

**RECEIVED**

**Feb 06 2023**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable Bentley Price, Circuit Court Judge

---

Case No. 2017-CP-10-05245  
Case No. 2017-CP-10-05246  
Appellate Case No. 2022-001187

---

Gary Keisler, individually and as Class Representative,  
John Does (1-50) and Jane Does (1-50), Plaintiff,

v.

**(See ensuing pages for continued caption)**

---

**RECORD ON APPEAL**  
**Volume II**

---

Brian C. Duffy (SC I.D. No. 16247)  
Blake A. McKie (SC I.D. No. 80198)  
DUFFY & YOUNG, LLC  
96 Broad Street  
Charleston, SC 29401  
[bduffy@duffyandyoung.com](mailto:bduffy@duffyandyoung.com)  
[bmckie@duffyandyoung.com](mailto:bmckie@duffyandyoung.com)  
(843) 720-2044

James L. Williams (SC I.D. No. 102408)  
Collins & Lacy, P.C.  
PO Box 12487  
Columbia, SC 29211  
(803) 256-2660  
[jwilliams@collinsandlacy.com](mailto:jwilliams@collinsandlacy.com)  
*Attorneys for Respondents*

and

Thomas C. Hildebrand, Jr. (SC I.D. No. 2501)  
William Greyson Land (SC I.D. No. 104179)  
PARKER POE ADAMS & BERSTEIN, LLP  
200 Meeting Street, Suite 301  
Charleston, SC 29401  
[tomhildebrand@parkerpoe.com](mailto:tomhildebrand@parkerpoe.com)  
[greysonland@parkerpoe.com](mailto:greysonland@parkerpoe.com)  
(843) 727-2650  
*Attorneys for Appellants*

John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory merger to John Wieland Homes and Neighborhoods of South Carolina, Inc., John Wieland Homes of Charleston, Inc., John Wieland Homes, Inc., Builder Support Services of the Carolinas, Inc., Wheelock Street Capital, LLC d/b/a John Wieland Homes and Neighborhoods, Inc., Wheelock Street Real Estate Land Fund, LP, Wheelock Street Investment Management, LLC, RP Falcon Properties, LLC, Residential Partners, LLC, Middlesex Holdings, LLC, WS JWH, LLC, JWC Phoenix, LLC, Bridgemill Land, LLC, Annisquam Development, LLC, JW Land Investment, LLC, JWC Guildford, LLC, OOTB, LLC, Wieland Realty Associates, Inc., John Wieland, individually, Sue Wieland, Lindsey Parker, Robert Parker, Jack Wieland, Jeorge Medina, Jeorge Medina a/k/a JMC Construction, LLC, John Does (20-50), and Jane Does (41-50), AC Construction, Inc., Scott Parker, individually, Builders FirstSource- Southeast Group, LLC, Muhler, LLC a/k/a The Muhler Company, Inc., YKK (U.S.A.), Inc., Wheelock Street Real Estate Fund II, LP, Wheelock Street Real Estate Fund V, LP, WSREF, NRT, LLC, JW Homes, LLC, JWH RPIV, LLC, RP Falcon Land, LLC, Wieland Realty, LLC, RP Falcon Realty, LLC, Residential Partners IV, LLC, Paul M. Vasquez, Neighborhood Management Associates, Inc., Billie and Antonio Arias a/k/a Antonio Arias Framing Construction, Tru-Don Contracting, Inc., Fine Builders, LLC, Jose Alfredo Sandoval, Chad Larsen d/b/a Chad Larsen Co., Ivan Jose Paiz d/b/a Jose Construction, William B. Angel, East Coast Wall Systems, Inc., Tracynne Construction a/k/a T&C Construction, LLC, Francisco and Andrea Dacosta d/b/a AAA Coastline, Inc., Jack R. Clark d/b/a Jack Clark Construction, LLC, Alex Welch, Tracy McCuiston d/b/a Mastercraft Interior and Exterior, Universal Forest Products Eastern Division, Inc. a/k/a UFP Eastern Division, Inc., Gonzalo Guerrero, A-Marc, Inc., Emmanuel Kehagis d/b/a Creative Construction, Anthony Kirksey, Polly S. Clark d/b/a Glenn Clark Construction, Benjamin Mora a/k/a Benjamin L. Mora d/b/a Mora Construction f/k/a Mora's Construction and Benjamin Mora Construction, LLC n/k/a Mora Construction, LLC, Daniel L. Rogers d/b/a Rogers Roofing Co., Inc. n/k/a Dan Rogers Roofing, LLC, William C. Mulhern d/b/a Bill's Painting, Mark A. McFarland d/b/a In the Wind, Inc., Harbor Master, Inc., Chad Hood, Kinco Ltd. d/b/a Atrium Companies, Inc. d/b/a Atrium Windows and Doors, Inc. a/k/a HR Windows, The Contractor Yard, Inc., New Construction Drywall Hanger, LLC f/k/a New Construction Drywall Hanger, Inc., Doug Pilcher, and Michael Cassidy, DBC Construction Services, LLC, Gerardo Rosette Sanchez a/ k/a GR Painting, LLC, Jesus Mora a/k/a

J. Mora Brick & Block Mason, LLC, Juan Luis Sanchez a/k/a Sanchez Brothers Painting, Latitude Construction Services, LLC, Richard Ditullio a/k/a RDT Contracting, LLC, Valencia Medina, and J&R Construction, LLC, a/k/a JJ&R Construction, LLC, Cohen's Drywall Company, LLC, All American Roofing and Construction, LLC, and Leor Construction, LLC, Defendants.

AND

Builders FirstSource-Southeast Group, LLC, Third-Party Plaintiff,

v.

AC Construction, Corp., Third-Party Defendant.

AND

RP Falcon Properties, LLC (f.k.a JW Homes, LLC); RP Falcon Land, LLC (f.k.a. JW Land Investment, LLC); RP Falcon Realty, LLC (f.k.a Wieland Realty, LLC); and Residential Partners, LLC, Third-Party Plaintiffs,

v.

COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC, Third-Party Defendants.

AND

One Hamlin Place Townhome Association, Inc., Plaintiff,

v.

John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory merger to John Wieland Homes and Neighborhoods of South Carolina, Inc., John Wieland Homes of Charleston, Inc., John Wieland Homes, Inc., Builder Support Services of the Carolinas, Inc., Wheelock Street Capital, LLC d/b/a John Wieland Homes and Neighborhoods, Inc., Wheelock Street Real Estate Land Fund, LP, Wheelock Street Investment Management, LLC, RP Falcon Properties, LLC, Residential Partners, LLC, Middlesex Holdings, LLC, WS JWH, LLC, JWC Phoenix, LLC, Bridgemill Land, LLC, Annisquam Development,

LLC, JW Land Investment, LLC, JWC Guildford, LLC, OOTB, LLC, Wieland Realty Associates, Inc., John Wieland, individually, Sue Wieland, Lindsey Parker, Robert Parker, Jack Wieland, George Medina, George Medina a/ k/a JMC Construction, LLC, John Does (20-50), and Jane Does (41-50), AC Construction, Inc., Scott Parker, individually, Builders FirstSource-Southeast Group, LLC, Muhler, LLC a/k/a The Muhler Company, Inc., YKK (U.S.A.), Inc., Wheelock Street Real Estate Fund II, LP, Wheelock Street Real Estate Fund V, LP, WSREF, NRT, LLC, JW Homes, LLC, JWH RPIV, LLC, RP Falcon Land, LLC, Wieland Realty, LLC, RP Falcon Realty, LLC, Residential Partners IV, LLC, Paul M. Vasquez, Neighborhood Management Associates, Inc., Billie and Antonio Arias a/k/a Antonio Arias Framing Construction, Tru-Don Contracting, Inc., Fine Builders, LLC, Jose Alfredo Sandoval, Chad Larsen d/b/a Chad Larsen Co., Ivan Jose Paiz d/b/a Jose Construction, William B. Angel, East Coast Wall Systems, Inc., Tracyinne Construction a/k/a T&C Construction, LLC, Francisco and Andrea Dacosta d/b/a AAA Coastline, Inc., Jack R. Clark d/b/a Jack Clark Construction, LLC, Alex Welch, Tracy McCuiston d/b/a Mastercraft Interior and Exterior, Universal Forest Products Eastern Division, Inc. a/k/a UFP Eastern Division, Inc., Gonzalo Guerrero, A-Marc, Inc., Emmanuel Kehagis d/b/a Creative Construction, Anthony Kirksey, Polly S. Clark d/b/a Glenn Clark Construction, Benjamin Mora a/k/a Benjamin L. Mora d/ b/a Mora Construction f/k/a Mora's Construction and Benjamin Mora Construction, LLC n/k/a Mora Construction, LLC, Daniel L. Rogers d/b/a Rogers Roofing Co., Inc. n/k/a Dan Rogers Roofing, LLC, William C. Mulhern d/b/a Bill's Painting, Mark A. McFarland d/b/a In the Wind, Inc., Harbor Master, Inc., Chad Hood, Kinco Ltd. d/b/a Atrium Companies, Inc. d/ b/a Atrium Windows and Doors, Inc. a/k/a HR Windows, The Contractor Yard, Inc., New Construction Drywall Hanger, LLC f/k/a New Construction Drywall Hanger, Inc., Doug Pilcher, and Michael Cassidy, DBC Construction Services, LLC, Gerardo Rosette Sanchez a/ k/a GR Painting, LLC, Jesus Mora a/k/a J. Mora Brick & Block Mason, LLC, Juan Luis Sanchez a/k/a Sanchez Brothers Painting, Latitude Construction Services, LLC, Richard Ditullio a/k/a RDT Contracting, LLC, Valencia Medina, and J&R Construction, LLC, a/k/a JJ&R Construction, LLC, Cohen's Drywall Company, LLC, All American Roofing and Construction, LLC, and Leor Construction, LLC, Defendants.

AND

Builders FirstSource-Southeast Group, LLC, Third-Party Plaintiff,

v.

AC Construction, Corp., Third-Party Defendant.

AND

RP Falcon Properties, LLC (f.k.a JW Homes, LLC); RP Falcon Land, LLC (f.k.a. JW Land Investment, LLC); RP Falcon Realty, LLC (f.k.a Wieland Realty, LLC); And Residential Partners, LLC, Third-Party Plaintiffs,

v.

COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC, Third-Party Defendants,

of which RP Falcon Properties, LLC (f/k/a JW Homes, LLC); RP Falcon Land, LLC (f/k/a JW Land Investment, LLC); RP Falcon Realty, LLC (f/k/a Wieland Realty, LLC); and Residential Partners, LLC are the Appellants,

and George Medina, Jeorge Medina a/k/a JMC Construction, LLC, and All Exteriors Construction, LLC are the Respondents.

## INDEX

### **I. Orders**

April 22, 2022 Form 4 Order Granting JMC Construction, LLC’s Motion for Summary Judgment .....	0001
May 10, 2022 Order Granting Summary Judgment for Defendants Named as George Medina a/k/a And Jeorge Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc. and All Exteriors Construction, LLC to Cross Claims and Third-Party Claims Asserted by Certain Co-Defendants (Keisler) .....	0004
May 10, 2022 Order Granting Summary Judgment for Defendants Named as Jeorge Medina a/k/a And Jeorge Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc. and All Exteriors Construction, LLC to Cross Claims and Third-Party Claims Asserted by Certain Co-Defendants (One Hamlin) .....	0017
July 28, 2022 - Order Denying RP Companies’ Motion to Reconsider .....	0030

### **II. Pleadings**

October 12, 2017 Gary Keisler, Individually and as a Class Representative, John Does (1-50) and Jane Does (1-50) Summons and Complaint.....	0032
October 12, 2017 One Hamlin Townhome Association, Inc. Summons and Complaint.....	0075
January 16, 2018 One Hamlin Townhome Association, Inc. Amended Summons and Complaint.....	0096
January 30, 2019 One Hamlin Townhome Association, Inc. Second Amended Summons and Complaint.....	0165
January 30, 2019 Gary Keisler, Individually and as a Class Representative, John Does (1-50) and Jane Does (1-50) Second Amended Summons and Complaint .....	0220
February 5, 2020 RP Companies’ Amended Answer to One Hamlin Townhome Association, Inc. Second Amended Complaint with Cross-Claims and Third-Party Claims .....	0278
March 12, 2020 JMC Construction, LLC’s Answer to Crossclaims in One Hamlin Townhome Association, Inc. ....	0322
March 13, 2020 All Exteriors Construction LLC’s Answer to Third-Party Claims in One Hamlin Place Townhome Association, Inc.....	0337

November 11, 2020 Gary Keisler, Individually and as a Class Representative, John Does (1-50) and Jane Does (1-50) Third Amended Summons and Complaint .....	0352
December 3, 2020 RP Companies' Amended Answer to Keisler Third Amended Complaint with Cross-Claims and Third-Party Claims .....	0410
December 4, 2020 All Exteriors Construction, LLC's Answer to RP Companies' Third-Party Claims in Keisler .....	0454
December 18, 2020 JMC Construction, LLC's Answer to Crossclaims in Keisler .....	0469
March 3, 2022 All Exteriors Construction, LLC's Motion for Summary Judgment and Exhibits thereto (One Hamlin) .....	0484
March 3, 2022 All Exteriors Construction, LLC's Motion for Summary Judgment and Exhibits thereto (Keisler) .....	0489
March 3, 2022 JMC Construction, LLC's Motion for Summary Judgment and Exhibits thereto (Keisler) .....	0494
March 3, 2022 JMC Construction, LLC's Motion for Summary Judgment and Exhibits thereto (One Hamlin) .....	0499
April 12, 2022 All Exteriors Construction, LLC's Memorandum in Support for Summary Judgment and Exhibits thereto (One Hamlin) .....	0504
April 12, 2022 JMC Construction, LLC's Memorandum in Support for Summary Judgment and Exhibits thereto (One Hamlin) .....	0635
April 14, 2022 RP Companies' Memorandum in Opposition to All Exteriors, LLC's Motion for Summary Judgment and Exhibits Thereto (One Hamlin) .....	0768
April 14, 2022 RP Companies' Memorandum in Opposition to JMC Construction, LLC's Motion for Summary Judgment and Exhibits thereto (One Hamlin) .....	0863
April 14, 2022 RP Companies' Memorandum in Opposition to JMC Construction, LLC's Motion for Summary Judgment and Exhibits Thereto (Keisler) .....	0948
April 14, 2022 RP Companies' Memorandum in Opposition to All Exteriors, LLC's Motion for Summary Judgment and Exhibits Thereto (Keisler) .....	1033
May 2, 2022 RP Companies' Motion to Reconsider Form 4 Order and Exhibits thereto (Keisler) .....	1128
May 2, 2022 RP Companies' Motion to Reconsider Form 4 Order and Exhibits thereto (One Hamlin) .....	1252

May 18, 2022 RP Companies' Motion to Reconsider and Exhibits thereto  
(Keisler) ..... 1396

May 18, 2022 RP Companies' Motion to Reconsider and Exhibits thereto  
(One Hamlin) ..... 1539

**III. Transcript**

April 18, 2022 Transcript of Hearing ..... 1682

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
  
NINTH JUDICIAL CIRCUIT

Gary Keisler, Individually and as Class )  
Representative, John Does (1-50) and Jane )  
Does (1-50), )

Civil Action No.: 2017-CP-10-5246

Plaintiff,

ANSWER OF THE DEFENDANTS NAMED  
AS JORGE MEDINA, JORGE MEDINA  
A/K/A JMC CONSTRUCTION, INC., A//K/A  
JMC CONSTRUCTION, LLC, AND  
VALENCIA MEDINA TO THE CROSS-  
CLAIMS ASSERTED BY THE RP  
COMPANIES DEFENDANTS  
RESPONDING TO PLAINTIFFS' THIRD  
AMENDED COMPLAINT

vs.

John Wieland Homes and Neighborhoods of )  
the Carolinas, Inc. as successor by statutory )  
merger to John Wieland Homes and )  
Neighborhoods of South Carolina, Inc.; John )  
Wieland Homes of Charleston, Inc.; John )  
Wieland Homes, Inc. n/k/a John Wieland )  
Homes and Neighborhoods of South )  
Carolina; Builder Support Services of the )  
Carolinas, Inc.; Wheelock Street Capital, )  
LLC d/b/a John Wieland Homes and )  
Neighborhoods, Inc.; Wheelock Street Real )  
Estate Fund, LP; Wheelock Street Investment )  
Management, LLC; Wheelock Street )  
Investment Management I, LLC; Wheelock )  
Street Investment Management II, LLC; )  
Wheelock Street Investment Management III, )  
LLC; RP Falcon Properties, LLC; Residential )  
Partners, LLC; Middlesex Holdings, LLC; )  
WS JWH, LLC; JWC Phoenix, LLC; )  
Bridgemill Land, LLC; Annisquam )  
Development, LLC; JW Land Investment, )  
LLC; JWC Guilford, LLC; OOTB, LLC; JW )  
Realty Associates, Inc. a/k/a Wieland Realty )  
Associates, Inc.; John Wieland, individually; )  
Sue Wieland; Lindsey Parker; Robert Parker; )  
Jack Wieland; Jorge Medina; Jorge Medina )  
a/k/a JMC Construction, Inc. a/k/a JMC )  
Construction, LLC; John Does (20-50); and )  
Jane Does (45-50); AC Construction, Inc.; )  
Scott Parker, individually; Builders )  
FirstSource Southeast Group, LLC; Muhler )  
LLC a/k/a The Muhler Company, Inc.; YKK )  
) (U.S.A), Inc.; Wheelock Street Real Estate )  
Fund I, LP; Wheelock Street Real Estate Fund )

(Jury trial demanded)

II, LP; Wheelock Street Real Estate Fund V, )  
 LP; WSREF, NRT, LLC; JW Homes, LLC; )  
 JWH RPIV, LLC; RP Falcon Land, LLC; )  
 Wieland Realty, LLC; RP Falcon Realty, )  
 LLC; Residential Partners II, LLC; )  
 Residential Partners III, LLC; Residential )  
 Partners IV, LLC; Paul M. Vasquez; )  
 Neighborhood Management Associates, Inc.; )  
 Billie and Antonio Arias d/b/a Antonio Arias )  
 Framing Construction; Tru-Don Contracting, )  
 Inc.; Fine Builders, LLC; Jose Alfredo )  
 Sandoval; Ivan Jose Paiz d/b/a Jose )  
 Construction; William B. Angel; East Coast )  
 Wall Systems, Inc.; Frankcisco and Andrea )  
 DaCosta d/b/a AAA Coastline, Inc.; Jack R. )  
 Clark d/b/a Jack Clark Construction, LLC; )  
 Alex Welch; Gonzalo Guerrero; A-Marc, )  
 Inc.; Emmanuel Kehagis d/b/a Creative )  
 Construction; Anthony Kirksey; Polly S. )  
 Clark d/b/a Glenn Clark Construction; )  
 Benjamin Mora a/k/a Benjamin L. Mora d/b/a )  
 Mora Construction f/k/a Mora’s Construction )  
 and Benjamin Mora Construction, LLC n/k/a )  
 Mora Construction, LLC; Daniel L. Rogers )  
 d/b/a Rogers Roofing Co., Inc. n/k/a Dan )  
 Rogers Roofing, LLC; William C. Mulhern )  
 d/b/a Bill’s Painting; Chad Hood; The )  
 Contractor Yard, Inc.; New Construction )  
 Drywall Hanger, LLC f/k/a New Construction )  
 Drywall Hanger, Inc.; Doug Pilcher; and )  
 Michael Cassidy; DBC Construction )  
 Services, LLC; Gerardo Rosette Sanchez )  
 a/k/a GR Painting, LLC; Jesus Mora a/k/a J. )  
 Mora Brick & Block Mason, LLC; Juan Luis )  
 Sanchez a/k/a Sanchez Brothers Painting; )  
 Latitude Construction Services, LLC; Richard )  
 Ditullio a/k/a RDT Contracting, LLC; )  
 Valencia Medina; J&R Construction, LLC )  
 a/k/a JJ&R Construction, LLC; Cohen’s )  
 Drywall Company, LLC; All American )  
 Roofing and Construction, LLC; and Leor )  
 Construction, LLC, )  
 )  
 )

Defendants.

\_\_\_\_\_ )  
 )

	)
Builders FirstSource-Southeast Group, LLC,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
AC Construction, Corp.	)
	)
Third-Party Defendant.	)
_____	)
	)
RP Falcon Properties, LLC (f.k.a JW Homes,	)
LLC); RP Falcon Land, LLC (f.k.a JW Land	)
Investment, LLC); RP Falcon Realty, LLC	)
(f.k.a Wieland Realty, LLC); and Residential	)
Partners, LLC,	)
	)
Third-Party Plaintiffs,	)
	)
vs.	)
	)
COY-CY Construction; Evans Enterprises;	)
IML Construction, LLC; and Marcus Built,	)
LLC,	)
	)
Third-Party Defendants.	)
_____	)

Comes now Defendants named as Jorge Medina, Jorge Medina a/k/a JMC Construction, Inc. a/k/a JMC Construction, LLC, and Valencia Medina (hereinafter collectively “JMC”) answering the cross-claims asserted by Defendants RP Falcon Properties, LLC (formerly known as JW Homes, LLC); RP Falcon Land, LLC (formerly known as JW Land Investment, LLC); RP Falcon Realty, LLC (formerly known as Wieland Realty, LLC); and Residential Partners, LLC; and WS JWH, LLC (hereinafter collectively the “RP Companies”) in the “RP Companies’ Amended Answer to Plaintiffs’ Third Amended Complaint with Cross-Claims and Third-Party

Claims” that was filed December 3, 2020,<sup>1</sup> by denying each and every allegation not hereinafter admitted, and further responding as follows:

**FOR A FIRST DEFENSE AND BY WAY OF ANSWER**

1. Paragraphs numbered 1 through 250 and labeled as the “First Additional Defense” through the “Twenty-Ninth Additional Defense” are the RP Companies’ answer and affirmative defenses to Plaintiffs’ Third Amended Complaint and do not require a response from JMC; however, to the extent a response is required or to the extent these paragraphs can be construed to impart liability on JMC, then these allegations are denied and JMC demands strict proof thereof.

