

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 RANJIV SAINI)
)
 Plaintiff,)
)
 vs.)
)
 ARNETT CONSTRUCTION, LLC;)
 ATLANTIC ENGINEERING, LLC; FORD)
 PLUMBING, LLC; COHEN’S DRYWALL)
 COMPANY, INC.; ROBERT WASSON,)
 d/b/a WASSON ELECTRIC; BARBARA P.)
 RUSS d/b/a WASSON HEATING & AIR)
 SERVICES; AND DANIEL J. MURPHY,)
 III, d/b/a PERFECTLY PAINTED; JOHN C.)
 SULLIVAN; S.ARCH+STUDIO, LLC,)
 CUSTOM DESIGNERS, LLC; ENVIRO-)
 FOAM TECHNOLOGIES, INC.; and)
 BARANOV FLOORING, LLC,)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 CASE NO.: 2018-CP-10-5468

**ORDER GRANTING SUMMARY
 JUDGMENT AS TO PLAINTIFF’S
 CLAIMS AGAINST BARANOV
 FLOORING, LLC**

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This matter came before me on January 19, 2022, for oral argument upon the motion for summary judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure (“SCRCP”) filed by Baranov Flooring, LLC (“Baranov”) requesting summary judgment upon all of the Plaintiff’s claims against it, to include claims for punitive damages. The primary basis for this motion was that the claims were filed outside the statute of limitations and further that no evidence had been presented to support a claim for punitive damages. Present at the hearing were Lee Floyd for Plaintiff and Stacey Canaday for Baranov Flooring, LLC.

After hearing oral arguments and reviewing the motions, memorandum and accompanying

exhibits submitted by the parties, Baranov's Motion for Summary Judgment is GRANTED.

BACKGROUND

This case arises from alleged construction defects relating to the renovation of Plaintiff's condominium unit located at 5112 Sea Forest Drive on Kiawah Island. The Plaintiff entered an agreement with Arnett Construction, LLC to perform extensive renovation work to the interior of the Plaintiff's unit, which took place between late 2016 and early 2017. Arnett retained Baranov to perform tile installation work in the two bathrooms. The Plaintiff did not have a written agreement with Baranov.

According to the original Complaint, the Amended Complaint, and the Second Amended Complaint, "Arnett was told multiple times since May 1, 2017 of defects that needed repair." (Paragraph 134 of Complaint filed November 14, 2018, paragraph 134 of Amended Complaint filed December 10, 2019, and paragraph 138 of the Second Amended Complaint). In addition, the Plaintiff presented a punch list dated June 16, 2017 to Arnett Construction complaining about certain aspects of the work, including issues with the tile and tile installation.

Plaintiff initiated this lawsuit on November 14, 2018 by filing a 44-page, 331 paragraph Complaint against multiple defendants. Notably excluded from this filing, however, was Baranov. Plaintiff then requested and obtained consent from the parties to amend the Complaint. Plaintiff filed his Amended Complaint on December 10, 2019. Once again, Baranov was not included as a defendant. On June 16, 2020, Defendant Arnett filed its Second Amended Answer, Cross-Claims and Third-Party Complaint against Baranov and others. On March 2, 2021, Plaintiff moved to amend his Complaint for a second time to bring direct claims against Baranov and others, as well

as to assert an additional claim for punitive damages against all defendants, and the Second Amended Complaint was served on August 6, 2021.

STANDARD OF REVIEW

“Under Rule 56, SCRPC, a party is entitled to a judgment as a matter of law if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact. Summary judgment is appropriate when it is clear there is no genuine issue of material fact and the conclusions and inferences to be drawn from the facts are undisputed.” *Jackson v. City of Abbeville*, 366 S.C. 662, 665 (Ct. App. 2005), internal citations omitted.

ANALYSIS

Baranov’s Motion for Summary Judgment is based upon the Plaintiff’s failure to serve his action against it within the applicable statute of limitations, and further based upon the lack of evidence to support a claim for punitive damages. No question of material fact remains as to whether or when the Plaintiff was aware of problems with Baranov’s work within the Plaintiff’s unit by June 16, 2017. Therefore, Baranov is entitled to summary judgment of all of the Plaintiff’s claims against it, including for punitive damages since the underlying claims are barred.

The Plaintiff’s Complaint fails as a matter of law because the Plaintiff brought this action against Baranov outside of the statute of limitations without appropriate exception. All issues raised by Plaintiff are subject to a three-year statute of limitation under SC Code §15-3-530(1). “Generally, a cause of action accrues under South Carolina law the moment the defendant breaches a duty owed to the plaintiff.” *Allwin v. Russ Cooper Assocs.*, 426 S.C. 1, 12 (Ct. App. 2019). This

standard is subject to the Discovery Rule, which allows for the statute of limitations to run not when evidence of injury first appears, but rather “when a cause of action reasonably ought to have been discovered” *Dean v. Ruscon Corp.*, 321 S.C. 360, 363 (1996). It is immaterial whether the injured party fully comprehends the full extent of the injury. *Id.*

“Statutes of limitations embody important public policy considerations in that they stimulate activity, punish negligence, and promote repose by giving security and stability to human affairs.” The cornerstone policy consideration underlying statutes of limitations is the laudable goal of law to promote and achieve finality in litigation. Significantly, “[s]tatutes of limitations provide potential defendants with certainty that after a set period of time, they will not be hailed [sic] into court to defend time-barred claims.” “Moreover, limitation periods discourage plaintiffs from sitting on their rights.” Statutes of limitations are, indeed, fundamental to our judicial system.

Carolina Marine Handling, Inc. v. Lasch, 363 S.C. 169, 175–76, 609 S.E.2d 548, 552 (Ct. App. 2005) (alteration in original) (citations omitted).

As indicated, the Plaintiff filed his initial summons and complaint on November 14, 2018, his Amended Complaint on December 10, 2019, and his Second Amended Complaint—the first time Baranov was named as a direct defendant—on August 6, 2021. Using the date of the punch list prepared by the Plaintiff—June 16, 2017—the Plaintiff would have had until June 16, 2020, to file his claims against Baranov.

Plaintiff was aware of the existence of the alleged at-fault parties as early as March 27, 2019, when he received Arnett Construction, LLC’s construction file for this project, which included information identifying Baranov as a subcontractor on the project (*see* Arnett Construction, LLC’s discovery responses dated March 27, 2019). Nevertheless, Plaintiff did not include Baranov as a party to the Amended Complaint, which was filed December 10, 2019. Because Plaintiff did not file and serve his claims against Baranov within the applicable statute of

limitations, Baranov is entitled to summary judgment thereon.

CONCLUSION

Based upon the above, it is ORDERED that Baranov Flooring, LLC's Motion for Summary Judgment as to all of Plaintiff's claims against it is GRANTED.

IT IS SO ORDERED.

Judge Edgar W. Dickson
Presiding Circuit Court Judge

May __, 2022
Charleston, South Carolina



Charleston Common Pleas

Case Caption: Ranjiv Saini , plaintiff, et al VS Arnett Construction LLC , defendant,
et al
Case Number: 2018CP1005468
Type: Order/Summary Judgment

So Ordered

s/ Edgar W. Dickson #2153