2. In response to Paragraph 251, JMC realleges its response in the paragraph above as if restated here verbatim.

3. In response to Paragraph 252, JMC admits only that Plaintiff has alleged certain claims in its Third Amended Complaint against the RP Companies Defendants as well as against other defendants, but JMC denies all liability that can be construed against it and demands strict proof thereof.

4. JMC Denies the allegations contained in Paragraph 253, subparts “e” and “kk” and demands strict proof thereof. Further responding, JMC states that, upon information and belief, JMC was a subcontractor only to the original John Wieland Homes and Neighborhoods of the Carolinas, Inc.’s, et al., entities on the One Hamlin Place building numbers 1, 2, 3, 4, and part of 5 only. JMC did not work on the One Hamlin Place buildings numbered 6, 7, 8, 9, 10, or 11, which, upon information and belief, are the buildings that the RP Companies constructed. JMC lacks sufficient knowledge or information to admit or deny the remaining allegations contained in Paragraph 253 and, therefore, denies, the same.

---

<sup>1</sup> JMC is answering the RP Companies’ Amended Answer rather than its initial answer to Plaintiffs’ Third Amended Complaint that was filed on November 24, 2020.

5. In response to Paragraph 254, JMC admits only that, upon information and belief, the RP Companies denied the allegations asserted against it in Plaintiffs' Third Amended Complaint. Further responding, JMC denies all liability that can be construed against it and demands strict proof thereof.

First Cross-Claim  
(Indemnity)

6. JMC denies the allegations contained in Paragraphs 255 through 258 and demands strict proof thereof.

Second Cross-Claim  
(Negligence)

7. In response to Paragraph 259, JMC realleges Paragraphs 1 through 6 above as if restated herein verbatim.

8. JMC denies the allegations contained in Paragraphs 260 through 264 and demands strict proof thereof.

Third Cross-Claim  
(Breach of Warranty)

9. In response to Paragraph 265, JMC realleges its answers in Paragraphs 1 through 8 above as if restated herein verbatim.

10. In response to Paragraph 266, JMC admits only that whatever work it may have performed on the One Hamlin Place Townhome buildings 1, 2, 3, 4, and part of 5 was performed in a careful, diligent and workmanlike manner, and in accordance with the applicable building codes, industry standards, and product specifications, and any allegations inconsistent with this response are denied and JMC demands strict proof thereof. Further responding, JMC denies all allegations regarding the One Hamline Place Townhome buildings 6, 7, 8, 9, 10, and 11 and demands strict proof thereof.

11. JMC denies the allegations contained in Paragraphs 267 through 270 and demands strict proof thereof.

Fourth Cross-Claim  
(Breach of Contract)

12. In response to Paragraph 271, JMC realleges its answers in Paragraphs 1 through 11 above as if restated herein verbatim.

13. JMC Denies the allegations contained in Paragraph 272 and demands strict proof thereof. Further responding, JMC states that, upon information and belief, JMC was a subcontractor only to the original John Wieland Homes and Neighborhoods of the Carolinas, Inc.'s, et al., entities on the One Hamlin Place building numbers 1, 2, 3, 4, and part of 5 only. JMC did not work on the One Hamlin Place buildings numbered 6, 7, 8, 9, 10, or 11, which, upon information and belief, are the buildings that the RP Companies constructed.

14. JMC denies the allegations contained in Paragraphs 273 through 275 and demands strict proof thereof.

Fifth Cross-Claim  
(Strict Liability/Products Liability)

15. In response to Paragraph 276, JMC realleges its answers in Paragraphs 1 through 14 above as if restated herein verbatim.

16. Upon information and belief, the allegations contained in Paragraphs 277 through 282 are not directed to JMC and, therefore, to not require a response from this defendant. However, to the extent a response is required or to the extent these paragraphs can be construed to impart liability on JMC, then these allegations are denied and JMC demands strict proof thereof.

Third-Party Allegations

17. In response to Paragraph 283, JMC realleges its answers in Paragraphs 1 through 16 above as if restated here verbatim.

18. Upon information and belief, the allegations contained in Paragraphs 284 through 286, including all subparts, are not directed to JMC and, therefore, require no response from this defendant; however, to the extent a response is required or to the extent that these paragraphs can be construed to impart liability on JMC, then these allegations are denied and JMC demands strict proof thereof.

First Third-Party Claim  
(Indemnity)

19. Upon information and belief, the allegations contained in Paragraphs 287 through 290 are not directed to JMC and, therefore, require no response from this defendant; however, to the extent a response is required or to the extent that these paragraphs can be construed to impart liability on JMC, then these allegations are denied and JMC demands strict proof thereof.

Second Third-Party Claim  
(Negligence)

20. In response to Paragraph 291, JMC realleges its answers in Paragraphs 1 through 19 above as if restated here verbatim.

21. Upon information and belief, the allegations contained in Paragraphs 292 through 296 are not directed to JMC and, therefore, require no response from this defendant; however, to the extent a response is required or to the extent that these paragraphs can be construed to impart liability on JMC, then these allegations are denied and JMC demands strict proof thereof.

Third Third-Party Claim  
(Breach of Warranty)

22. In response to Paragraph 297, JMC realleges its answers in Paragraphs 1 through 21 above as if restated here verbatim.

23. Upon information and belief, the allegations contained in Paragraphs 298 through 302 are not directed to JMC and, therefore, require no response from this defendant; however, to the extent a response is required or to the extent that these paragraphs can be construed to impart liability on JMC, then these allegations are denied and JMC demands strict proof thereof.

Fourth Third-Party Claim  
(Breach of Contract)

24. In response to Paragraph 303, JMC realleges its answers in Paragraphs 1 through 23 above as if restated here verbatim.

25. Upon information and belief, the allegations contained in Paragraphs 304 through 307 are not directed to JMC and, therefore, require no response from this defendant; however, to the extent a response is required or to the extent that these paragraphs can be construed to impart liability on JMC, then these allegations are denied and JMC demands strict proof thereof.

26. JMC denies that the RP Companies are entitled to their requested relief contained in the unnumbered “Wherefore” paragraph and demand strict proof thereof.

**FOR A SECOND DEFENSE**

27. The RP Companies’ cross claims fail to set forth sufficient facts to constitute a cause of action and, therefore, should be dismissed pursuant to Rule 12(b)(6), SCRPC.

**FOR A THIRD DEFENSE**

28. Even if JMC was negligent in any respect, which is expressly denied, and such conduct operated as a proximate cause of the RP Companies’ injuries, if any, which is expressly denied, JMC alleges the RP Companies’ negligent, grossly negligent, reckless, willful, and wanton conduct contributed more than fifty percent (50%) to the cause of the accident, and therefore, the RP Companies’ claims are barred.

**FOR A FOURTH DEFENSE**

29. Even if JMC was negligent in any respect, which is expressly denied, and even if such conduct on the part of JMC operated as a greater than fifty percent (50%) cause of the RP Companies' injuries, if any, which is also denied, JMC is entitled to a determination as to the percentage which the RP Companies' negligent, grossly negligent, reckless, willful, and wanton conduct contributed to the RP Companies' accident and resulting injuries, if any, and to a reduction of any amount awarded to the RP Companies by an amount equal to the percentage of the RP Companies' own negligence.

**FOR A FIFTH DEFENSE**

30. Such injuries or losses as the RP Companies sustained, if any, were caused by the contributory negligence, carelessness, recklessness, willfulness, and wantonness of the RP Companies and JMC pleads the RP Companies' contributory negligence as a complete defense to this action.

**FOR A SIXTH DEFENSE**

31. Any injuries or damages sustained by the RP Companies were due to and caused and occasioned by the RP Companies' own negligence, gross negligence, recklessness, willfulness, and wantonness which was the direct and proximate cause of the RP Companies' alleged injuries or damages, if any, and without which the same would not have occurred, and therefore, due to the RP Companies' sole negligence, gross negligence, recklessness, willfulness, and wantonness, the RP Companies' claims are barred.

**FOR A SEVENTH DEFENSE**

32. Any injuries sustained by the RP Companies were due to and caused by the sole negligence of third persons over whom JMC had no control, and therefore, JMC should not be liable to the RP Companies in any sum whatsoever.

**FOR AN EIGHTH DEFENSE**

33. Any injuries sustained by the RP Companies were due to and caused by the intervening and superseding acts of negligence, carelessness, recklessness, and gross negligence on the part of third persons as a proximate cause of injuries as alleged, if any, and therefore, JMC should not be liable to the RP Companies in any sum whatsoever.

**FOR A NINTH DEFENSE**

34. The RP Companies' claims may be barred by the doctrine of estoppel.

**FOR A TENTH DEFENSE**

35. The RP Companies' claims may be barred or otherwise reduced due to the failure to mitigate damages as required by law.

**FOR AN ELEVENTH DEFENSE**

36. The RP Companies' claims may be barred by the doctrine of laches.

**FOR A TWELFTH DEFENSE**

37. JMC asserts that some or all of the claims against it are barred by applicable statutes of limitation or statutes of repose.

**FOR A THIRTEENTH DEFENSE**

38. The RP Companies failed to comply with the terms and conditions of The South Carolina Notice and Opportunity to Cure Construction Dwelling Defects Act, S.C. Code Ann. §40-59-810; therefore, all claims are subject to being stayed and/or permanently stayed.

**FOR A FOURTEENTH DEFENSE**

39. Any recovery by the RP Companies must be reduced or offset by amounts the RP Companies received or will receive from others or that the RP Companies receive directly for the same injuries claimed in this lawsuit.

**FOR A FIFTEENTH DEFENSE**

40. The RP Companies' claims may be barred by the doctrine of waiver.

**FOR A SIXTEENTH DEFENSE**

41. Punitive damages, as currently awarded in South Carolina, are violative of the United States Constitution and South Carolina Constitution, as well as the holding of *State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408, 123 S.Ct. 1513, 155 L.Ed.2d 585 (2003), and the cases upon which it is based.

**FOR A SEVENTEENTH DEFENSE**

42. Pursuant to *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 522 U.S. 424, 121 S.Ct. 1678 (2001), if punitive damages are recoverable, which is denied, the amount of punitive damages "[are] not really a fact tried by the jury;" therefore the RP Companies' request for punitive damages "to be determined by the jury" violates the United States Constitution.

**FOR AN EIGHTEENTH DEFENSE**

43. The U.S. Constitution's Due Process Clause "forbids a State to use a punitive damages award to punish a defendant for injury that it inflicts upon nonparties or those whom they directly [do not] represent," *Phillip Morris USA v. Williams*, 127 S.Ct. 1057, 1063 (U.S. 2007), and, therefore, to the extent that the RP Companies seek an award of punitive damages for potential or speculative harm to non-parties to the present action, such prayer for relief is unconstitutional and must be struck from the pleadings and is otherwise inadmissible at trial.

**FOR A NINETEENTH DEFENSE**

44. Notwithstanding JMC's prior defenses incorporating *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 522 U.S. 424 (2001) and *State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and the cases upon which they are based, in the event

the trial court permits the jury to return a punitive damages award in the instant case, such damages are to be limited to an amount that is no greater than the jury's award of actual damages, as explicated within *Exxon Shipping Company v. Baker*, 128 S. Ct. 2605 (2008).

**FOR A TWENTIETH DEFENSE**

45. To the extent punitive damages are claimed in this action, and to the extent that such an award is not in violation of Defendants' rights under the United States Constitution and the South Carolina Constitution, the limitations and cap provided in S.C. Code § 15-32-530 are applicable and this Defendant specifically asserts the statutory cap on punitive damages, pursuant to the South Carolina Court of Appeal's decision in *Garrison v. Target Corporation*, 429 S.C. 324, 838 S.E.2d 18 (Ct.App. 2020), reh'g den. (Feb. 20, 2020).

**FOR A TWENTY-FIRST DEFENSE**

46. The work and services that may have been provided by JMC Construction were in conformity with the standard of care for that time.

**FOR A TWENTY-SECOND DEFENSE**

47. No act or omission by JMC in the performance of its professional services proximately caused the alleged damages for which Plaintiffs now seek to recover and, as a result, the RP Companies are not entitled to any recovery from JMC.

**FOR A TWENTY-THIRD DEFENSE**

48. Although the RP Companies purportedly have alleged separate crossclaims sounding in indemnity, negligence, breach of warranty, breach of contract, and strict liability/products liability, the causes of action asserted against JMC are nothing more than claims for equitable indemnification with slight changes in wording and different titles. Pursuant to *Stoneledge at Lack Keowee Owners' Association, Inc., et al. v. Clear View Construction, LLC, et al.*, 413 S.C. 615, 776 S.E.2d 426 (2015) and *Stoneledge at Lake Keowee Owners' Association, et*

*al. v. Builders Firstsource – Southeast Group, et al.*, 413 S.C. 630, 776 S.E.2d 434 (2015), and other relevant case law, the RP Companies’ cross claims are nothing more than different wordings of the equitable indemnity claim and all claims other than for equitable indemnity claim should be dismissed.

**FOR A TWENTY-FOURTH DEFENSE**

49. JMC asserts that the RP Companies’ claims for indemnity fail since the RP Companies cannot be deemed an innocent party and the RP Companies do not have a substantial relationship with JMC.

**FOR A TWENTY-FIFTH DEFENSE**

50. To the extent the RP Companies assert claims for contractual indemnity, these claims fail to the extent the RP Companies cannot produce the original documentation and/or to the extent its allegations contradict the language of any such subcontract.

**FOR A TWENTY-SIXTH DEFENSE**

51. JMC asserts that any construction work was performed in conformance with the plans and specifications, as provided and conveyed to JMC, and, therefore, JMC is entitled to a complete defense pursuant to *U.S. v. Spearin*, 39 S.Ct. 59 (U.S. 1918) and the common law that applies the *Spearin Doctrine*.

**FOR A TWENTY-SEVENTH DEFENSE**

52. JMC asserts that the various claims set forth in the RP Companies’ cross claims asserted in response to Plaintiffs’ Third Amended Complaint seek multiple damages on different theories for the same loss, and the RP Companies are not entitled to recover multiple damages for the same loss, as such constitutes a double recovery.

**FOR A TWENTY-EIGHTH DEFENSE**

53. JMC pleads the RP Companies' acceptance of the work that may have been performed by JMC as a complete defense to the cross claims

**FOR A TWENTY-NINTH DEFENSE**

54. JMC incorporates by reference any affirmative defenses raised by any other Defendant in this action.

**FOR AT THIRTIETH DEFENSE**

55. JMC specifically reserves any additional and/or affirmative defenses as may be available to it or revealed to it during the course of the investigation and/or discovery in this case.

WHEREFORE, having fully answered the RP Companies' cross claims asserted in response to Plaintiff's Second Amended Complaint, Defendants named as Jorge Medina, Jorge Medina a/k/a JMC Construction, Inc. a/k/a JMC Construction, LLC, and Valencia Medina pray for the dismissal of the cross claims, for costs and attorneys' fees defending this action, and for such other and further relief as this Honorable Court deems just and proper.

*[signature page attached]*

Respectfully submitted,  
COLLINS & LACY, P.C.

By: /s Andrew N. Cole  
Andrew N. Cole, Esquire  
acole@collinsandlacy.com  
SC Bar No. 68384  
James L. Williams, Esquire  
jwilliams@collinsandlacy.com  
SC Bar No. 102408  
Post Office Box 12487  
Columbia, SC 29211  
803.256.2660 (voice)  
803.771.4484 (fax)

ATTORNEYS FOR DEFENDANTS JMC  
CONSTRUCTION, INC., JMC  
CONSTRUCTION, LLC, AND ALL  
EXTERIORS CONSTRUCTION, LLC

Columbia, South Carolina  
December 18, 2020

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
  
NINTH JUDICIAL CIRCUIT

One Hamlin Place Townhome Association, )  
Inc., )  
 )  
 )  
Plaintiff, )

Civil Action No.: 2017-CP-10-5245

vs. )

John Wieland Homes and Neighborhoods of )  
The Carolinas, Inc. as successor by statutory )  
Merger to John Wieland Homes and )  
Neighborhoods of South Carolina, Inc.; John )  
Wieland Homes of Charleston, Inc.; John )  
Wieland Homes, Inc. n/k/a John Wieland )  
Homes and Neighborhoods of South )  
Carolina; Builder Support Services of the )  
Carolinas, Inc.; Wheelock Street Capital, )  
LLC d/b/a John Wieland Homes and )  
Neighborhoods, Inc.; Wheelock Street real )  
Estate Fund, LP; Wheelock Street Investment )  
Management, LLC; RP Falcon Properties, )  
LLC; Residential Partners, LLC; Middlesex )  
Holdings, LLC; WS JWH, LLC; JWC )  
Phoenix, LLC; Bridgemill Land, LLC; )  
Annisquam Development, LLC; JW Land )  
Investment, LLC; JWC Guilford, LLC; )  
OOTB, LLC; JW Realty Associates, Inc. a/k/a )  
Wieland Realty Associates, Inc.; John )  
Wieland individually; Sue Wieland; Lindsey )  
Parker; Robert Parker; Jack Wieland; Jorge )  
Medina; Jorge Medina a/k/a JMC )  
Construction, Inc. a/k/a JMC Construction, )  
LLC; John Does, (20-50); and Jane Does (41- )  
50); AC Construction, Inc.; Scott Parker, )  
individually; Builders FirstSource-Southeast )  
Group, LLC; Muhler, LLC a/k/a The Muhler )  
Company, Inc.; YKK (U.S.A.), Inc.; )  
Wheelock Street Real Estate Fund II, LP; )  
Wheelock Street Real Estate Fund V, LP; )  
WSREF, NRT, LLC; JW Homes, LLC; JWH )  
RPIPV, LLC; RP Falcon Land, LLC; Wieland )  
Realty, LLC; RP Falcon Realty, LLC; )  
Residential Partners II, LLC; Residential )

**DEFENDANT NAMED AS ALL  
EXTERIORS CONSTRUCTION, LLC’S  
MOTION FOR SUMMARY JUDGMENT  
AGAINST DEFENDANTS RP FALCON  
PROPERTIES, LLC, FORMERLY  
KNOWN AS JW HOMES, LLC; RP  
FALCON LAND, LLC, FORMERLY  
KNOWN AS JW LAND INVESTMENT,  
LLC; RP FALCON REALTY, LLC,  
FORMERLY KNOWN AS WIELAND  
REALTY, LLC; AND RESIDENTIAL  
PARTNERS, LLC (COLLECTIVELY  
THE RP COMPANIES), OR  
ALTERNATIVELY MOTION TO  
BIFURCATE FROM TRIAL THE CROSS  
CLAIMS AND/OR THIRD-PARTY  
CLAIMS ASSERTED BY THE RP  
COMPANIES**

Partners III, LLC; Residential Partners IV, )  
 LLC; Paul M. Vasquez; Neighborhood )  
 Management Associates, Inc.; Billie and )  
 Antonio Arias d/b/a Antonio Arias Framing )  
 Construction; Tru-Don Contracting, Inc.; )  
 Fine Builders, LLC; Jose Alfredo Sandoval; )  
 Chad Larsen d/b/a Chad Larsen Co.; Ivan Jose )  
 Paiz d/b/a Jose Construction; William B. )  
 Angel; East Coast Wall Systems, Inc.; )  
 Tracyinne Construction a/k/a T&C )  
 Construction, LLC; Frankcisco and Andrea )  
 DaCosta d/b/a AAA Coastline, Inc.; Jack R. )  
 Clark d/b/a Jack Clark Construction, LLC; )  
 Alex Welch; Tracy McCuiston d/b/a )  
 Mastercraft Interior and Exterior; Universal )  
 Forest Products Eastern Division, Inc. a/k/a )  
 UFP Eastern Division, Inc.; Gonzalo )  
 Guerrero; A-Marc, Inc.; Emmanuel Kehagis )  
 d/b/a Creative Construction; Anthony )  
 Kirksey; Polly S. Clark d/b/a Glenn Clark )  
 Construction; Benjamin Mora a/k/a Benjamin )  
 L. Mora d/b/a Mora Construction f/k/a Mora's )  
 Construction and Benjamin Mora )  
 Construction, LLC n/k/a Mora Construction, )  
 LLC; Daniel L. Rogers d/b/a Rogers Roofing )  
 Co., Inc. n/k/a Dan Rogers Roofing, LLC; )  
 William C. Mulhern d/b/a Bill's Painting; )  
 Mark A. McFarland d/b/a In The Wind, Inc.; )  
 Harbor Master, Inc.; Chad Hood; Kinco Ltd. )  
 a/k/a Kinco, Inc.; Atrium Companies Inc. )  
 d/b/a Atrium Windows and Doors, Inc. a/k/a )  
 HR Windows; The Contractor Yard, Inc.; )  
 New Construction Drywall Hanger, LLC f/k/a )  
 New Construction Drywall Hanger, Inc.; )  
 Doug Pilcher; and Michael Cassidy; DBC )  
 Construction Services, LLC; Gerardo Rosette )  
 Sanchez a/k/a GR Painting, LLC; Jesus Mora )  
 a/k/a J. Mora Brick & Block Mason, LLC; )  
 Juan Luis Sanchez a/k/a Sanchez Brothers )  
 Painting; Latitude Construction Services, )  
 LLC; Richard Ditullio a/k/a RDT )  
 Contracting, LLC; Valencia Medina; J&R )  
 Construction, LLC a/k/a JJ&R Construction, )  
 LLC; Cohen's Drywall Company, LLC; All )  
 American Roofing and Construction, LLC; )  
 and Leor Construction, LLC, )

	)
Defendants.	)
	)
Builders FirstSource-Southeast Group, LLC,	)
Third-Party Plaintiff,	)
vs.	)
AC Construction, Corp.	)
Third-Party Defendant.	)
	)
RP Falcon Properties, LLC (f.k.a JW Homes, LLC); RP Falcon Land, LLC (f.k.a JW Land Investment, LLC); RP Falcon Realty, LLC (f.k.a Wieland Realty, LLC); and Residential Partners, LLC,	)
Third-Party Plaintiffs,	)
vs.	)
COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC,	)
Third-Party Defendants.	)
	)

Defendant All Exteriors Construction, LLC (hereafter “All Exteriors”), moves pursuant to Rule 56 of the South Carolina Rules of Civil Procedure for summary judgment against all claims asserted by the defendants RP Falcon Properties, LLC, formerly known as JW Homes, LLC; RP Falcon Land, LLC, formerly known as JW Land Investment, LLC; RP Falcon Realty, LLC, formerly known as Wieland Realty, LLC; and Residential Partners, LLC (collectively the “RP Companies”). The basis of this motion is that there is no genuine issue as to any material fact, and that All Exteriors is entitled to a judgment in its favor as a matter of law. Rule 56, SCRPC.

Alternatively, if summary judgment is granted only in part, All Exteriors moves pursuant to Rule 42(b) of the South Carolina Rules of Civil Procedure to bifurcate from the future trial of this matter all cross claims and/or third-party claims asserted by the RP Companies against All Exteriors.

All Exteriors agreed to a settlement number with the Plaintiffs at a second mediation conducted on February 8, 2022; however, the RP Companies did not concurrently agree to drop their cross claims asserted against All Exteriors. The RP Companies still refuse to drop their cross claims and/or third-party claims against All Exteriors even though they cannot prevail on their cross claims and/or third-party claims against All Exteriors at this time. These motions are directed to the RP Companies and, upon information and belief, with the support of Plaintiffs. These motions will be supported by the record in this case, relevant statutory and common law, the South Carolina Rules of Civil Procedure, and any memorandums at law accompanying this motion.

This case is currently on the jury trial roster and, pursuant to a scheduling order entered on November 8, 2021, the case is not to be tried before April 29, 2022; however, on February 2, 2022, Defendants named as Jorge Medina, Jorge Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc. (hereafter “JMC”) filed a motion for a day certain trial of this matter as well as a companion case titled Gary Keisler, Individually and as Class Representative, et al. vs John Wieland Homes and Neighborhoods of Carolinas Inc., et al., Civil Action Number 2017-CP-10-5246 (the “Class Action”) that is pending concurrently. The motion for a day certain trial has not yet been heard by the court.

All Exteriors acknowledges that Rule 56(c) of the South Carolina provides that the underlying motion shall be served at least ten (10) days before the time fixed for the hearing. **All Exteriors respectfully requests that this motion be scheduled to be heard on March 14, 2022,**

to accompany arguments already scheduled for 9:30am on March 14, 2022, before the Honorable Edward Miller for motions for summary judgment filed by (a) the Wheelock Entities<sup>1</sup> and (b) the RP Companies against the Plaintiff in the Class Action.

Respectfully submitted,  
COLLINS & LACY, P.C.

By: /s Andrew N. Cole  
Andrew N. Cole, Esquire  
acole@collinsandlacy.com  
James L. Williams, Esquire  
jwilliams@collinsandlacy.com  
Post Office Box 12487  
Columbia, SC 29211  
803.256.2660 (voice)  
803.771.4484 (fax)

ATTORNEYS FOR ALL EXTERIORS  
CONSTRUCTION, LLC

March 3, 2022  
Columbia, South Carolina

---

<sup>1</sup> The “Wheelock Entities” are defined in the respective pleading as defendants WSREF NRT, LLC; Wheelock Street Capital, LLC; Wheelock Street Investment Management, LLC; Wheelock Street Investment Management I, LLC; Wheelock Street Investment Management II, LLC; Wheelock Street Investment Management III, LLC; Wheelock Street Real Estate Fund, LP; Wheelock Street Real Estate Fund II, LP; and Wheelock Street Real Estate Fund V, LP.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
  
NINTH JUDICIAL CIRCUIT

Gary Keisler, Individually and as Class )  
Representative, John Does (1-50) and Jane )  
Does (1-50), )

Civil Action No.: 2017-CP-10-5246

Plaintiff, )

vs. )

John Wieland Homes and Neighborhoods of )  
The Carolinas, Inc. as successor by statutory )  
Merger to John Wieland Homes and )  
Neighborhoods of South Carolina, Inc.; John )  
Wieland Homes of Charleston, Inc.; John )  
Wieland Homes, Inc. n/k/a John Wieland )  
Homes and Neighborhoods of South )  
Carolina; Builder Support Services of the )  
Carolinas, Inc.; Wheelock Street Capital, )  
LLC d/b/a John Wieland Homes and )  
Neighborhoods, Inc.; Wheelock Street real )  
Estate Fund, LP; Wheelock Street Investment )  
Management, LLC; RP Falcon Properties, )  
LLC; Residential Partners, LLC; Middlesex )  
Holdings, LLC; WS JWH, LLC; JWC )  
Phoenix, LLC; Bridgemill Land, LLC; )  
Annisquam Development, LLC; JW Land )  
Investment, LLC; JWC Guilford, LLC; )  
OOTB, LLC; JW Realty Associates, Inc. a/k/a )  
Wieland Realty Associates, Inc.; John )  
Wieland individually; Sue Wieland; Lindsey )  
Parker; Robert Parker; Jack Wieland; Jorge )  
Medina; Jorge Medina a/k/a JMC )  
Construction, Inc. a/k/a JMC Construction, )  
LLC; John Does, (20-50); and Jane Does (41- )  
50); AC Construction, Inc.; Scott Parker, )  
individually; Builders FirstSource-Southeast )  
Group, LLC; Muhler, LLC a/k/a The Muhler )  
Company, Inc.; YKK (U.S.A.), Inc.; )  
Wheelock Street Real Estate Fund II, LP; )  
Wheelock Street Real Estate Fund V, LP; )  
WSREF, NRT, LLC; JW Homes, LLC; JWH )  
RPIPV, LLC; RP Falcon Land, LLC; Wieland )  
Realty, LLC; RP Falcon Realty, LLC; )

**DEFENDANT NAMED AS ALL  
EXTERIORS CONSTRUCTION, LLC’S  
MOTION FOR SUMMARY JUDGMENT  
AGAINST DEFENDANTS RP FALCON  
PROPERTIES, LLC, FORMERLY  
KNOWN AS JW HOMES, LLC; RP  
FALCON LAND, LLC, FORMERLY  
KNOWN AS JW LAND INVESTMENT,  
LLC; RP FALCON REALTY, LLC,  
FORMERLY KNOWN AS WIELAND  
REALTY, LLC; AND RESIDENTIAL  
PARTNERS, LLC (COLLECTIVELY THE  
RP COMPANIES), OR ALTERNATIVELY  
MOTION TO BIFURCATE FROM TRIAL  
THE CROSS CLAIMS AND/OR THIRD-  
PARTY CLAIMS ASSERTED BY THE RP  
COMPANIES**

Residential Partners II, LLC; Residential )  
 Partners III, LLC; Residential Partners IV, )  
 LLC; Paul M. Vasquez; Neighborhood )  
 Management Associates, Inc.; Billie and )  
 Antonio Arias d/b/a Antonio Arias Framing )  
 Construction; Tru-Don Contracting, Inc.; )  
 Fine Builders, LLC; Jose Alfredo Sandoval; )  
 Chad Larsen d/b/a Chad Larsen Co.; Ivan Jose )  
 Paiz d/b/a Jose Construction; William B. )  
 Angel; East Coast Wall Systems, Inc.; )  
 Tracyinne Construction a/k/a T&C )  
 Construction, LLC; Frankcisco and Andrea )  
 DaCosta d/b/a AAA Coastline, Inc.; Jack R. )  
 Clark d/b/a Jack Clark Construction, LLC; )  
 Alex Welch; Tracy McCuiston d/b/a )  
 Mastercraft Interior and Exterior; Universal )  
 Forest Products Eastern Division, Inc. a/k/a )  
 UFP Eastern Division, Inc.; Gonzalo )  
 Guerrero; A-Marc, Inc.; Emmanuel Kehagis )  
 d/b/a Creative Construction; Anthony )  
 Kirksey; Polly S. Clark d/b/a Glenn Clark )  
 Construction; Benjamin Mora a/k/a Benjamin )  
 L. Mora d/b/a Mora Construction f/k/a Mora's )  
 Construction and Benjamin Mora )  
 Construction, LLC n/k/a Mora Construction, )  
 LLC; Daniel L. Rogers d/b/a Rogers Roofing )  
 Co., Inc. n/k/a Dan Rogers Roofing, LLC; )  
 William C. Mulhern d/b/a Bill's Painting; )  
 Mark A. McFarland d/b/a In The Wind, Inc.; )  
 Harbor Master, Inc.; Chad Hood; Kinco Ltd. )  
 a/k/a Kinco, Inc.; Atrium Companies Inc. )  
 d/b/a Atrium Windows and Doors, Inc. a/k/a )  
 HR Windows; The Contractor Yard, Inc.; )  
 New Construction Drywall Hanger, LLC f/k/a )  
 New Construction Drywall Hanger, Inc.; )  
 Doug Pilcher; and Michael Cassidy; DBC )  
 Construction Services, LLC; Gerardo Rosette )  
 Sanchez a/k/a GR Painting, LLC; Jesus Mora )  
 a/k/a J. Mora Brick & Block Mason, LLC; )  
 Juan Luis Sanchez a/k/a Sanchez Brothers )  
 Painting; Latitude Construction Services, )  
 LLC; Richard Ditullio a/k/a RDT )  
 Contracting, LLC; Valencia Medina; J&R )  
 Construction, LLC a/k/a JJ&R Construction, )  
 LLC; Cohen's Drywall Company, LLC; All )  
 )

American Roofing and Construction, LLC; )  
 and Leor Construction, LLC, )  
 )  
 Defendants. )  
 \_\_\_\_\_ )  
 Builders FirstSource-Southeast Group, LLC, )  
 )  
 Third-Party Plaintiff, )  
 )  
 vs. )  
 )  
 AC Construction, Corp. )  
 )  
 Third-Party Defendant. )  
 \_\_\_\_\_ )  
 RP Falcon Properties, LLC (f.k.a JW Homes, )  
 LLC); RP Falcon Land, LLC (f.k.a JW Land )  
 Investment, LLC); RP Falcon Realty, LLC )  
 (f.k.a Wieland Realty, LLC); and Residential )  
 Partners, LLC, )  
 )  
 Third-Party Plaintiffs, )  
 )  
 vs. )  
 )  
 COY-CY Construction; Evans Enterprises; )  
 IML Construction, LLC; and Marcus Built, )  
 LLC, )  
 )  
 Third-Party Defendants. )  
 \_\_\_\_\_ )

Defendant All Exteriors Construction, LLC (hereafter “All Exteriors”), moves pursuant to Rule 56 of the South Carolina Rules of Civil Procedure for summary judgment against all claims asserted by the defendants RP Falcon Properties, LLC, formerly known as JW Homes, LLC; RP Falcon Land, LLC, formerly known as JW Land Investment, LLC; RP Falcon Realty, LLC, formerly known as Wieland Realty, LLC; and Residential Partners, LLC (collectively the “RP Companies”). The basis of this motion is that there is no genuine issue as to any material fact, and that All Exteriors is entitled to a judgment in its favor as a matter of law. Rule 56, SCRPC.

Alternatively, if summary judgment is granted only in part, All Exteriors moves pursuant to Rule 42(b) of the South Carolina Rules of Civil Procedure to bifurcate from the future trial of this matter all cross claims and/or third-party claims asserted by the RP Companies against All Exteriors.

All Exteriors agreed to a settlement number with the Plaintiffs at a second mediation conducted on February 8, 2022; however, the RP Companies did not concurrently agree to drop their cross claims asserted against All Exteriors. The RP Companies still refuse to drop their cross claims and/or third-party claims against All Exteriors even though they cannot prevail on their cross claims and/or third-party claims against All Exteriors at this time. These motions are directed to the RP Companies and, upon information and belief, with the support of Plaintiffs. These motions will be supported by the record in this case, relevant statutory and common law, the South Carolina Rules of Civil Procedure, and any memorandums at law accompanying this motion.

This case is currently on the jury trial roster and, pursuant to a scheduling order entered on November 8, 2021, the case is not to be tried before April 29, 2022; however, on February 2, 2022, Defendants named as Jorge Medina, Jorge Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc. (hereafter “JMC”) filed a motion for a day certain trial of this matter as well as a companion case titled One Hamlin Place Townhome Association Inc., vs John Wieland Homes and Neighborhoods of Carolinas Inc., et al., Civil Action Number 2017-CP-10-5245 (the “HOA Action”) that is pending concurrently. The motion for a day certain trial has not yet been heard by the court.

All Exteriors acknowledges that Rule 56(c) of the South Carolina provides that the underlying motion shall be served at least ten (10) days before the time fixed for the hearing. **All Exteriors respectfully requests that this motion be scheduled to be heard on March 14, 2022,**

to accompany arguments already scheduled for 9:30am on March 14, 2022, before the Honorable Edward Miller for motions for summary judgment filed by (a) the Wheelock Entities<sup>1</sup> and (b) the RP Companies against the Plaintiff in the Class Action.

Respectfully submitted,  
COLLINS & LACY, P.C.

By: /s Andrew N. Cole  
Andrew N. Cole, Esquire  
acole@collinsandlacy.com  
James L. Williams, Esquire  
jwilliams@collinsandlacy.com  
Post Office Box 12487  
Columbia, SC 29211  
803.256.2660 (voice)  
803.771.4484 (fax)

ATTORNEYS FOR ALL EXTERIORS  
CONSTRUCTION, LLC

March 3, 2022  
Columbia, South Carolina

---

<sup>1</sup> The “Wheelock Entities” are defined in the respective pleading as defendants WSREF NRT, LLC; Wheelock Street Capital, LLC; Wheelock Street Investment Management, LLC; Wheelock Street Investment Management I, LLC; Wheelock Street Investment Management II, LLC; Wheelock Street Investment Management III, LLC; Wheelock Street Real Estate Fund, LP; Wheelock Street Real Estate Fund II, LP; and Wheelock Street Real Estate Fund V, LP.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
  
NINTH JUDICIAL CIRCUIT

Gary Keisler, Individually and as Class )  
Representative, John Does (1-50) and Jane )  
Does (1-50), )

Civil Action No.: 2017-CP-10-5246

Plaintiff, )

vs. )

John Wieland Homes and Neighborhoods of )  
The Carolinas, Inc. as successor by statutory )  
Merger to John Wieland Homes and )  
Neighborhoods of South Carolina, Inc.; John )  
Wieland Homes of Charleston, Inc.; John )  
Wieland Homes, Inc. n/k/a John Wieland )  
Homes and Neighborhoods of South )  
Carolina; Builder Support Services of the )  
Carolinas, Inc.; Wheelock Street Capital, )  
LLC d/b/a John Wieland Homes and )  
Neighborhoods, Inc.; Wheelock Street real )  
Estate Fund, LP; Wheelock Street Investment )  
Management, LLC; RP Falcon Properties, )  
LLC; Residential Partners, LLC; Middlesex )  
Holdings, LLC; WS JWH, LLC; JWC )  
Phoenix, LLC; Bridgemill Land, LLC; )  
Annisquam Development, LLC; JW Land )  
Investment, LLC; JWC Guilford, LLC; )  
OOTB, LLC; JW Realty Associates, Inc. a/k/a )  
Wieland Realty Associates, Inc.; John )  
Wieland individually; Sue Wieland; Lindsey )  
Parker; Robert Parker; Jack Wieland; Jorge )  
Medina; Jorge Medina a/k/a JMC )  
Construction, Inc. a/k/a JMC Construction, )  
LLC; John Does, (20-50); and Jane Does (41- )  
50); AC Construction, Inc.; Scott Parker, )  
individually; Builders FirstSource-Southeast )  
Group, LLC; Muhler, LLC a/k/a The Muhler )  
Company, Inc.; YKK (U.S.A.), Inc.; )  
Wheelock Street Real Estate Fund II, LP; )  
Wheelock Street Real Estate Fund V, LP; )  
WSREF, NRT, LLC; JW Homes, LLC; JWH )  
RPIPV, LLC; RP Falcon Land, LLC; Wieland )  
Realty, LLC; RP Falcon Realty, LLC; )

**DEFENDANTS NAMED AS JORGE  
MEDINA, AND JEORGE MEDINA  
A/K/A JMC CONSTRUCTION, LLC  
A/K/A JMC ONSTRUCTION, INC.’S  
MOTION FOR SUMMARY JUDGMENT  
AGAINST DEFENDANTS JOHN  
WIELAND HOMES AND  
NEIGHBORHOODS OF THE  
CAROLINAS, INC. AS SUCCESSOR BY  
STATUTORY MERGER TO JOHN  
WIELAND HOMES AND  
NEIGHBORHOODS OF SOUTH  
CAROLINA, INC.; JOHN WIELAND  
HOMES OF CHARLESTON, INC.; JOHN  
WIELAND HOMES, INC. N/K/A JOHN  
WIELAND HOMES AND  
NEIGHBORHOODS OF SOUTH  
CAROLINA BUILDER SUPPORT  
SERVICES OF THE CAROLINAS, INC.;  
SCOTT PARKER; DOUG PILCHER;  
AND MICHAEL CASSIDY  
(COLLECTIVELY WIELAND) AND  
AGAINST DEFENDANTS RP FALCON  
PROPERTIES, LLC, FORMERLY  
KNOWN AS JW HOMES, LLC; RP  
FALCON LAND, LLC, FORMERLY  
KNOWN AS JW LAND INVESTMENT,  
LLC; RP FALCON REALTY, LLC,  
FORMERLY KNOWN AS WIELAND  
REALTY, LLC; AND RESIDENTIAL  
PARTNERS, LLC (COLLECTIVELY  
THE RP COMPANIES), OR  
ALTERNATIVELY MOTION TO  
BIFURCATE FROM TRIAL THE CROSS  
CLAIMS ASSERTED BY THE  
WIELAND AND THE RP COMPANIES**

Residential Partners II, LLC; Residential )  
 Partners III, LLC; Residential Partners IV, )  
 LLC; Paul M. Vasquez; Neighborhood )  
 Management Associates, Inc.; Billie and )  
 Antonio Arias d/b/a Antonio Arias Framing )  
 Construction; Tru-Don Contracting, Inc.; )  
 Fine Builders, LLC; Jose Alfredo Sandoval; )  
 Chad Larsen d/b/a Chad Larsen Co.; Ivan Jose )  
 Paiz d/b/a Jose Construction; William B. )  
 Angel; East Coast Wall Systems, Inc.; )  
 Tracyinne Construction a/k/a T&C )  
 Construction, LLC; Frankcisco and Andrea )  
 DaCosta d/b/a AAA Coastline, Inc.; Jack R. )  
 Clark d/b/a Jack Clark Construction, LLC; )  
 Alex Welch; Tracy McCuiston d/b/a )  
 Mastercraft Interior and Exterior; Universal )  
 Forest Products Eastern Division, Inc. a/k/a )  
 UFP Eastern Division, Inc.; Gonzalo )  
 Guerrero; A-Marc, Inc.; Emmanuel Kehagis )  
 d/b/a Creative Construction; Anthony )  
 Kirksey; Polly S. Clark d/b/a Glenn Clark )  
 Construction; Benjamin Mora a/k/a Benjamin )  
 L. Mora d/b/a Mora Construction f/k/a Mora's )  
 Construction and Benjamin Mora )  
 Construction, LLC n/k/a Mora Construction, )  
 LLC; Daniel L. Rogers d/b/a Rogers Roofing )  
 Co., Inc. n/k/a Dan Rogers Roofing, LLC; )  
 William C. Mulhern d/b/a Bill's Painting; )  
 Mark A. McFarland d/b/a In The Wind, Inc.; )  
 Harbor Master, Inc.; Chad Hood; Kinco Ltd. )  
 a/k/a Kinco, Inc.; Atrium Companies Inc. )  
 d/b/a Atrium Windows and Doors, Inc. a/k/a )  
 HR Windows; The Contractor Yard, Inc.; )  
 New Construction Drywall Hanger, LLC f/k/a )  
 New Construction Drywall Hanger, Inc.; )  
 Doug Pilcher; and Michael Cassidy; DBC )  
 Construction Services, LLC; Gerardo Rosette )  
 Sanchez a/k/a GR Painting, LLC; Jesus Mora )  
 a/k/a J. Mora Brick & Block Mason, LLC; )  
 Juan Luis Sanchez a/k/a Sanchez Brothers )  
 Painting; Latitude Construction Services, )  
 LLC; Richard Ditullio a/k/a RDT )  
 Contracting, LLC; Valencia Medina; J&R )  
 Construction, LLC a/k/a JJ&R Construction, )  
 LLC; Cohen's Drywall Company, LLC; All )  
 )

American Roofing and Construction, LLC; )  
 and Leor Construction, LLC, )  
 )  
 Defendants. )  
 \_\_\_\_\_ )  
 Builders FirstSource-Southeast Group, LLC, )  
 )  
 Third-Party Plaintiff, )  
 )  
 vs. )  
 )  
 AC Construction, Corp. )  
 )  
 Third-Party Defendant. )  
 \_\_\_\_\_ )  
 RP Falcon Properties, LLC (f.k.a JW Homes, )  
 LLC); RP Falcon Land, LLC (f.k.a JW Land )  
 Investment, LLC); RP Falcon Realty, LLC )  
 (f.k.a Wieland Realty, LLC); and Residential )  
 Partners, LLC, )  
 )  
 Third-Party Plaintiffs, )  
 )  
 vs. )  
 )  
 COY-CY Construction; Evans Enterprises; )  
 IML Construction, LLC; and Marcus Built, )  
 LLC, )  
 )  
 Third-Party Defendants. )  
 \_\_\_\_\_ )

Defendants named as Jorge Medina, Jorge Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc. (hereafter “JMC”), moves pursuant to Rule 56 of the South Carolina Rules of Civil Procedure for summary judgment against all claims asserted by the defendants John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory Merger to John Wieland Homes and Neighborhoods of South Carolina, Inc.; John Wieland Homes of Charleston, Inc.; John Wieland Homes, Inc. n/k/a John Wieland Homes and Neighborhoods of South Carolina Builder Support Services of the Carolinas, Inc.; Scott Parker; Doug Pilcher; and

Michael Cassidy (collectively “Wieland”) as well as all claims asserted by defendants RP Falcon Properties, LLC, formerly known as JW Homes, LLC; RP Falcon Land, LLC, formerly known as JW Land Investment, LLC; RP Falcon Realty, LLC, formerly known as Wieland Realty, LLC; and Residential Partners, LLC (collectively the “RP Companies”). The basis of this motion is that there is no genuine issue as to any material fact, and that JMC is entitled to a judgment in its favor as a matter of law. Rule 56, SCRCP.

Alternatively, if summary judgment is granted only in part, JMC moves pursuant to Rule 42(b) of the South Carolina Rules of Civil Procedure to bifurcate from the future trial of this matter all cross claims and/or third-party claims asserted by Wieland and the RP Companies against JMC.

JMC agreed to a settlement number with the Plaintiffs at a second mediation conducted on February 8, 2022; however, Wieland and the RP Companies did not concurrently agree to drop their cross claims asserted against JMC. Wieland and the RP Companies still refuse to drop their cross claims and/or third-party claims against JMC even though neither Wieland nor the RP Companies can prevail on their cross claims and/or third-party claims against JMC at this time. These motions are directed to Wieland and the RP Companies and, upon information and belief, with the support of Plaintiffs. These motions will be supported by the record in this case, relevant statutory and common law, the South Carolina Rules of Civil Procedure, and any memorandums at law accompanying this motion.

This case is currently on the jury trial roster and, pursuant to a scheduling order entered on November 8, 2021, the case is not to be tried before April 29, 2022; however, on February 2, 2022, JMC filed a motion for a day certain trial of this matter as well as a companion case titled One Hamlin Place Townhome Association Inc., vs John Wieland Homes and Neighborhoods of

Carolinas Inc., et al., Civil Action Number 2017-CP-10-5245 (the “HOA Action”) that is pending concurrently. The motion for a day certain trial has not yet been heard by the court.

JMC acknowledges that Rule 56(c) of the South Carolina provides that the underlying motion shall be served at least ten (10) days before the time fixed for the hearing. **JMC respectfully requests that this motion be scheduled to be heard on March 14, 2022**, to accompany arguments already scheduled for 9:30am on March 14, 2022, before the Honorable Edward Miller for motions for summary judgment filed by (a) the Wheelock Entities<sup>1</sup> and (b) the RP Companies against the Plaintiff in the Class Action.

Respectfully submitted,  
COLLINS & LACY, P.C.

By: /s Andrew N. Cole  
Andrew N. Cole, Esquire  
acole@collinsandlacy.com  
James L. Williams, Esquire  
jwilliams@collinsandlacy.com  
Post Office Box 12487  
Columbia, SC 29211  
803.256.2660 (voice)  
803.771.4484 (fax)

ATTORNEYS FOR JEORGE MEDINA,  
JEORGE MEDINA A/K/A JMC  
CONSTRUCTION, INC.

March 3, 2022  
Columbia, South Carolina

---

<sup>1</sup> The “Wheelock Entities” are defined in the respective pleading as defendants WSREF NRT, LLC; Wheelock Street Capital, LLC; Wheelock Street Investment Management, LLC; Wheelock Street Investment Management I, LLC; Wheelock Street Investment Management II, LLC; Wheelock Street Investment Management III, LLC; Wheelock Street Real Estate Fund, LP; Wheelock Street Real Estate Fund II, LP; and Wheelock Street Real Estate Fund V, LP.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
  
NINTH JUDICIAL CIRCUIT

One Hamlin Place Townhome Association, )  
Inc., )  
 )  
Plaintiff, )

Civil Action No.: 2017-CP-10-5245

vs. )

**DEFENDANTS NAMED AS JORGE  
MEDINA, AND JEORGE MEDINA  
A/K/A JMC CONSTRUCTION, LLC  
A/K/A JMC CONSTRUCTION, INC.'S  
MOTION FOR SUMMARY JUDGMENT  
AGAINST DEFENDANTS JOHN  
WIELAND HOMES AND  
NEIGHBORHOODS OF THE  
CAROLINAS, INC. AS SUCCESSOR BY  
STATUTORY MERGER TO JOHN  
WIELAND HOMES AND  
NEIGHBORHOODS OF SOUTH  
CAROLINA, INC.; JOHN WIELAND  
HOMES OF CHARLESTON, INC.; JOHN  
WIELAND HOMES, INC. N/K/A JOHN  
WIELAND HOMES AND  
NEIGHBORHOODS OF SOUTH  
CAROLINA BUILDER SUPPORT  
SERVICES OF THE CAROLINAS, INC.;  
SCOTT PARKER; DOUG PILCHER;  
AND MICHAEL CASSIDY  
(COLLECTIVELY WIELAND) AND  
AGAINST DEFENDANTS RP FALCON  
PROPERTIES, LLC, FORMERLY  
KNOWN AS JW HOMES, LLC; RP  
FALCON LAND, LLC, FORMERLY  
KNOWN AS JW LAND INVESTMENT,  
LLC; RP FALCON REALTY, LLC,  
FORMERLY KNOWN AS WIELAND  
REALTY, LLC; AND RESIDENTIAL  
PARTNERS, LLC (COLLECTIVELY  
THE RP COMPANIES), OR  
ALTERNATIVELY MOTION TO  
BIFURCATE FROM TRIAL THE CROSS  
CLAIMS ASSERTED BY THE  
WIELAND AND THE RP COMPANIES**

John Wieland Homes and Neighborhoods of )  
The Carolinas, Inc. as successor by statutory )  
Merger to John Wieland Homes and )  
Neighborhoods of South Carolina, Inc.; John )  
Wieland Homes of Charleston, Inc.; John )  
Wieland Homes, Inc. n/k/a John Wieland )  
Homes and Neighborhoods of South )  
Carolina; Builder Support Services of the )  
Carolinas, Inc.; Wheelock Street Capital, )  
LLC d/b/a John Wieland Homes and )  
Neighborhoods, Inc.; Wheelock Street real )  
Estate Fund, LP; Wheelock Street Investment )  
Management, LLC; RP Falcon Properties, )  
LLC; Residential Partners, LLC; Middlesex )  
Holdings, LLC; WS JWH, LLC; JWC )  
Phoenix, LLC; Bridgemill Land, LLC; )  
Annisquam Development, LLC; JW Land )  
Investment, LLC; JWC Guilford, LLC; )  
OOTB, LLC; JW Realty Associates, Inc. a/k/a )  
Wieland Realty Associates, Inc.; John )  
Wieland individually; Sue Wieland; Lindsey )  
Parker; Robert Parker; Jack Wieland; Jorge )  
Medina; Jorge Medina a/k/a JMC )  
Construction, Inc. a/k/a JMC Construction, )  
LLC; John Does, (20-50); and Jane Does (41- )  
50); AC Construction, Inc.; Scott Parker, )  
individually; Builders FirstSource-Southeast )  
Group, LLC; Muhler, LLC a/k/a The Muhler )  
Company, Inc.; YKK (U.S.A.), Inc.; )  
Wheelock Street Real Estate Fund II, LP; )  
Wheelock Street Real Estate Fund V, LP; )  
WSREF, NRT, LLC; JW Homes, LLC; JWH )  
RPIPV, LLC; RP Falcon Land, LLC; Wieland )  
Realty, LLC; RP Falcon Realty, LLC; )  
Residential Partners II, LLC; Residential )

Partners III, LLC; Residential Partners IV, )  
 LLC; Paul M. Vasquez; Neighborhood )  
 Management Associates, Inc.; Billie and )  
 Antonio Arias d/b/a Antonio Arias Framing )  
 Construction; Tru-Don Contracting, Inc.; )  
 Fine Builders, LLC; Jose Alfredo Sandoval; )  
 Chad Larsen d/b/a Chad Larsen Co.; Ivan Jose )  
 Paiz d/b/a Jose Construction; William B. )  
 Angel; East Coast Wall Systems, Inc.; )  
 Tracyinne Construction a/k/a T&C )  
 Construction, LLC; Frankcisco and Andrea )  
 DaCosta d/b/a AAA Coastline, Inc.; Jack R. )  
 Clark d/b/a Jack Clark Construction, LLC; )  
 Alex Welch; Tracy McCuiston d/b/a )  
 Mastercraft Interior and Exterior; Universal )  
 Forest Products Eastern Division, Inc. a/k/a )  
 UFP Eastern Division, Inc.; Gonzalo )  
 Guerrero; A-Marc, Inc.; Emmanuel Kehagis )  
 d/b/a Creative Construction; Anthony )  
 Kirksey; Polly S. Clark d/b/a Glenn Clark )  
 Construction; Benjamin Mora a/k/a Benjamin )  
 L. Mora d/b/a Mora Construction f/k/a Mora's )  
 Construction and Benjamin Mora )  
 Construction, LLC n/k/a Mora Construction, )  
 LLC; Daniel L. Rogers d/b/a Rogers Roofing )  
 Co., Inc. n/k/a Dan Rogers Roofing, LLC; )  
 William C. Mulhern d/b/a Bill's Painting; )  
 Mark A. McFarland d/b/a In The Wind, Inc.; )  
 Harbor Master, Inc.; Chad Hood; Kinco Ltd. )  
 a/k/a Kinco, Inc.; Atrium Companies Inc. )  
 d/b/a Atrium Windows and Doors, Inc. a/k/a )  
 HR Windows; The Contractor Yard, Inc.; )  
 New Construction Drywall Hanger, LLC f/k/a )  
 New Construction Drywall Hanger, Inc.; )  
 Doug Pilcher; and Michael Cassidy; DBC )  
 Construction Services, LLC; Gerardo Rosette )  
 Sanchez a/k/a GR Painting, LLC; Jesus Mora )  
 a/k/a J. Mora Brick & Block Mason, LLC; )  
 Juan Luis Sanchez a/k/a Sanchez Brothers )  
 Painting; Latitude Construction Services, )  
 LLC; Richard Ditullio a/k/a RDT )  
 Contracting, LLC; Valencia Medina; J&R )  
 Construction, LLC a/k/a JJ&R Construction, )  
 LLC; Cohen's Drywall Company, LLC; All )  
 American Roofing and Construction, LLC; )  
 and Leor Construction, LLC, )

	)
Defendants.	)
	)
Builders FirstSource-Southeast Group, LLC,	)
Third-Party Plaintiff,	)
vs.	)
AC Construction, Corp.	)
Third-Party Defendant.	)
	)
RP Falcon Properties, LLC (f.k.a JW Homes, LLC); RP Falcon Land, LLC (f.k.a JW Land Investment, LLC); RP Falcon Realty, LLC (f.k.a Wieland Realty, LLC); and Residential Partners, LLC,	)
Third-Party Plaintiffs,	)
vs.	)
COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC,	)
Third-Party Defendants.	)
	)

Defendants named as Jorge Medina, Jorge Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc. (hereafter “JMC”), moves pursuant to Rule 56 of the South Carolina Rules of Civil Procedure for summary judgment against all claims asserted by the defendants John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory Merger to John Wieland Homes and Neighborhoods of South Carolina, Inc.; John Wieland Homes of Charleston, Inc.; John Wieland Homes, Inc. n/k/a John Wieland Homes and Neighborhoods of South Carolina Builder Support Services of the Carolinas, Inc.; Scott Parker; Doug Pilcher; and

Michael Cassidy (collectively “Wieland”) as well as all claims asserted by defendants RP Falcon Properties, LLC, formerly known as JW Homes, LLC; RP Falcon Land, LLC, formerly known as JW Land Investment, LLC; RP Falcon Realty, LLC, formerly known as Wieland Realty, LLC; and Residential Partners, LLC (collectively the “RP Companies”). The basis of this motion is that there is no genuine issue as to any material fact, and that JMC is entitled to a judgment in its favor as a matter of law. Rule 56, SCRPC.

Alternatively, if summary judgment is granted only in part, JMC moves pursuant to Rule 42(b) of the South Carolina Rules of Civil Procedure to bifurcate from the future trial of this matter all cross claims and/or third-party claims asserted by Wieland and the RP Companies against JMC.

JMC agreed to a settlement number with the Plaintiffs at a second mediation conducted on February 8, 2022; however, Wieland and the RP Companies did not concurrently agree to drop their cross claims asserted against JMC. Wieland and the RP Companies still refuse to drop their cross claims and/or third-party claims against JMC even though neither Wieland nor the RP Companies can prevail on their cross claims and/or third-party claims against JMC at this time. These motions are directed to Wieland and the RP Companies and, upon information and belief, with the support of Plaintiffs. These motions will be supported by the record in this case, relevant statutory and common law, the South Carolina Rules of Civil Procedure, and any memorandums at law accompanying this motion.

This case is currently on the jury trial roster and, pursuant to a scheduling order entered on November 8, 2021, the case is not to be tried before April 29, 2022; however, on February 2, 2022, JMC filed a motion for a day certain trial of this matter as well as a companion case titled Gary Keisler, Individually and as Class Representative, et al. vs John Wieland Homes and Neighborhoods of Carolinas Inc., et al., Civil Action Number 2017-CP-10-5246 (the “Class

Action”) that is pending concurrently. The motion for a day certain trial has not yet been heard by the court.

JMC acknowledges that Rule 56(c) of the South Carolina provides that the underlying motion shall be served at least ten (10) days before the time fixed for the hearing. **JMC respectfully requests that this motion be scheduled to be heard on March 14, 2022**, to accompany arguments already scheduled for 9:30am on March 14, 2022, before the Honorable Edward Miller for motions for summary judgment filed by (a) the Wheelock Entities<sup>1</sup> and (b) the RP Companies against the Plaintiff in the Class Action.

Respectfully submitted,  
COLLINS & LACY, P.C.

By: /s Andrew N. Cole  
Andrew N. Cole, Esquire  
acole@collinsandlacy.com  
James L. Williams, Esquire  
jwilliams@collinsandlacy.com  
Post Office Box 12487  
Columbia, SC 29211  
803.256.2660 (voice)  
803.771.4484 (fax)

ATTORNEYS FOR JEORGE MEDINA,  
JEORGE MEDINA A/K/A JMC  
CONSTRUCTION, INC.

March 3, 2022  
Columbia, South Carolina

---

<sup>1</sup> The “Wheelock Entities” are defined in the respective pleading as defendants WSREF NRT, LLC; Wheelock Street Capital, LLC; Wheelock Street Investment Management, LLC; Wheelock Street Investment Management I, LLC; Wheelock Street Investment Management II, LLC; Wheelock Street Investment Management III, LLC; Wheelock Street Real Estate Fund, LP; Wheelock Street Real Estate Fund II, LP; and Wheelock Street Real Estate Fund V, LP.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
  
NINTH JUDICIAL CIRCUIT

One Hamlin Place Townhome Association, )  
Inc., )  
 )  
Plaintiff, )

Civil Action No.: 2017-CP-10-5245

vs. )

**DEFENDANT NAMED AS ALL  
EXTERIORS CONSTRUCTION, LLC’S  
MEMORANDUM IN SUPPORT OF ITS  
MOTION FOR SUMMARY JUDGMENT  
AGAINST DEFENDANTS RP FALCON  
PROPERTIES, LLC, FORMERLY  
KNOWN AS JW HOMES, LLC; RP  
FALCON LAND, LLC, FORMERLY  
KNOWN AS JW LAND INVESTMENT,  
LLC; RP FALCON REALTY, LLC,  
FORMERLY KNOWN AS WIELAND  
REALTY, LLC; AND RESIDENTIAL  
PARTNERS, LLC (COLLECTIVELY  
THE RP COMPANIES), OR  
ALTERNATIVELY MOTION TO  
BIFURCATE FROM TRIAL THE CROSS  
CLAIMS ASSERTED BY THE RP  
COMPANIES**

John Wieland Homes and Neighborhoods of )  
The Carolinas, Inc. as successor by statutory )  
Merger to John Wieland Homes and )  
Neighborhoods of South Carolina, Inc.; John )  
Wieland Homes of Charleston, Inc.; John )  
Wieland Homes, Inc. n/k/a John Wieland )  
Homes and Neighborhoods of South )  
Carolina; Builder Support Services of the )  
Carolinas, Inc.; Wheelock Street Capital, )  
LLC d/b/a John Wieland Homes and )  
Neighborhoods, Inc.; Wheelock Street real )  
Estate Fund, LP; Wheelock Street Investment )  
Management, LLC; RP Falcon Properties, )  
LLC; Residential Partners, LLC; Middlesex )  
Holdings, LLC; WS JWH, LLC; JWC )  
Phoenix, LLC; Bridgemill Land, LLC; )  
Annisquam Development, LLC; JW Land )  
Investment, LLC; JWC Guilford, LLC; )  
OOTB, LLC; JW Realty Associates, Inc. a/k/a )  
Wieland Realty Associates, Inc.; John )  
Wieland individually; Sue Wieland; Lindsey )  
Parker; Robert Parker; Jack Wieland; Jorge )  
Medina; Jorge Medina a/k/a JMC )  
Construction, Inc. a/k/a JMC Construction, )  
LLC; John Does, (20-50); and Jane Does (41- )  
50); AC Construction, Inc.; Scott Parker, )  
individually; Builders FirstSource-Southeast )  
Group, LLC; Muhler, LLC a/k/a The Muhler )  
Company, Inc.; YKK (U.S.A.), Inc.; )  
Wheelock Street Real Estate Fund II, LP; )  
Wheelock Street Real Estate Fund V, LP; )  
WSREF, NRT, LLC; JW Homes, LLC; JWH )  
RPIPV, LLC; RP Falcon Land, LLC; Wieland )  
Realty, LLC; RP Falcon Realty, LLC; )  
Residential Partners II, LLC; Residential )

Partners III, LLC; Residential Partners IV, )  
 LLC; Paul M. Vasquez; Neighborhood )  
 Management Associates, Inc.; Billie and )  
 Antonio Arias d/b/a Antonio Arias Framing )  
 Construction; Tru-Don Contracting, Inc.; )  
 Fine Builders, LLC; Jose Alfredo Sandoval; )  
 Chad Larsen d/b/a Chad Larsen Co.; Ivan Jose )  
 Paiz d/b/a Jose Construction; William B. )  
 Angel; East Coast Wall Systems, Inc.; )  
 Tracyinne Construction a/k/a T&C )  
 Construction, LLC; Frankcisco and Andrea )  
 DaCosta d/b/a AAA Coastline, Inc.; Jack R. )  
 Clark d/b/a Jack Clark Construction, LLC; )  
 Alex Welch; Tracy McCuiston d/b/a )  
 Mastercraft Interior and Exterior; Universal )  
 Forest Products Eastern Division, Inc. a/k/a )  
 UFP Eastern Division, Inc.; Gonzalo )  
 Guerrero; A-Marc, Inc.; Emmanuel Kehagis )  
 d/b/a Creative Construction; Anthony )  
 Kirksey; Polly S. Clark d/b/a Glenn Clark )  
 Construction; Benjamin Mora a/k/a Benjamin )  
 L. Mora d/b/a Mora Construction f/k/a Mora's )  
 Construction and Benjamin Mora )  
 Construction, LLC n/k/a Mora Construction, )  
 LLC; Daniel L. Rogers d/b/a Rogers Roofing )  
 Co., Inc. n/k/a Dan Rogers Roofing, LLC; )  
 William C. Mulhern d/b/a Bill's Painting; )  
 Mark A. McFarland d/b/a In The Wind, Inc.; )  
 Harbor Master, Inc.; Chad Hood; Kinco Ltd. )  
 a/k/a Kinco, Inc.; Atrium Companies Inc. )  
 d/b/a Atrium Windows and Doors, Inc. a/k/a )  
 HR Windows; The Contractor Yard, Inc.; )  
 New Construction Drywall Hanger, LLC f/k/a )  
 New Construction Drywall Hanger, Inc.; )  
 Doug Pilcher; and Michael Cassidy; DBC )  
 Construction Services, LLC; Gerardo Rosette )  
 Sanchez a/k/a GR Painting, LLC; Jesus Mora )  
 a/k/a J. Mora Brick & Block Mason, LLC; )  
 Juan Luis Sanchez a/k/a Sanchez Brothers )  
 Painting; Latitude Construction Services, )  
 LLC; Richard Ditullio a/k/a RDT )  
 Contracting, LLC; Valencia Medina; J&R )  
 Construction, LLC a/k/a JJ&R Construction, )  
 LLC; Cohen's Drywall Company, LLC; All )  
 American Roofing and Construction, LLC; )  
 and Leor Construction, LLC, )

	)
Defendants.	)
	)
Builders FirstSource-Southeast Group, LLC,	)
Third-Party Plaintiff,	)
vs.	)
AC Construction, Corp.	)
Third-Party Defendant.	)
	)
RP Falcon Properties, LLC (f.k.a JW Homes, LLC); RP Falcon Land, LLC (f.k.a JW Land Investment, LLC); RP Falcon Realty, LLC (f.k.a Wieland Realty, LLC); and Residential Partners, LLC,	)
Third-Party Plaintiffs,	)
vs.	)
COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC,	)
Third-Party Defendants.	)
	)

Defendant All Exteriors Construction, LLC (hereafter “All Exteriors”) submits this memorandum in support of its motion for summary judgment or alternatively motion to bifurcate the third-party claims asserted by the defendants RP Falcon Properties, LLC, formerly known as JW Homes, LLC; RP Falcon Land, LLC, formerly known as JW Land Investment, LLC; RP Falcon Realty, LLC, formerly known as Wieland Realty, LLC; and Residential Partners, LLC (collectively the “RP Companies”). The original motion was filed March 3, 2022. The motion is scheduled to be heard by the Honorable Bentley Price on Monday, April 18, 2022.

All Exteriors respectfully states that it is entitled to summary judgment as a matter of law but, at the very least, that the third-party claims asserted by the RP Companies should be bifurcated from the primary trial in this case since the primary trial between Plaintiffs, the RP Companies, and other parties that have not settled out of this case, will most assuredly make the RP Companies' third-party claims moot.

### BACKGROUND

This is a construction defect lawsuit involving eleven (11) buildings that comprise the One Hamlin Plantation Townhomes (hereinafter the "One Hamlin Townhomes") which are located on the streets of Amenity Park Drive and Monhegan Way in Mount Pleasant, Charleston County, South Carolina. Wieland<sup>1</sup> was the developer and general contractor for the construction of Buildings 1, 2, 3, and 4 at the One Hamlin Townhomes. The RP Companies were the developer and general contractor for the construction of Buildings 5, 6, 7, 8, 9, 10, and 11 at the One Hamlin Townhomes. Buildings 1 through 4 were completed between August 2009 and April 2012 and Buildings 5 through 11 were completed between April 2013 and November 2014.

Wieland and the RP Companies produced invoices and purchase orders in discovery in this case. No written contract between the RP Companies and All Exteriors has been produced. This is not surprising as Jorge Medina, the sole owner of All Exteriors, testified in depositions in other matters and will testify in this case that All Exteriors did not have a written contract with the RP Companies. Instead, All Exteriors submitted invoices and/or purchase orders for its work on projects by the RP Companies. Based on these invoices, JMC<sup>2</sup> performed work on Buildings 1, 2,

---

<sup>1</sup> The defendants named as John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory Merger to John Wieland Homes and Neighborhoods of South Carolina, Inc., John Wieland Homes of Charleston, Inc., John Wieland Homes, Inc. n/k/a John Wieland Homes and Neighborhoods of South Carolina Builder Support Services of the Carolinas, Inc., Scott Parker, Doug Pilcher and Michael Cassidy are collectively identified as "Wieland" by the parties in litigation.

<sup>2</sup> Named in the caption as Jorge Medina, Jorge Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc., which is identified by the parties in litigation as "JMC."

3, 4, 6, and part of 5. Generally, JMC's scope of work was the installation of siding, trim, and the asphalt shingle roofs on Buildings 2, 4, and 6. All Exteriors performed a similar scope of work and installed siding and trim on Buildings 7, 8, 9, 10, 11, and part of 5. (See the attached Exhibit H for a site map of the One Hamlin Townhomes.)

Jorge Medina was at all times the owner of the entities identified in the caption as JMC Construction, Inc.; JMC Construction, LLC; and All Exteriors Construction, LLC. These were separate entities, but the scopes and type of work performed by each was similar. JMC Construction, Inc. was formed with the South Carolina Secretary of State on May 15, 2000. JMC Construction, Inc. was no longer operating when the One Hamlin Townhomes were constructed. JMC Construction, LLC was formed with the South Carolina Secretary of State on April 21, 2005. All Exteriors Construction, LLC was formed with the South Carolina Secretary of State on May 9, 2013. Generally, JMC Construction, Inc. ceased operations when JMC Construction, LLC was formed and JMC Construction, LLC ceased operations when All Exteriors Construction, LLC was formed.

Plaintiffs filed their original summonses and complaints for One Hamlin Place Townhome Association, Inc. v. John Wieland, et al., C/A No. 2017-CP-10-5245 (the "HOA Action") and Keisler v. John Wieland, et al., C/A No. 2017-CP-10-5246 (the "Class Action") on October 12, 2017. Plaintiffs in the HOA Action asserted claims against all or some of the named defendants sounding in (1) violation of the South Carolina Unfair Trade Practices Act, (2) breach of implied warranties, (3) breach of implied warranty of fitness of habitability, (4) breach of implied warranty of fitness for a particular purpose, (5) breach of implied warranties as to the project's development and construction, (6) negligence, (7) negligent misrepresentation, (8) breach of fiduciary duty, (9) alter ego liability and piercing the corporate veil, (10) strict liability, (11) individual liability as to

the Developer defendants, (12) amalgamation, (13) civil conspiracy, and (14) fraudulent conveyances. The Plaintiff in the Class Action asserted the same causes of action and asserted that the matter was proper for class certification. The class has not been certified by the court. Plaintiffs amended the HOA Action and the Class Action complaints on January 17, 2018, and again on January 30, 2019. The third-amended complaint in the Class Action was filed November 11, 2020. Generally, each amended pleading revised the number of defendants that the Plaintiffs in both actions were listing in the captions.

The RP Companies filed amended answers to Plaintiffs' Second Amended Complaints and asserted third-party claims against All Exteriors on February 5, 2020. The RP Companies asserted claims for (1) indemnity; (2) negligence; (3) breach of warranty; (4) breach of contract. They also asserted a claim for (5) strict liability/products liability against a window manufacturer. All Exteriors answered these claims on March 13, 2020. On November 24, 2020, The RP Companies renewed their cross claims and third-party claims when responding to the Third-Amended Complaint in the Class Action, which was filed November 11, 2020. All Exteriors generally denied the substantive allegations alleged in the pleadings by the Plaintiffs as well as the third-party claims by the RP Companies.

The HOA Action and the Class Action were mediated together twice. The first mediation was on September 8 and 9, 2021. The second mediation was on February 8, 2022.<sup>3</sup> JMC, in conjunction with All Exteriors, agreed to a settlement number with the Plaintiffs at the second mediation. The general terms of the settlement were set forth in a Memorandum of Settlement that was electronically signed by counsel for Plaintiffs, JMC, and All Exteriors with the intent that the document complied with South Carolina Civil Procedure Rule 43(k). The settlement included

---

<sup>3</sup> Because of continued Covid restrictions, the second mediation was conducted virtually.

a condition that was waivable by JMC and All Exteriors that the cross claims and/or third-party claims asserted by Wieland and the RP Companies would concurrently be dismissed. All Exteriors asked the RP Companies to voluntarily dismiss their third-party claims against it, but the RP Companies have not agreed to dismiss their third-party claims. Instead of triggering the settlement contingency, All Exteriors now files its motion and memorandum of law asking the court to grant summary judgment against the RP Companies, or alternatively to bifurcate the claims asserted by the RP Companies against All Exteriors.

## MOTION FOR SUMMARY JUDGMENT

### Standard of Review

Summary judgment is appropriate where “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 and that the moving party is entitled to a judgment as a matter of law.” S.C. R. Civ. P. 56(c). “Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). “With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility ‘may be discharged by “showing”—that is, pointing out to the [trial] court—that there is an absence of evidence to support the nonmoving party’s case.’” Id. (quoting Celotex Corp. v. Catrett, 477 U.S. 317, 325 (1986)).

“Once moving party carries its initial burden, opposing party must, under Rule 56(e), do more than simply show that there is some metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a genuine issue for trial.” Id. (internal quotation marks and citation omitted; emphasis added). Indeed, Rule 56(e) specifically prohibits

the nonmoving party from resting upon the mere allegations or denials of its pleadings. *Id.* Specifically, “[o]nce the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial.” *Miller v. Blumenthal Mills, Inc.*, 365 S.C. 204, 220, 616 S.E.2d 722, 730 (Ct. App. 2005) (emphasis added) (citing *Regions Bank v. Schmauch*, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003); *Rife v. Hitachi Constr. Mach. Co., Ltd.*, 363 S.C. 209, 241, 609 S.E.2d 565, 568 (Ct. App. 2005)).

“In cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. Nevertheless, when the evidence is susceptible of only one reasonable interpretation, summary judgment may be granted.” *Holmes v. E. Cooper Community Hosp., Inc.*, 408 S.C. 138, 154, 758 S.E.2d 483, 492 (2014).

“The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). “[S]ummary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner.” *David v. McLeod Reg'l Med Ctr.*, 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006) (emphasis added).

### **Legal Arguments for Granting Summary Judgment**

#### **1. The RP Companies’ third-party claims are merely alternative wordings for a claim for equitable indemnity.**

There is no written contract between the RP Companies and All Exteriors. Even if the RP Companies now allege that a written contract was entered between them, the RP Companies are required to produce a copy of the alleged applicable contract(s) in order to prove the content and

existence of the referenced document. See Stoneledge at Lake Keowee Owners' Ass'n, Inc., et al. v. Builders FirstSource-Southeast Group., et al., 413 S.C. 630, 641, 776 S.E.2d 434, 440 (Ct.App. 2015), reh'g den. (Sept. 14, 2015), cert. den. (Oct. 20, 2016) (Stoneledge B) (Referencing Rule 1002, SCRE, to explain that “the witness’s testimony—without reference to a specific writing—is inadmissible to prove the contract [attempting to be enforced] contained an indemnity provision.”).

In South Carolina, alleged claims that are merely disguised claims for equitable indemnity should be dismissed and/or restated as claims for equitable indemnity. “The character of an action is primarily determined by the allegations contained in the complaint.” Stoneledge at Lake Keowee Owners' Association, Inc., et al. v. Clear View Construction, LLC, et al., 413 S.C. 615, 620, 776 S.E.2d 426, 429 (Ct.App. 2015) (Stoneledge A); Stoneledge B at 635, 776 S.E.2d at 437. The character of the cross claim is a question of law for the court. Stoneledge A at 620-621, 776 S.E.2d at 429; Stoneledge B at 635, 776 S.E.2d at 437.

The RP Companies filed their amended answer, cross claims, and third-party claims in response to Plaintiffs’ Second Amended Complaint on February 5, 2020. The cross claims and third-party claims mirror each other. In its third-party claim for indemnity, the RP Companies seek “to recover from Subcontractor Defendants their attorney’s fees, costs and other expenses incurred in defending this action, and entitling RP Companies to recover from Subcontractor Defendants any sums for which it may be held liable to Plaintiffs.” (Pleading ¶289) In their third-party claim for negligence, the RP Companies seek to collect “against the Subcontractor Defendants in the amount of any monies they have been adjudged to owe Plaintiffs, or which they pay Plaintiffs in settlement of Plaintiffs’ claims, as well as fees and costs incurred in the investigation, defense and settlement of this claim.” (Pleading ¶294) The RP Companies further claim special damages “in that their professional reputation has been harmed” and have incurred

defense costs because of this litigation. (Pleading ¶296) In their third-party claim for breach of warranty, the RP Companies seeks to collect “against the Subcontractor Defendants in the amount of any monies they have been adjudged to owe Plaintiffs, or which they pay Plaintiffs in settlement of Plaintiffs’ claims, as well as fees and costs incurred in the investigation, defense and settlement of this claim.” (Pleading ¶300) The RP Companies further claim special damages “in that their professional reputation has been harmed” and they have incurred defense costs because of this litigation. (Pleading ¶302) In its third-party claim for breach of contract, the RP Companies seek to collect “damage in the amount of any money they have been adjudged to owe Plaintiffs, or which they pay Plaintiffs in settlement of Plaintiffs’ claims, plus the costs of investigating and defending this claim.” (Pleading ¶307)

The third-party claims alleged by the RP Companies only exist because Plaintiffs first brought claims against the RP Companies alleging the same construction defect violations. Even the claims by the RP Companies for special damages to their respective reputations are dependent upon and derivative of the original lawsuits filed by the One Hamlin Townhomes HOA and owners. The RP Companies’ third-party claims would not exist but for the Plaintiffs first bringing claims against them, thus “these claims are really nothing more than claims for indemnity.” Stoneledge A at 622, 776 S.E.2d at 430 (citations omitted). Stated another way, under the RP Companies’ own allegations, its third-party claims arose only when it faced potential liability for Plaintiffs’ damages and incurred fees and costs defending against Plaintiffs’ lawsuit. These third-party claims are nothing more than different ways of alleging a claim for equitable indemnity. See Id.

**2. Summary judgment is appropriate because the RP Companies cannot prove that they are without fault.**

“Indemnity is that form of compensation in which a first party is liable to pay a second party for a loss or damage the second party incurs to a third party.” Fountain v. Fred’s Inc., \_\_\_ S.C. \_\_\_, \_\_\_ S.E.2d \_\_\_, 2022WL610265 at \*3 (filed March 2, 2022) (citations omitted). “An equitable indemnity claim may arise when a third party makes a claim against the indemnity plaintiff for damages the third party sustained as a result of another party’s tortious conduct.” Stoneledge A at 624-625, 776 S.E.2d at 431 (citation omitted). “The Right to indemnity allows the indemnity plaintiff to recover the necessary expenses it incurred defending itself against the third party’s claim.” Id.

To recover under its equitable indemnity claims, the RP Companies must each prove: (1) that All Exteriors was at fault in causing the alleged construction defect damages suffered by the Plaintiffs; (2) the RP Companies have no fault for these damages; and (3) the RP Companies incurred expenses that were necessary to protect their interest in defending against the Plaintiffs’ claims for these damages. See Fountain at \*3 (citing Inglese v. Beal, 403 S.C. 290, 299, 742 S.E.2d 687, 692 (Ct.App. 2013)); Stoneledge A 413 S.C. at 625, 776 S.E.2d at 432 (citations omitted).

The second prong of the equitable indemnity claim requires the RP Companies to prove that they are without fault. “A party is not entitled to equitable indemnification if any negligence of his own has joined in causing the injury.” Fountain at \*3 (citation omitted). “In other words, equitable indemnity cases involve a fact pattern in which the first party is at fault, but the second party is not. If the second party is also at fault, he comes to court without equity and has no right to indemnity.” Fountain at \*3 (citations omitted); see also A. Bright Arial & Calvin T. Vick, Jr., South Carolina Construction Law Desk Book, p.327 (SC Bar 2013). Moreover, the burden of proof is on the party seeking to enforce the equitable indemnity claim to show they are without

fault. See Fountain at \*6 (concluding that the parties seeking to enforce their equitable indemnity claims failed to prove that they were without fault, thus they were not entitled to equitable indemnification.)

The RP Companies cannot prove that they are without fault in the present litigation. Testimony by Plaintiffs' construction defect expert as well as the construction defect expert hired by the RP Companies show that the RP Companies have at least a modicum of liability, which is sufficient to defeat their claims for equitable indemnity.

Plaintiffs hired Myles Glick as their construction defect expert. Mr. Glick then associated Russell Mease to investigate the roofs at the One Hamlin Project. Mr. Glick and Mr. Mease made visual inspections and performed destructive tests at the One Hamlin Townhomes. Concurrent with his multiple site visits, Mr. Glick incorporated the roof findings by Mr. Mease and issued reports dated July 24, 2015, August 14, 2017, and March 8, 2018. In his last report, Mr. Glick included a recommended scope of repair that generally calls for repairs and/or complete replacement of all the exterior components at the One Hamlin Townhomes, including the asphalt shingles and flat roofs, Hardie plank and panel siding, windows, brick rowlock, fence, and doors. Mr. Glick testified that the general contractor is responsible for supervising the construction project and making sure the final product followed the plans and did not contain construction defects. (See the Deposition Excerpts from Mr. Glick's deposition attached as Exhibit A.)

Plaintiffs hired Paul Kennedy of Kennedy Richter Construction to price the scope of repair from Mr. Glick. The line items in the repair scope generally summarizes the scope of repair that Mr. Kennedy and Mr. Glick would assess against the general contractor(s) as the party in charge as well as against the subcontractors for their portion of the work. (See the Kennedy Richter Construction cost estimates for Buildings 1 through 11 attached as Exhibit B.)

The defendants generally dispute the extent of Mr. Glick's scope of repair. Both Wieland and the RP Companies used Derek Hodgin of Construction Science and Engineering (CSE) as their construction defect expert. Mr. Hodgin produced a scope of repair dated May 23, 2019, that calls for limited repairs to the roofs, siding, windows, brick, fences, doors, and drywall cracks. (See the CSE scope of repair attached as Exhibit C.) Mr. Hodgin's more narrowly tailored scope of repair necessarily results in a much lower repair estimate. Wieland hired Watkins Services to price the repairs for buildings 1 through 4. The RP Companies hired Cook Bonner Construction to price the repairs for buildings 5 through 11. Importantly, for the present motion for summary judgment, although the CSE scope and the Watkins and Cook Bonner repair estimates are less than the Plaintiffs' scope and estimates, the general types of repairs overlap. (A copy of the Watkins cost estimate is attached as Exhibit D. A copy of the Cook Bonner estimate is attached as Exhibit E.)

Mr. Hodgin testified in prior cases regarding the responsibility and obligations of the general contractor. Generally, the general contractor is the "captain of the ship" and is in charge of coordinating and overseeing the work being performed by its subcontractors. A general contractor cannot absolve itself of liability by trying to pass off the responsibilities to its *sub*contractors. The general contractor is at the very least jointly responsible for the construction project. (See the deposition excerpts from prior Hodgin depositions attached as Exhibit F.) In fact, Mr. Cook agrees that a general contractor has some responsibility to verify that the construction and/or repairs performed are compliant with buildings codes and industry standards. Mr. Cook recently testified in a deposition taken for the present litigation that a general contractor working on a project like the One Hamlin Townhomes cannot be deemed without fault for alleged construction defects:

Q. And you, as the general contractor being in charge of the job, you bear at least some responsibility to make sure that the sub did their work correctly originally. Right?

A. Yes.

Q. And that's kind of how construction and how the construction practice works. Right?

A. Sure.

Q. You wouldn't be telling me that as the general contractor I've got no responsibility to make sure the buildings are done correctly. Right?

A. No, I don't think that would fly.

George Cook Deposition dated April 7, 2022, p.55, ll.1-12 (Included in the attached Exhibit G).

The facts in this case clearly show that the RP Companies, which were the developers and general contractors of the One Hamlin Townhomes Buildings 5, 6, 7, 8, 9, 10, and 11, have some responsibility and potential liability for the construction defects alleged by Plaintiffs. Plaintiffs' experts opine that the RP Companies bear some responsibility for repairing the One Hamlin Townhomes. The experts for the RP Companies agree that the RP Companies bear some responsibility and liability for the alleged construction defects at the One Hamlin Townhomes Buildings 5, 6, 7, 8, 9, 10, and 11, although to a much lesser extent. The RP Companies cannot prove that they are without fault. "[A] party may be entitled to equitable indemnification only if no personal negligence of his own has joined in causing the injury." Fountain at \*4 (citation omitted). The third-party claims asserted by the RP Companies against All Exteriors should be dismissed.

#### **ALTERNATIVE MOTION TO BIFURCATE**

The court has discretion as to whether to bifurcate a trial. Wright v. Hiester Construction Co., Inc., 389 S.C. 504, 516, 698 S.E.2d 822, 828 (Ct.App. 2010) (citation omitted). "A trial should be bifurcated only if the issues are so distinct that trial of each alone would not result in prejudice." Id. (citation omitted) Therefore,

The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any claim, cross-claim, counterclaim, or third-party claim, or of any separate issue or of any number of claims, cross-claims, counterclaims, third-party claims, or issues, always preserving inviolate the right of trial by jury as declared by the Constitution or as given by a statute of the State.

Rule 42, SCRCP.

Plaintiffs and All Exteriors have already resolved the issues between them. Plaintiffs do not wish to take up valuable trial time prosecuting their case against All Exteriors when their claims against All Exteriors have already been resolved. This would delay the trial timeline and it potentially could confuse the jury.

Moreover, as discussed in the prior sections, the third-party claims asserted by the RP Companies against All Exteriors are now only claims for equitable indemnity. In order for the RP Companies to still have an equitable indemnity claim against All Exteriors, the RP Companies would need to be completely exonerated by the jury. All Exteriors respectfully states again that the possibility of the RP Companies proving that they are without any fault is so remote that summary judgment on the equitable indemnity claim is warranted. The cross claims will inevitably be dismissed once the jury finds a verdict—any verdict—against the RP Companies. Rather than take up additional trial time, it would be much more time-effective and convenient for the court to bifurcate the RP Companies' third-party claims from the main trial and allow the RP Companies to prosecute their third-party claims against All Exteriors in the unlikely event that the RP Companies are completely exonerated from fault by the jury in the main trial.

*[signature page attached]*

Respectfully submitted,  
COLLINS & LACY, P.C.

By: /s Andrew N. Cole  
Andrew N. Cole, Esquire  
acole@collinsandlacy.com  
James L. Williams, Esquire  
jwilliams@collinsandlacy.com  
Post Office Box 12487  
Columbia, SC 29211  
803.256.2660 (voice)  
803.771.4484 (fax)

ATTORNEYS FOR ALL EXTERIORS  
CONSTRUCTION, LLC

April 12, 2022  
Columbia, South Carolina

Myles Glick, AIA, LEED, AP - March 11, 2019

ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

STATE OF SOUTH CAROLINA ) THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF CHARLESTON ) CASE NO. 2017-CP-10-5245  
 ONE HAMLIN PLACE TOWNHOME )  
 ASSOCIATION, INC., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JOHN WIELAND HOMES AND )  
 NEIGHBORHOODS OF THE )  
 CAROLINAS, INC., AS )  
 SUCCESSOR BY STATUTORY )  
 MERGER TO JOHN WIELAND )  
 HOMES AND NEIGHBORHOODS OF )  
 SOUTH CAROLINA, INC., et )  
 al., )  
 )  
 Defendants. )

\* \* \* \* \*

VOLUME II  
 DEPOSITION OF: MYLES GLICK, AIA, LEED, AP  
 DATE TAKEN: Monday, March 11, 2019  
 TIME: 9:15 a.m.  
 PLACE: Young Clement Rivers  
 25 Calhoun Street, 4th Floor  
 Charleston, South Carolina  
 REPORTED BY: EVE WILBANKS  
 Registered Professional  
 Reporter, Certified LiveNote  
 Reporter and Notary Public

\* \* \* \* \*

POST OFFICE BOX 21119  
CHARLESTON, SOUTH CAROLINA 29413

Live Oak Reporting  
843-437-9697 www.LiveOakReporting.com

Memo Exhibit A-001

1 didn't do an inspection. I pulled up, and most of  
2 it was rebuilt. But there was a pile of bad wood,  
3 so I just took pictures. I did not take anything  
4 apart. It had already been taken apart.

5 Q. But this is not an issue that you  
6 explored in November of 2017?

7 A. No.

8 Q. One other question that I wanted to ask  
9 you, I know you've been involved in some prior  
10 cases as an expert in which Wheelock -- where a  
11 Wheelock-related entity was a named defendant. Do  
12 you have any general opinions of them as an entity  
13 or their related entities?

14 A. If you're referring to the project  
15 called Waverly, my opinion is, I believe John  
16 Wieland Homes and Wheelock did a very, very poor  
17 job as a developer, as a general contractor,  
18 managing the subs, managing the jobs. Because,  
19 again, all the projects -- all the buildings --  
20 and Waverly had the exact same problems as well --  
21 not necessarily the exact same ones that are on  
22 One Hamlin Place, but very, very similar,  
23 actually, because of the nature of the  
24 construction. I would not give them high grades.

25 Q. And outside of --

1           A.    And one other thing, or the subs. I  
2    mean, this was a problem from the top down. I  
3    mean, the developer, the contractor -- the general  
4    contractor, and all the subcontractors. Nobody  
5    did anything right, and it never looked like there  
6    was any supervision on the job, which is called  
7    for in state law by the general contractor. And I  
8    think that's why we have so many problems with  
9    these projects. It's just -- someone ran the job  
10   that no one could identify who ran it. That's  
11   what it looks like to me. If we had an isolated  
12   stair that fell apart, that's not a lawsuit. I  
13   mean, something went wrong; they didn't treat the  
14   wood right. It's unfortunate, but, I mean, we've  
15   got problems throughout these buildings.

16           Q.    And when you say "these buildings,"  
17   you're referring collectively to what you saw in  
18   Waverly and what you're seeing in One Hamlin?

19           A.    Yes, sir.

20           Q.    Have you been involved as an expert in  
21   any other cases, aside from Waverly and this One  
22   Hamlin case, in which a Wheelock defendant was  
23   involved, that you're aware of?

24           A.    I don't believe so.

25           Q.    We covered this on Friday, I believe,

1 but my understanding is you're deferring all of  
2 the roofing-related issues and opinions related to  
3 that to Russell Mease, correct?

4 A. Yes, sir.

5 Q. There were some mention made to plans  
6 that would have been used on this One Hamlin  
7 project. And correct me if I'm wrong, but you had  
8 been provided a set of plans from, I believe, Mr.  
9 McCarty at some point in 2015; is that right?

10 A. I believe it was 2017, and it was Mr.  
11 McCarty. I didn't have any plans from him  
12 originally. But the plan that is mentioned, I  
13 must have had from Waverly. Because you can see  
14 they're the same units. I mean, they literally  
15 are the same building, a unit. Because, again,  
16 they're unit plans; they're not building plans.  
17 And they seem to not have the same -- let me  
18 rephrase that. The plans I got for Waverly, and  
19 the plans I got from One Hamlin Place just seemed  
20 to have no architectural detailing. And I'm  
21 amazed. I mean, companies as big as John Wieland  
22 and its successor, Wheelock, I mean, they build  
23 these units all over the place. These are all  
24 computer-generated; they're not hand-drafted, in  
25 other words. Their software -- it's probably in

Myles Glick, AIA, LEED, AP - March 11, 2019

Page 305

1 MR. FISHBURNE: This is Barnwell  
2 Fishburne. I have just a few questions.

3 EXAMINATION

4 BY MR. FISHBURNE:

5 Q. Mr. Glick, good morning. Barnwell  
6 Fishburne for SC Construction.

7 A. Good morning.

8 Q. Good morning. I don't think we've met  
9 before, so I'm just curious, when was the last  
10 time that you testified in a courtroom proceeding?

11 A. Waverly.

12 Q. And how many times total have you  
13 testified in a courtroom proceeding?

14 A. Approximately ten times. I would have  
15 to really research that, but very few. Extremely  
16 effective, I might add.

17 Q. And I think you've testified throughout  
18 this deposition that you're not familiar with the  
19 scopes of work of any particular contractor or  
20 subcontractor?

21 A. Subcontractor. The scope of work for  
22 the general contractor is to build the project in  
23 accordance with the code.

24 Q. Okay. Fair enough. So I guess, just to  
25 clarify my question, you're not familiar with the

1 scope of work of any subcontractor?

2 A. No, sir.

3 Q. And I take it -- or would you, in order  
4 to identify which subcontractor performed what  
5 scope of work, you would defer and refer to  
6 contract invoices that were produced in discovery?

7 A. I would -- well, if I was asked to do  
8 it, I would read their contracts -- subcontracts  
9 and maybe invoices, if there's no subcontract  
10 existing.

11 MR. FISHBURNE: Okay. That's all I have  
12 for you. Thank you.

13 THE WITNESS: Thank you.

14 EXAMINATION

15 BY MR. JONES:

16 Q. Myles, this is Jay Jones for The Muhler  
17 Company. How are you?

18 A. I'm good. Thank you.

19 Q. Real quickly, in your role as an expert  
20 in this case, did you find any deficiencies or  
21 problems with any of the exterior doors on any of  
22 the units?

23 A. No, sir.

24 Q. No problems with the way they were --  
25 the doors themselves performed?

**KENNEDY  
RICHTER  
CONSTRUCTION**

One Hamlin Plantation Estimate

Building 1 (Units 3001,3005,3009,3013,3017) Willingham

- Division 1 (General Conditions) \$209,900
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$4,500
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$161,000
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$3,500
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$464,140

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

Memo Exhibit B-001



**KENNEDY  
RICHTER  
CONSTRUCTION**



- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$309,525
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$158,250
  - Windows
  - Doors
- Division 09 Finishes \$116,625
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$35,000
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$17,500
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,500
  - Hose Bibs
- Division 23 HVAC \$14,500
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$7,500
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$15,000
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,519,440

Insurance & Business Licenses \$49,382

FEE : \$156,882

P&P Bond: \$34,514

A/E Fee: \$140,817

**Total Costs:\$1,901,036**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



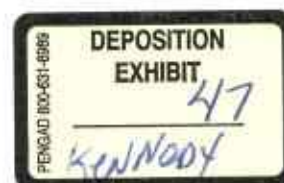
One Hamlin Plantation Estimate

Building 2 (Units 3022,3026,3030,3034) Forsythia

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$46,200
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$0
  - Furnish and install new galvanized structural steel Lintels at brick openings

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-004



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Division 6 Woods, Plastics & Composites \$417,726
  - Hardi Siding
  - Railings
  - Stair tread
  - Deck Boards
  - Structural Framing / Exterior Sheathing Repairs
  - Wood Garage Vents
  - Composite Decorative Architectural Trim / Panels
  - Fiberglass Columns
  - Soffit Dental Molding
  - Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Vents
- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,221,106

Insurance & Business Licenses \$39,686

FEE : \$126,079

P&P Bond: \$27,737

A/E Fee: \$113,169

**Total Costs:\$1,527,777**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



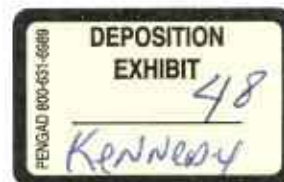
One Hamlin Plantation Estimate

Building 3 (Units 3025, 3029,3033,3037) Willingham

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$136,850
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,975
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$394,519

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-007





- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325
  - Vents

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,291,524

Insurance & Business Licenses \$41,975

FEE : \$133,350

P&P Bond: \$29,337

A/E Fee: \$119,695

**Total Costs:\$1,615,880**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



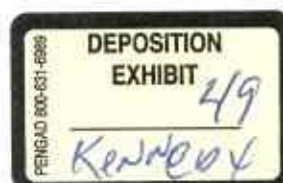
One Hamlin Plantation Estimate

Building 4 (Units 2041,2045,2049) Forsythia

- Division 1 (General Conditions) \$151,653
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,251
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$39,270
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$0
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$355,067

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-010



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$223,632
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$114,336
  - Windows
  - Doors
- Division 09 Finishes \$84,262
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$25,288
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$12,644
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$1,806
  - Hose Bibs
- Division 23 HVAC \$10,476
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$5,419
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$10,838
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,037,940

Insurance & Business Licenses \$33,733

FEE : \$107,167

P&P Bond: \$23,577

A/E Fee: 96,193

**Total Costs:\$1,298,611**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



One Hamlin Plantation Estimate

Building 5 (Units 3041,3045,3049) Willingham

- Division 1 (General Conditions) \$146,930
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,150
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$112,700
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,450
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$324,898

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-013



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$216,668
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$110,775
  - Windows
  - Doors
- Division 09 Finishes \$81,638
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$24,500
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$12,250
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$1,750
  - Hose Bibs
- Division 23 HVAC \$10,150
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$5,250
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$10,500
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,063,608

Insurance & Business Licenses \$34,567

FEE : \$109,818

P&P Bond: \$24,160

A/E Fee: \$98,572

**Total Costs:\$1,330,725**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



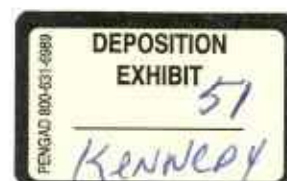
One Hamlin Plantation Estimate

Building 6 (Units 2000,2004,2008) Forsythia

- Division 1 (General Conditions) \$151,653
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent.
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,251
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$39,270
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$0
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$355,067

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-016



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$223,632
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$114,336
  - Windows
  - Doors
- Division 09 Finishes \$84,262
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$25,288
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$12,644
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$1,806
  - Hose Bibs
- Division 23 HVAC \$10,476
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$5,419
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$10,838
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,037,940

Insurance & Business Licenses \$33,733

FEE : \$107,167

P&P Bond: \$23,577

A/E Fee: 96,193

**Total Costs:\$1,298,611**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



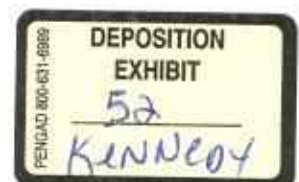
One Hamlin Plantation Estimate

Building 7 (Units 2016,2020,2024,2028) Willingham

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$136,850
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,975
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$394,519

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-019



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,291,524

Insurance & Business Licenses \$41,975

FEE : \$133,350

P&P Bond: \$29,337

A/E Fee: \$119,695

**Total Costs:\$1,615,880**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



One Hamlin Plantation Estimate

Building 8 (Units 3053,3057,3061) Willingham

- Division 1 (General Conditions) \$146,930
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,150
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$112,700
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,450
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$324,898

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-022



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$216,668
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$110,775
  - Windows
  - Doors
- Division 09 Finishes \$81,638
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$24,500
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$12,250
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$1,750
  - Hose Bibs
- Division 23 HVAC \$10,150
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$5,250
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$10,500
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,063,608

Insurance & Business Licenses \$34,567

FEE : \$109,818

P&P Bond: \$24,160

A/E Fee: \$98,572

**Total Costs:\$1,330,725**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



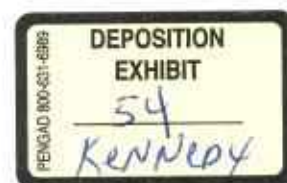
One Hamlin Plantation Estimate

Building 9 (Units 3065,3069,3073,3077) Willingham

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$136,850
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,975
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$394,519

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-025



**KENNEDY  
RICHTER  
CONSTRUCTION**



- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,291,524

Insurance & Business Licenses \$41,975

FEE : \$133,350

P&P Bond: \$29,337

A/E Fee: \$119,695

**Total Costs:\$1,615,880**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



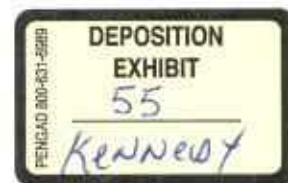
One Hamlin Plantation Estimate

Building 10 (Units 2032,2036,2040,2044) Willingham

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Dally/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$136,850
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,975
  - Furnish and install new galvanized structural steel Lintels at brick openings

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-028



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Division 6 Woods, Plastics & Composites \$394,519
  - Hardi Siding
  - Railings
  - Stair tread
  - Deck Boards
  - Structural Framing / Exterior Sheathing Repairs
  - Wood Garage Vents
  - Composite Decorative Architectural Trim / Panels
  - Fiberglass Columns
  - Soffit Dental Molding
  - Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Vents
- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,291,524

Insurance & Business Licenses \$41,975

FEE : \$133,350

P&P Bond: \$29,337

A/E Fee: \$119,695

**Total Costs:\$1,615,880**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



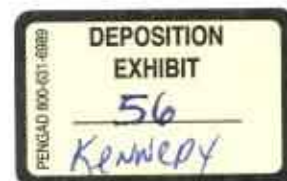
One Hamlin Plantation Estimate

Building 11 (Units 3081,3085,3089,3093) Willingham

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$136,850
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,975
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$394,519

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-031



**KENNEDY  
RICHTER  
CONSTRUCTION**



- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,291,524

Insurance & Business Licenses \$41,975

FEE : \$133,350

P&P Bond: \$29,337

A/E Fee: \$119,695

**Total Costs:\$1,615,880**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

# Recommended Outline Scope of Repair

ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245



An REI Engineers Company

## One Hamlin Place

Mount Pleasant, South Carolina

CSE File Nos. 370.07 & 3014.01

May 23, 2019



ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

TABLE OF CONTENTS

Description..... 1

Background..... 2

Observations..... 3

Outline Scope of Repair..... 3

Appendix..... 5

Roof Cover Summary ..... 6

Scope of Repair ..... 7

    1 - Kick-Out Flashing ..... 8

    2 - HARDIEPLANK® Horizontal Siding..... 8

    3 - HardiePanel® Siding ..... 10

    4 - Windows..... 12

    5 - Brick Rowlock..... 14

    6 - Roof cover ..... 14

        A. Shingle Roof Cover - Buildings I, J, & K..... 15

        B. HydroStop Roof Cover - Buildings D, E, F, G, & H ..... 16

        C. TPO Roof Cover - Buildings A & B ..... 17

        D. Bitumen Roof Cover - Building C..... 18

    7 - Rear Fences ..... 18

    8 - Unit 2020 Interior Door ..... 19

    9 - Ceiling Crack..... 19



Mr. Theodore "Teddy" Manos, Esquire  
 % Robertson, Hollingsworth, Manos & Rahn, LLC  
 550 King Street, Suite 300  
 Charleston, South Carolina 29403

Mr. Brian Duffy, Esquire  
 % Duffy & Young, LLC  
 96 Broad Street  
 Charleston, South Carolina 29401

Re: Recommended Outline Scope of Repair  
 One Hamlin Place  
 Mount Pleasant, South Carolina

Dear Mr. Manos and Mr. Duffy:

Pursuant to your request, Construction Science and Engineering, Inc. (CSE) has prepared a Recommended Outline Scope of Repair (SOR) for the above referenced development. The SOR is based on numerous visual observations with limited destructive testing directed by CSE, as well as our review of documents produced by Myles Glick, AIA of Myles Glick Architecture, LLC (MGA) and Russell T. Mease, P.E. of RTM Engineering, LLC (RTM).

Based on our visual surveys and our review of the plaintiff documents, CSE has determined the extent that alleged construction deficiencies may exist at the subject property. The work described by the SOR is based on issues where one (1) or more of the following conditions exist:

1. A building code violation that would have a measurable consequence to the performance of the building;
2. A life / safety issue; and,
3. Physical damage that has resulted from a construction deficiency.

The SOR should be provided to a qualified general contractor for purposes of preparing a cost estimate.

## DESCRIPTION

The subject property is located on Monhegan Way and Amenity Way Drive in Mount Pleasant, South Carolina. The subject property consists of forty-one (41) townhomes arranged in eleven (11) buildings on Monhegan Way (A, B, C, D, E, F, & J) and Amenity Way Drive (G, H, I, & K). The subject buildings are two (2) story structures elevated above a parking level at grade. Each building is supported over a matrix of concrete masonry unit (CMU) piers and brick veneer perimeter wall. Above the foundation, the construction consists of conventional wood framing. The exterior walls are clad with a combination of cementitious horizontal lap siding, cementitious panels, and brick veneer. The windows are single-hung vinyl units installed individually and combined (ganged) assemblies of two (2) or more window units. Covered porches accent the front elevation of each building. The main roof cover of two (2) buildings (A & B) is a Thermoplastic Polyolefin (TPO) for a variable low slope assembly. The roof cover of buildings D, E, F, G, & H is a Hydro-Stop liquid applied for a variable low slope assembly. The variable low slope assembly for building C includes a Modified Bitumen roof



cover. Buildings I, J, and K include steep slope roofs that are covered with architectural composition asphalt shingles. Porch roofs are covered with metal or shingles. Photos 1, 2, and 3 show front elevations of typical buildings at the One Hamlin Place development. The APPENDIX contains a sketch of the overall site that identifies each building and associated roof cover for each.



Photo 1



Photo 2



Photo 3

Photos 4 and 5 show the typical rear elevations with a variable low slope and steep slope roof, respectfully.



Photo 4



Photo 5

**BACKGROUND**

**Original Construction**

A limited number of Certificates of Occupancy (COs) issued by the Town of Mount Pleasant were made available to CSE. Each CO was for a specific unit within a building. Based on our CO review and the MGA report it appears permits for the subject buildings were issued between 2009 and 2014. Therefore, the applicable building code at the time original construction was the 2006 International Residential Code (IRC) for a majority of the buildings at the subject property. CSE respectfully disagrees with Mr. Glick that the 2009 International Residential Code (2009 IRC) would apply to some buildings, as the 2009 IRC was never adopted by the State of South Carolina and the Town of Mount Pleasant.

**Review of Plaintiff Expert Documents**

CSE has reviewed the following documents in preparation of this report:

- I. Preliminary Report by MGA dated March 8, 2018;



2. Various documents produced by MGA that includes:
  - Limited Site Visit - Unit #3013 letter dated August 14, 2017
  - Destructive and Non Destructive Testing photo pages dated November 2-3, 2017
  - Limited Site Visit letter dated July 24, 2015
  - Site Visit photo pages dated July 10, 2015
  - Site Visit photo pages dated May 13, 2015
3. RTM roof report within the MGA March 8, 2018 report and associated photographs;
4. Undated repair estimates by Kennedy Richter Construction (KRC) for each building;
5. Limited building plans and construction drawings for the Forsythia, Kingfield, Wentworth, and Willingham models; and,
6. Building codes, standards, and manufacturer installation instructions, as applicable to alleged issues.

Observations performed by RTM were included as part of the March 8, 2018 MGA report. Therefore, allegations and proposed repair recommendations by MGA and/or RTM are collectively identified as MGA within this report.

## **OBSERVATIONS**

A preliminary visual survey of the subject property was performed by Derek A. Hodgin, P.E., REBC, CCCA of CSE on September 24, 2018. A follow-up visual survey with limited destructive testing was performed by Derek A. Hodgin, P.E., RBEC, CCCA and John C. Wylie, P.E., REWC of CSE on April 3rd and 4th, 2019. The purpose of our visual surveys was to determine the extent that construction defects may exist that require repair. The visual surveys and limited destructive testing included observations of selected building areas relevant to alleged defects. Watkins Services Inc. (Watkins) assisted CSE with the destructive testing.

## **OUTLINE SCOPE OF REPAIR**

Based on our visual surveys and our review of the above-referenced documents, CSE recommends the following outline scope of repair (SOR). It should be noted that not all recommended repairs described by the SOR are related to construction defects. Some repairs are considered to represent maintenance issues.

This CSE SOR attempts to follow the alleged construction deficiencies described by "Section VI. Recommendations" of the above referenced MGA March 8, 2018 report. Each area of concern is addressed independently within this report. Each section provides a discussion section and a recommended outline scope of repair, as determined to be necessary.

This outline scope of repair and all associated opinions are provided to a reasonable degree of engineering certainty. In the event that additional relevant information becomes available, we respectfully reserve the right to amend the opinions expressed herein. Please feel free to contact me if you have any questions or require additional assistance.



Respectfully,

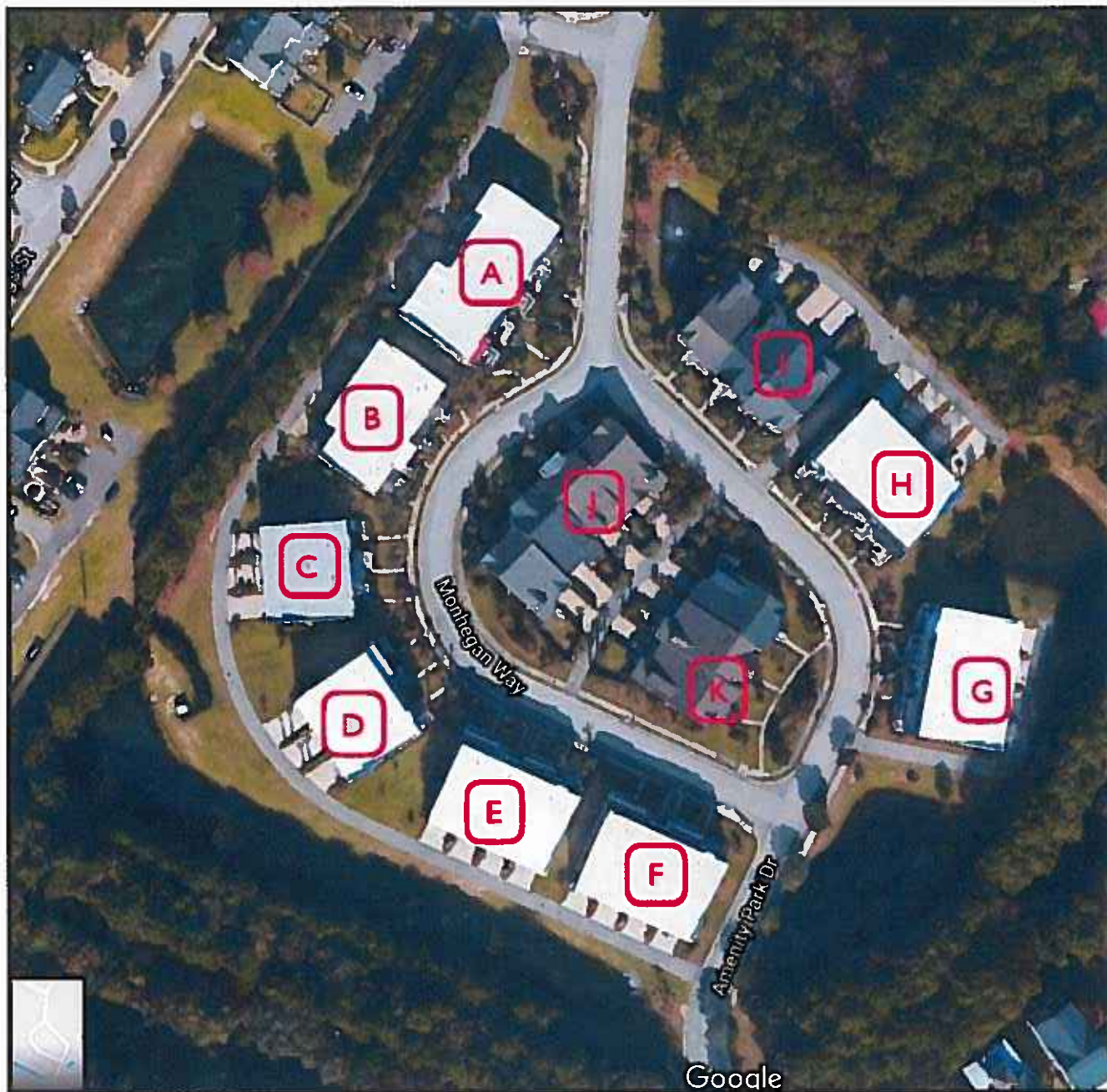
**CONSTRUCTION SCIENCE AND ENGINEERING, INC.**

A handwritten signature in black ink, reading 'Derek A. Hodgin'. The signature is written in a cursive style with a large, stylized initial 'D' and a long, sweeping horizontal stroke at the end.

Derek A. Hodgin, PE, RBEC, CCCA



**APPENDIX**



**ROOF COVER SUMMARY**

TPO:	Buildings A and B
Hydro-Stop:	Buildings D, E, F, G and H
Modified Bitumen:	Building C
Shingle:	Buildings I, J and K



**SCOPE OF REPAIR**



## **1 - KICK-OUT FLASHING**

### **MGA Recommended Scope of Repair**

*“Remove roofing that does not have the required kick out flashing. Install new roofing, step flashing, roofing felt, and repair damage sheathing in accordance with NRCA and the roof manufacturer’s installation recommendations. Provide kick out flashing where required. Match existing roofing materials.”*

### **Discussion**

CSE agrees kick-out flashing can be a critical component at the eave roof-to-wall intersection; however, several photographs taken by MGA show kick-out flashing installed at the required locations (Photo 6A). Therefore, the MGA report appears to be inconsistent with the as0built conditions.

According to the MGA *Destructive Testing 11/2/2017* document, Photo 6A was taken at the rear elevation of Building B and shows kick-out flashing. CSE observed the same location and found the kick-out flashing absent and a metal flashing “cap” over the end of the wood trim members (Photo 6B). CSE agrees kick-out flashing is required at eave roof-to-wall intersections. However, it appears the original kick-out flashing removed as part of the MGA investigation was not reinstalled.

### **CSE Recommend Scope of Repair**

- Inspect, confirm, and repair, as necessary, kick-out flashing absent at the eave roof-to-wall intersection.
- Replace the kick-out flashing that may have been removed during plaintiff investigation.



Photo 6A

Photograph by MGA. Red arrow by CSE to identify kick-out flashing.



Photo 6B

## **2 - HARDIEPLANK® HORIZONTAL SIDING**

### **MGA Recommended Scope of Repair**

*“Remove all siding and repair all damaged sheathing. Apply a fluid applied WRB and install all new Hardie Plank siding in accordance with the recommendations of the manufacturer. Integrate all new flashing (.032 aluminum) with WRB and include end dams. Positive slope all horizontal flashing legs. Use 6” exposure at siding boards.”*

### **Discussion**

MGA alleges several horizontal lapped cementitious siding installation deficiencies within Section B of the report. CSE disagrees that a comprehensive repair scope is necessary based on the absence of MGA field observations to support a comprehensive repair, the absence of a simplified comparison to published siding



attachment tables (e.g. APA Q250) without evaluating in-service conditions, and ignoring industry standards and manufacture information for repair work. Specifically:

- a. MGA did not produce photo documentation of sheathing damage in the field of the wall for cementitious horizontal siding. Sheathing damage was limited to roof-wall intersections, windows, and/or cementitious panel siding (which is covered by MGA recommendation 3). Therefore, it is the opinion of CSE that the complete removal of the horizontal cementitious siding is considered to be unnecessary for sheathing repair.
- b. Knowledge of the nail diameter and shank profile (e.g., ring or smooth) is critical to fastener capacity and to using the published building code and/or James Hardie (Hardie) tables. It does not appear that MGA measured the nail shank diameter or considered fasteners into structural panel sheathing as permitted by the IRC, Hardie installation instructions, and APA - The Engineered Wood Association (APA).

CSE performed an engineering analysis for the in-service conditions of the fasteners observed to determine the need for supplemental fasteners. Hardie published Technical Bulletin #17 to address approved fastening techniques for HardiePlank® Lap Siding. The document permits double nailing “in circumstances of repair or when a correction is necessary to meet fastening requirements that would otherwise require replacement of the siding.” In the context of Technical Bulletin #17, double nailing means installing supplemental face nails to panels initially installed with blind nailing. Therefore, removal of HardiePlank® Lap Siding is not necessary to meet fastening requirements for code prescribed wind pressures.

- c. CSE measured an approximate one inch (1”) gap between the bottom of the siding and top surface of the shingles (Photo 7). Hardie published literature locates the state of South Carolina in HZ10 for product installation. The HZ10 requires a one inch to two inch (1”-2”) gap between the bottom panel edge and roofing. Observed gaps were present and no damage was identified as a result of measured distances between seven-eighths inch and one inch (7/8” - 1”). Therefore, it is the opinion of CSE that no repair is required.



Photo 7

### CSE Recommend Scope of Repair

#### Supplemental Fasteners

- Install supplemental fasteners at twenty-four inches (24”) on center. Use 6d ring shank nails, face nailed through the plank overlap in accordance with manufacturer installation instructions and Hardie Technical Bulletin #17. Pre-drill siding for face nailing to avoid damage.
- Finish nail heads in accordance with siding manufacture instructions.



### Siding Gap at Roof-to-Wall Intersection Along Roof

- Inspect, confirm, and repair, as necessary, the distance between horizontal siding and shingle/metal roof cover.
- Trim horizontal cementitious siding along roof slope to create an approximate one inch (1") gap between the siding and roof cover (7/8-inch gap with no visible damage is acceptable).
- Prime and finish siding cut edge to match.
- No repair allowance

### Sealant at Metal Flashing and Horizontal Siding Interface

- Inspect, confirm, and remove, as necessary, sealant installed between metal flashing and cementitious horizontal siding.

## **3 - HARDIEPANEL® SIDING**

### Plaintiff Recommended Scope of Repair

*"Remove and reinstall all new Hardie Plank panels at rear walls using furring strips and fluid applied WRB integrated with flashing at all key joints to match existing aesthetics."*

### CSE Comment

MGA alleges that several of the horizontal cementitious siding installation deficiencies outlined within Section B of the MGA report applies to the cementitious panel products installed. Based on our review of the MGA report, it appears that the proposed comprehensive scope of repair is based on the extensive investigation performed at Building A. It should be noted that a minimal number of observations and/or destructive testing was performed at the other buildings within the subject development.

CSE removed cementitious panel siding at several representative locations throughout the project to quantify damage that may be attributed to improper installation. Specifically, CSE limited destructive testing of the cementitious panel wall covers was performed at the following locations:

- Buildings B, E and F rear elevation
- Return walls without an opening (Building A)
- Bay/box windows (Buildings C and K)
- Base of wall at a rear balcony (Building G).

Observed damage was limited to the rear elevation of Building A (MGA photographs) and one(1) location of building G between the base of wall and rear balcony corner. All other observed locations appeared serviceable with no evidence of significant water intrusion or performance issues.



CSE also reviewed HardiePanel® siding installation instructions from the dates of original construction. The published instructions permit the panel product to be installed over the weather-resistive barrier (WRB) without the MGA recommend furring strips.

### CSE Recommend Scope of Repair

#### Building A

- Remove all the existing cementitious panels, WRB, and trim at the rear elevation. No repair of the return wall is required.
- Inspect, confirm, and repair, as necessary, wood sheathing and framing. Block all new sheathing joints. Allow sixteen hundred square feet (1600 sf) of repairs to the vertical panel siding area to include siding and wood framing.
- Install new head flashing at window and doors in accordance with the building code and accepted industry standards.
- Install fluid applied WRB to entire wall surface and integrate with flashing in accordance with manufacturer installation instructions.
- Install HardiePanel® panel siding in accordance with the building code, manufacturer installation instructions, and accepted industry standards.
- Install HardieTrim® boards in accordance with the building code, manufacturer installation instructions, and accepted industry standards.
- Finish to match existing.

#### Other Buildings.

- Remove cementitious panel and/or trim between the base of wall and main floor window sill and/or balcony. See Photos 8A, 8B, and 8C.



Photo 8A



Photo 8B

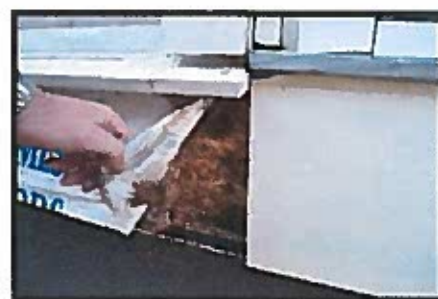


Photo 8C

- Inspect, confirm, and repair, as necessary, wood sheathing and framing at rear wall. Block all new sheathing joints.



- Install fluid applied WRB to repaired wall surface and integrate with existing WRB/flashing in accordance with manufacturer installation instructions.
- Install HardiePanel® panel siding in accordance with the building code, manufacturer installation instructions, and accepted industry standards.
- Install HardieTrim® boards in accordance with the building code, manufacturer installation instructions, and accepted industry standards.
- Finish to match existing.
- For buildings B, E, F, G, and and H, allow three-hundred fifty square feet (350 sf) of repairs for each building. For buildings C and D, allow two-hundred fifty square feet (250 sf) of repairs to each building.

#### **4 - WINDOWS**

##### **MGA Recommended Scope of Repair**

*“Remove all YKK-AP windows and wrap rough openings with fluid applied WRB. Replace windows with new DP rated windows in accordance with new codes in effect. Windows to match existing type and install in accordance with manufacturer’s recommendations. Replace windows with Series 8100 as manufactured by Custom Window Services Inc. or approved equal to meet the following criteria. Contractor to confirm existing size openings and new window dimensions for code required egress at floor levels.*

*White single hung solid vinyl window*

*Low e, Laminated, insulate glass*

*Large missile impact resistant glazing*

*Meet DP rating as called for in adopted IBC at the time*

*No j-channel or Florida Flange*

*Meet 2009 IEED requirements of solar heat gain coefficient of less than 0.30 and U-Value less than 0.50.”*

##### **Discussion**

Limited destructive tests were conducted by CSE to observe the window installation and surrounding exterior sheathing. It is the opinion of CSE that the windows were properly installed in accordance with the applicable building code and accepted industry recommendations. The exterior sheathing appeared to be in a serviceable condition (Photo 9). Specifically:



Photo 9

- The WRB extended over the self-adhered flashing (SAF) at the window head (Photo 10);
- At the window sill, the nail flange was installed over the SAF and the SAF was installed over the WRB (Photo 11); and,
- The WRB was installed behind the nail flange at the jamb (Photo 12).



ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245



Photo 10



Photo 11



Photo 12

MGA issued an August 14, 2017 letter to Mr. Cary Krieger that summarized the limited site visit to unit #3013. Within the letter, MGA recommended (not require) window replacement.



Windows may be removed and reinstalled as part of the repair to damaged wood framing members. Specifically, the 2015 International Building Code (IBC) references the 2015 International Existing Building Code (IEBC) in Section 102.6. IEBC Section 502.3 permits related work to non-damaged components that is necessary for the required repair of the damaged components to be part of the repair. Therefore, window replacement is not required as part of the repair to wood framing members.

**III. Recommendations**  
The entire rear wall and adjoining side walls constructed with the panel pattern must be demolished and re-built to create a functioning water management wall. After structural members are repaired and or replaced, new sheathing should be installed with a fluid applied WRB (weather resistive barrier) installed on it and into the window openings. Furring strips should be installed vertically to allow installation of the Hardie Plank boards to create the same aesthetic pattern that currently exists. Use head flashing with end dams integrated with the WRB at the window heads and flashing integrated with the WRB at the first floor band and at other appropriate horizontal trim bands. **New windows are recommended.**

Additionally, MGA implied that the windows may be insufficient for design pressures (DP) and impact rating. The windows reported by MGA and observed by CSE meet the fifty pounds per square foot (50 psf) design wind pressure requirements at the time of construction and at the time of this scope of repair. Lugs present around the windows are for protective panels to be installed for a wind event that meet the code accepted window protection requirements at the time of construction (Photo 13). CSE also observed a shutter system that appeared to be for a wind event. Therefore, the original windows are acceptable and may be reused when repair work necessitates their removal.

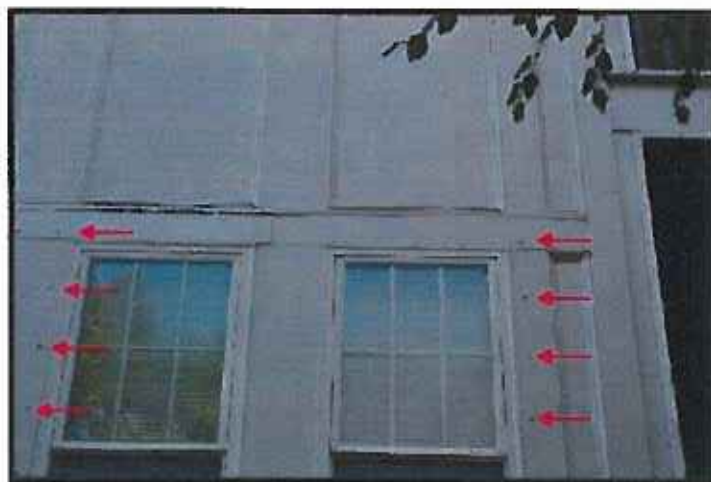


Photo 13



ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CPL005245

CSE Recommend Scope of Repair

- None

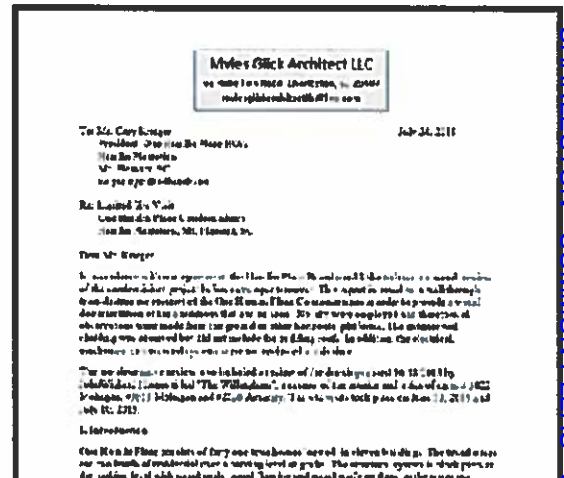
**5 - Brick Rowlock**

MGA Recommended Scope of Repair

*“Replace all brick rowlock to be in compliance with BIA (Brick Institute Association) Standards in effect at the time of the construction repairs. Match existing brick.”*

Discussion

The BIA recommends (does not require) a brick rowlock slope of fifteen degrees (15°) at windows and doors for drainage in Technical Note 28 Figure 7. MGA measured and photographed the brick rowlock to have a positive slope to direct water away from the building. Additionally, MGA issued a July 24, 2015 letter to Mr. Cary Krieger regarding a limited site visit that included brick veneer observations. Within the letter, MGA acknowledged *“No damage should result from this industry standard violation if the sealant joint maintained between the brick and wood band intersection.”* Therefore, no repair work is considered to be necessary since rowlock slope is present, the backing is CMU, and there is an absence of damage originating from the installed condition.



**III. General Observations**

1. Lack of proper slope on all brick foundation walls and brick covered piers. Slope should be 15%.

*No damage should result from this industry standard violation if the sealant joint is maintained between the brick and wood band intersection.*

CSE Recommend Scope of Repair

- None

**6 - ROOF COVER**

MGA Recommended Scope of Repair

CSE has summarized the MGA proposed roof repair.

**SHINGLE ROOF - Buildings 2, 4, & 6 (I, J & K):**

- Entire shingle installation must be removed and replaced in accordance with the South Carolina Residential Building Code, manufacturer installation requirements and recommendations, and industry standards of care.

**HYDRO-STOP ROOF - Buildings 7, 8, 9, 10, & 11 (D, E, F, G, & H):**

- Install cant strips at each roof-to-wall intersection.



- Repair each roof to provide the code required 1/4 in 12 roof slope.
- Re-coat the entire roof surface and parapet walls in accordance with all requirements and recommendations of the manufacturer.

#### TPO ROOF - Buildings 1 & 3 (A & B):

- Repair edge terminations and metal drip edge seams
- Remove and replace previous surface sealant
- Repair reverse lap seams
- Repair each roof to provide the code required 1/4 in 12 roof slope
- Replace damage sheeting on vertical parapet wall of building 3 (B).
- Provide correct roof-to-wall integration of membrane
- Remove and replace metal parapet cap (coping)
- Remove and replace metal boot

#### MODIFIED BITUMEN ROOF - Building 5 (C)

Entire roof installation must be removed and replaced in accordance with the code and all manufacturer's requirements and recommendations, and appropriate industry standard of care.

#### A. SHINGLE ROOF COVER - BUILDINGS I, J, & K

##### Discussion

CSE performed a visual survey of the roof cover for each building and found the shingle roof cover to be in serviceable condition. It was noted that the roof underlayment was observed to be incomplete along the eave and rake. Additionally, the shingles on the low-slope shed roofs that cover dormers should be removed and replaced to correct the single layer of underlayment observed. The applicable building code requires two (2) layers of underlayment for these roof areas. CSE is unaware of any roof leaks associated with the shingle roof cover.

##### CSE Recommend Scope of Repair

- Inspect, confirm, and repair, as necessary, roof underlayment installation at eave and rake locations for each building (Photo 14).
- Roof underlayment terminates within two inches (2") of metal drip edge may be repaired by one of the two methods described:
  - Install self-adhered bituminous roofing membrane in a weather lapped manner. The edge of the self-adhered bituminous roofing membrane should be installed beneath the existing roof underlayment and over the metal drip edge. Each lap should be a minimum of two (2) inches.
  - Install a new metal drip edge with a four inch (4") leg that extends below the existing roof underlayment in a weather lapped manner.
- Roof underlayment terminates greater than two inches (2") of metal drip edge:

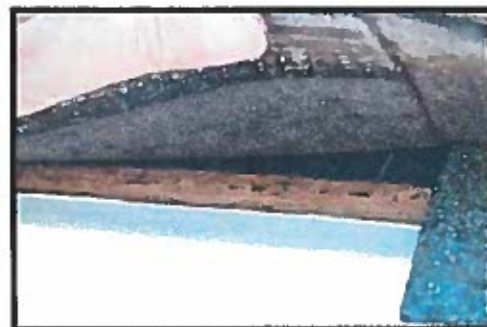


Photo 14



- Remove courses of shingles to locate underlayment, as determined to be necessary.
- Install self-adhered bituminous roofing membrane or a strip of asphalt-saturated felt underlayment in a weather lapped manner. The self-adhered bituminous roofing membrane or asphalt-saturated felt underlayment should be installed beneath the existing roof underlayment and over the metal drip edge at the eave.
- For Buildings I and K, allow four hundred seventy-five linear feet (475 LF) for each building. For Building J, allow six hundred and ten linear feet (610 LF).
- Remove shingles and underlayment on low-slope shed dormers in accordance with the building code. Install two (2) layers of underpayment and metal drip edge. Extend underlayment up the rake of the main roof a minimum of three (3) shingle courses. Integrate new underlayment in a shingle-like manner with existing underlayment. Install new shingles of like kind and quality over repaired dormers. Allow repair to eight (8) shed dormer locations; eighty-five square feet (85 sf) for each shed dormer.
- Remove shingles and underlayment on shed roofs slopes less than 4 in 12. Install two (2) layers of underlayment and metal drip edge below shingles. Extend underlayment up the rake of the main roof a minimum of three shingle courses. Integrate new underlayment in a shingle-like manner with existing underlayment. Install new shingles of like kind and quality over repaired roof areas. Allow repair to twelve hundred ninety square feet (1290 sf) for Building I, fifteen hundred forty square feet (1540 sf) for Building J, and one thousand forty square feet (1040 sf) for Building K.

## B. HydroStop Roof Cover - Buildings D, E, F, G, & H

### Discussion

CSE performed a visual survey of the roof cover for each building and found the HydroStop roof cover to be in serviceable condition. The roof cover and coping displayed wear characteristics normal to the current service-life. The wear characteristics observed by CSE were similar to those shown in photographs taken by MGA. CSE is unaware of any roof leaks; therefore no repair is necessary. HydroStop details and recommends a preventative maintenance schedule for the roof cover. CSE suggests the recommended maintenance be implemented by the owners.

CSE did observe damage to the parapet wall cover and framing that appeared to be made from an external impact (Photo 15). This damage is not considered to be a construction defect and should be repaired as part of building maintenance.

One of the allegations by RTM that is part of the MGA report is insufficient roof slope. The code required 1/4 in 12 slope noted by MGA is a design slope. CSE is unaware of specific areas that do not comply with the required slope; however, the actual in-service roof slope will always be less than the 1/4 in 12 due to structural member deflection.



Photo 15



CSE has authored and co-authored published articles that demonstrate a framing member installed to the code prescribed 1/4 in 12 deflects in-service. The deflected member will always have a slope less than 1/4 in 12 that contributes to ponding toward the low end. Therefore, the slope measured by RTM is expected and not a construction deficiency.

### CSE Recommend Scope of Repair

- None

### **C. TPO Roof Cover - Buildings A & B**

#### Discussion

CSE performed a survey of the roof cover for each building and found the TPO roof cover to be in serviceable condition. CSE noted the membrane to be short of the cementitious panel that covers the parapet edge. This condition has resulted in edge swell of the oriented strand board (OSB) (Photo 16). Integration of the membrane with the siding is necessary to provide a weather-tight enclosure. Additionally, CSE observed several gaps in the metal parapet coping and agrees with MGA the parapet coping should be repaired and/or maintained in some locations (Photos 17 and 18).

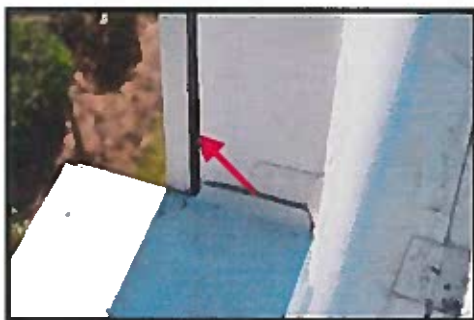


Photo 16

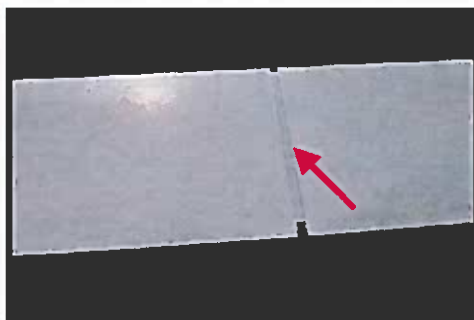


Photo 17

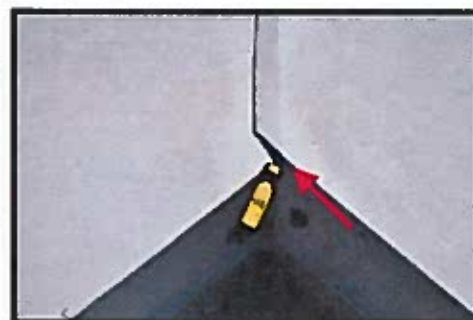


Photo 18

One of the allegations by RTM that is part of the MGA report is insufficient roof slope. The code required 1/4 in 12 slope noted by MGA is a design slope. CSE is unaware of specific areas that do not comply with the required slope; however, the actual in-service roof slope will always be less than the 1/4 in 12 due to structural member deflection. CSE has authored and co-authored published articles that demonstrate a framing member installed to the code prescribed 1/4 in 12 deflects in-service. The deflected member will always have a slope less than 1/4 in 12 that contributes to ponding toward the low end. Therefore, the slope measured by RTM is expected and not a construction deficiency.

### CSE Recommend Scope of Repair

- Inspect, confirm, and repair, as necessary, each membrane termination at parapet wall corners.
- Remove the trim and cementitious panel, as necessary, at the corner to integrate the membrane. Allow repair to 4x8 foot parapet area at one (1) location on two (2) buildings.
- Inspect, confirm, and repair, as necessary, all metal parapet wall copings. Allow two-hundred twenty-five linear feet (225 LF) on two (2) buildings to be inspected. Allow eight (8) locations for parapet coping repair.



## D. Bitumen Roof Cover - Building C

### CSE Comment

CSE performed a survey of the roof cover for Building C and found the bitumen roof cover to be serviceable and expected to function in normal weather conditions. CSE observed wrinkles in the roof cover and random "fishmouth" gaps at locations where the roof cover overlaps (Photo 19). The wrinkles are at locations that are approximately forty-eight inch (48") on-center and appear to be caused by expansion and contraction of the wood substrate below the roof system. Localized repair of each "fishmouth" should be performed to extend the service life of the roof cover.

One of the allegations by RTM that is part of the MGA report is insufficient roof slope. The code required 1/4 in 12 slope noted by MGA is a design slope. CSE is unaware of specific areas that do not comply with the required slope; however, the actual in-service roof slope will always be less than the 1/4 in 12 due to structural member deflection. CSE has authored and co-authored published articles that demonstrate a framing member installed to the code prescribed 1/4 in 12 deflects in-service. The deflected member will always have a slope less than 1/4 in 12 that contributes to ponding toward the low end. Therefore, the slope measured by RTM is expected and not a construction deficiency.

### CSE Recommend Scope of Repair

- Inspect, confirm, and repair each "fishmouth" gap.
- Cut the membrane at the "fishmouth" to lay in contact with the substrate.
- Seal the membrane in accordance with accepted industry standards to maintain a weather-tight roof cover.

## **7 - REAR FENCES**

### MGA Recommended Scope of Repair

*"Install horizontal blocking at all rear fences of two feet on center and repaint to match existing."*

### Discussion

CSE understands that the IRC describes geometric requirements for barriers (e.g. swimming pool enclosure) and guardrails (e.g. decks). However, requirements for a fence used to define a boundary, serve as landscaping, and/or hide an undesirable view is not part of the building code. Additionally, the code does not detail requirements for the performance of a wood fence. It is the opinion of CSE that this allegation is a maintenance responsibility of the owner.

### CSE Recommend Scope of Repair

- None



## **8 - UNIT 2020 INTERIOR DOOR**

### MGA Recommended Scope of Repair

*"Replace warped door in unit #2020."*

### Discussion

It is the opinion of CSE that there is insufficient information from MGA to identify how the door became warped. The MGA photograph of the top edge implies the door rubs against the frame. Elevated temperatures and humidity levels may be the source of the door expansion to cause "sticking". Additional information is required to evaluate this allegation. Therefore, no repair is considered necessary at this time.

### CSE Recommend Scope of Repair

- None

## **9 - CEILING CRACK**

CSE was made aware of a recurring second floor ceiling crack at the Loft/ Owners Suite transition in two (2) units. The recurring ceiling cracks were not reported by MGA. CSE believes the two (2) units are the Wellingham model.

Photo 19 is a view of the Loft/Owner Suite transition. CSE believes the condition to be "ridging" as described in *GA-221-2017 Causes, Prevention, and Repair of Joint Ridging and Centerline Cracking* published by the Gypsum Association (GA). The frequent cause of ridging is environmental conditions that result from wood member movement. The attic insulation is located immediately below the roof deck to allow the truss bottom chord to experience variations in the temperature and humidity levels. This movement can result in gypsum ridging and cracking. Homeowners should maintain stable indoor conditions to minimize joint ridging and cracking.

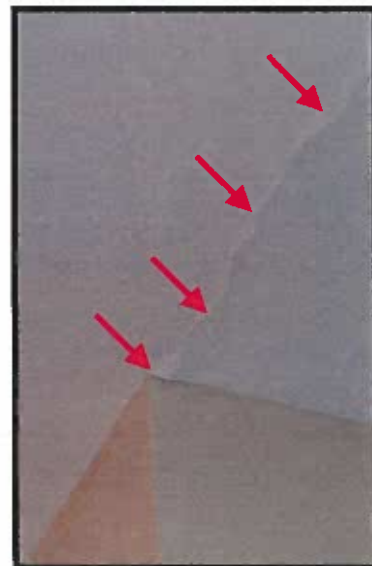


Photo 19



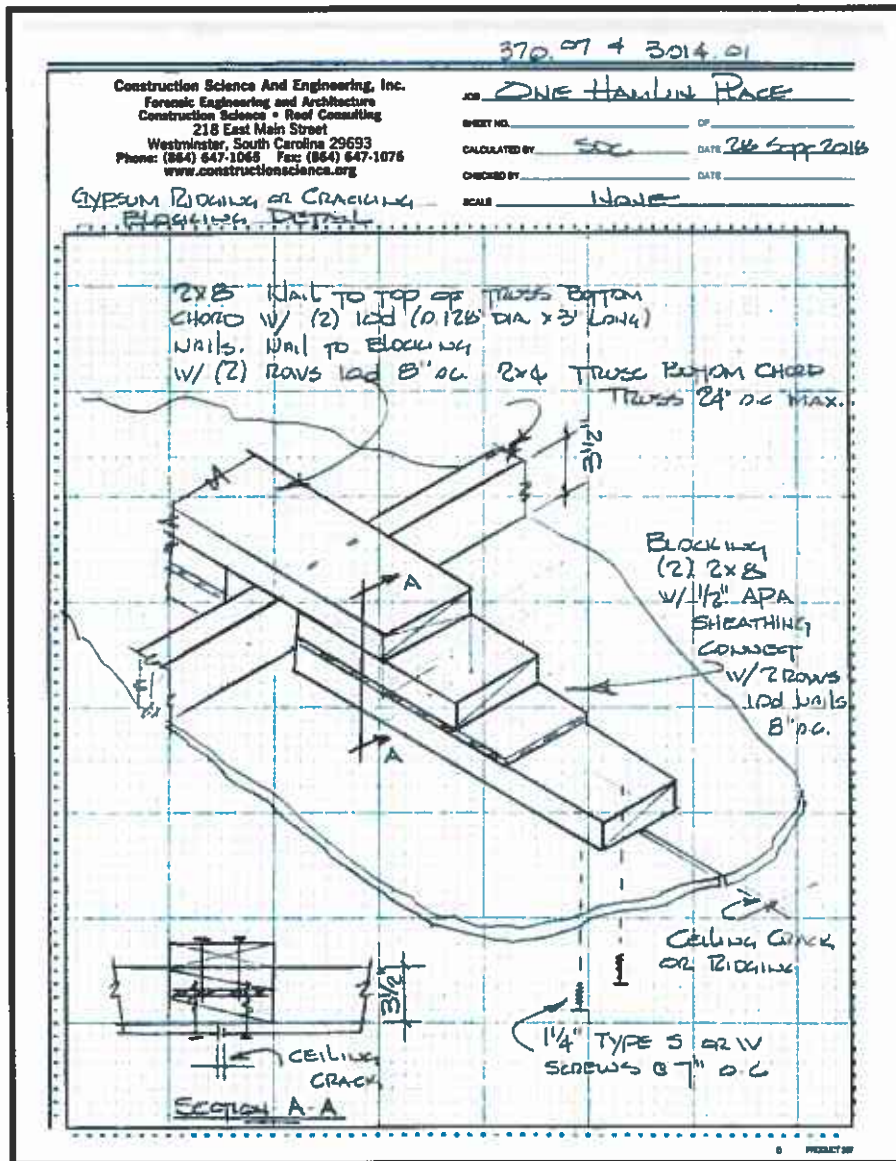
Photo 20

CSE also acknowledges gypsum workmanship and/or the minimal joint blocking observed in the attic may contribute to the observed ridging (Photo 20). Therefore, CSE has provided a recommended scope of repair for the Wellingham models we believe were constructed at One Hamlin Place. Homeowners are also made aware some gypsum cracking is acceptable. Specifically, the South Carolina Residential Construction Standard (SCRCS) Chapter VI states "Cracks not exceeding 1/16 inch in width are common in gypsum wallboard installations and are considered acceptable."



CSE Recommend Scope of Repair

- Back-block gypsum board joint with flat-wise 2x8 blocks to match truss both chord depth. For 2x4 truss bottom chord, fasten 15/23" plywood/oriented strand board "sandwiched " between two (2) 2x8 members with two (2) rows 10d (0.128" diameter x 3" long) nails eight inches (8") on center. The block should be minimum 16" and centered between truss bottom chord. Place a continuous 2x8x6' across the top of the blocking and truss bottom chords and fasten to truss bottom chord with two (2) 10d nails. Fasten continuous 2x8 to each back-block covered with four 10d nails. See Sketch this page.
- Remove damaged tape and joint compound. Sand area to remove residual materials.
- Install one and one-quarter inch (1-1/4") Type S or W screws through gypsum ceiling seven inches (7") on center into 2x8 back-blocking.
- Re-tape and finish as an end joint, feathering as wide as necessary to create an essentially fast surface. All work to be in accordance with industry standards.
- Paint to match existing.
- Allow repair to six (6) linear feet of gypsum joint in twenty-five (25) Wellingham units.



Watkins Services, Inc.  
 Bus:(843)448-3900  
 Fax:(843)448-7150

One Hamlin Place (bldg A,B,J,K)  
 per  
 CSE scope of repair

RECORD ON APPEAL 0581  
 1 of 2  
 1/27/20

ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
<b>GR</b>	<b>GENERAL REQUIREMENTS</b>						
gr1	Project superintendent	Wk	17		1,400.00	24,248.00	4.33 weeks per month
gr2	Utilities	Mo	4	500.00		2,000.00	
gr3	General Tools & Materials	Mo	4	125.00		500.00	
gr4	Mobilize Site with Job Office/Storage	LS	1		500.00	500.00	
gr5	Pickup Truck	Mo	4	440.00		1,760.00	
gr6	Dumpster	Pull	3	660.00		1,980.00	
gr7	Allowance for scaffold/access	Mo	4	2,000.00		8,000.00	
gr8	Office/Storage Rental	Mo	4	150.00		600.00	
gr9	Temporary Toilet	Mo	4	375.00		1,500.00	
gr10	Landscaping	Bldg	4	250.00		1,000.00	
	<b>total</b>					<b>42,088.00</b>	
<b>1.00</b>	<b>KICK-OUT FLASHING</b>						
1.01	Survey kick out flashing locations	Bldg	4		40.00	160.00	
1.02	Repair missing kick out where DT done	Ea	1	50.00	200.00	250.00	only saw mention of 1 DT in report
	<b>total</b>					<b>410.00</b>	
<b>2.00</b>	<b>HARDIEPLANK HORIZONTAL SIDING</b>						
2.01	Survey/Mark wall/Install face nail	SF	20,108	0.10	1.00	22,118.80	
2.02	Pressure wsh siding	SF	20,108	0.05	0.25	6,032.40	
2.03	Paint siding & trim	SF	20,108	0.25	0.75	20,108.00	
2.04	Allowance for nail pop	SF	20,108	0.10	0.50	12,064.80	
2.05	Remove/Reinstall shutters	Pr	64	5.00	40.00	2,880.00	
2.06	Allowance for siding gap at roof/wall	Bldg	4	25.00	120.00	580.00	assume 3 man hours per bldg
2.07	Allowance for inspect/remove sealant at metal flashing	Bldg	4		160.00	640.00	assume 4 man hours per bldg
	<b>total</b>					<b>64,424.00</b>	
<b>3.00</b>	<b>HARDIEPANEL SIDING</b>						
3.01	Remove/Replace Hardipanel and trim (incl/ paint)	SF	1,950	5.00	15.00	39,000.00	Qty per CSE
3.02	Remove/Replace framing (and sheathing)	SF	1,950	2.25	7.50	19,012.50	Qty per CSE
3.03	Prep/Install fluid applied waterproofing	SF	1,950	1.00	2.00	5,850.00	Qty per CSE
3.04	Remove/Replace insulation	SF	1,950	0.60	0.40	1,950.00	
3.05	Remove/Reinstall windows	Ea	38		300.00	11,400.00	
3.06	Remove/Replace rough opening flashing	LF	684	0.50	2.50	2,052.00	
3.07	Allowance for interior repairs	SF	1,950	2.00	8.00	19,500.00	incl/ trim, gyp, paint, etc
3.08	Allowance for structural support on bldg A	Bldg	1	500.00	10,000.00	10,500.00	
	<b>total</b>					<b>109,264.50</b>	
<b>4.00</b>	<b>WINDOWS</b>						N/A per CSE
	<b>total</b>						<b>Memo Exhibit D-001</b>

Watkins Services, Inc.  
 Bus:(843)448-3900  
 Fax:(843)448-7150

One Hamlin Place (bldg A,B,J,K)  
 per  
 CSE scope of repair

1/27/20

ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
<b>5.00</b>	<b>BRICK ROWLOCK</b>						N/A per CSE
	<b>total</b>						
<b>6.00</b>	<b>ROOF COVER</b>						
6.01	Remove/Replace shingles at eaves & rakes	LF	1,085	2.00	5.00	7,595.00	
6.02	Remove/Replace shingles at low slope shed dormers	SF	425	2.00	5.00	2,975.00	
6.03	Remove/Replace shingles on shed roofs	SF	2,580	2.00	5.00	18,060.00	
6.04	Remove/Replace/Repair hardi panel to intergrate membrane	SF	32	10.00	20.00	960.00	Qty per CSE
6.05	Inspect parapet coping	LF	225		0.50	112.50	Qty per CSE
6.06	Allowance for parapet coping repair	Loc	8	50.00	100.00	1,200.00	Qty per CSE
	<b>total</b>					<b>30,902.50</b>	
<b>7.00</b>	<b>REAR FENCES</b>						N/A per Cse
	<b>total</b>						
<b>8.00</b>	<b>UNIT 2020 INTERIOR DOOR</b>						N/A per Cse
	<b>total</b>						
<b>9.00</b>	<b>CEILING CRACK</b>						All bldg A & B
9.01	Prep/Install back blocking	LF	180	2.00	5.00	1,260.00	Allow 20 lf per unit
9.02	Remove/Replace gyp tape joint	LF	54	0.50	4.00	243.00	6 lf per CSE
9.03	Prep/Paint ceiling	SF	900	0.25	1.75	1,800.00	Allow 100 sf per unit
9.04	Prep/Clean for repair/paint	Unit	9	20.00	120.00	1,260.00	Allowance
	<b>total</b>					<b>4,563.00</b>	
	<b>Subtotal</b>					<b>251,652.00</b>	
	Permits & License	Pct	1.25%			3,145.65	
	Overhead	Pct	10.00%			25,165.20	
	Profit	Pct	10.00%			25,165.20	
	Contingency	Pct	10.00%			25,165.20	
	A/E fees	Pct	7.50%			18,873.90	
	<b>TOTAL</b>					<b>349,167.15</b>	

**One Hamlin**  
**Repair Estimate Buildings 5-11 CSE Scope**  
**8/24/21**

Estimate by George Cook  
 Cook Bonner Construction, Inc.

ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Work Item	Quantity	Unit	Material	Labor	Subcontract
<b>General Conditions and Sitework</b>					
General protection	-	ls	720	400	
Temporary facilities					
Toilet (2 ea)	5	mo	870		
Storage	-	ls	1,200		
Signage, submittals	-	ls	600		
Cleanups					
Continuous	-	ls		1,194	
Dumpster	3	ea			1,530
Documentation (photography, file organize)	-	ls		1,500	
Expendables and tool rentals	-	ls	825		
Superintendent (70%)	6	mo		31,312	
Allowance for engineer/architect	-	ls			16,000
Landscape repair allowance	-	ls			4,500
<b>Subtotal</b>			<b>4,215</b>	<b>34,406</b>	<b>22,030</b>
<b>Kickout Flashing</b>					
Roofing subcontract	3	ea			1,300
Siding repairs	3	ea	44		360
Touch up paint	3	ea			300
<b>Subtotal</b>			<b>44</b>	<b>-</b>	<b>1,960</b>
<b>Hardi Plank Horizontal Siding</b>					
Renailing					
Subcontract	34,328	sf			99,551
Nails and shipping	500	#	4,704		
Touch up paint	-	ls	510		555
Allowance for blowout replacement	500	lft	415		1,300
Pumpjack setups	24	ea			3,600
Rake gap intersection repairs					
Protect roofing	14	lft	25		35
Subcontract	-	ls			420
Minor repairs	-	ls	84		200
Painting	-	ls			200
Sealant removal at flashing					
Subcontract	350	lft			1,020
<b>Subtotal</b>			<b>5,738</b>	<b>-</b>	<b>106,881</b>

<b>Hardi Panel Siding</b>					
Demo existing panels and substrate	546	lft			1,512
Repair allowance as specified	1,900	sf	4,955		17,000
Liquid applied membrane	2,068	sf	4,549		1,250
Install blocking and band board	546	lft	4,715		4,727
Panel mould and misc trim	2,068	sf	1,196		10,919
Flashing	546	lft	1,353		
Paint and caulk	-	ls			5,556
<b>Subtotal</b>			<b>16,768</b>	<b>-</b>	<b>40,964</b>
<b>Windows</b>					
No work	-	ls	-	-	-
<b>Subtotal</b>			<b>-</b>	<b>-</b>	<b>-</b>
<b>Brick Rowlock</b>					
No work	-	ls	-	-	-
<b>Subtotal</b>			<b>-</b>	<b>-</b>	<b>-</b>
<b>Roof Cover</b>					
<b>Bldg C(5) Bitumen (4787 sf)</b>					
Inspection	-	ls			600
Roof repair subcontract	-	ls			6,600
<b>Bldg I(6) Shingle</b>					
Eave work	475	lft			11,000
R/R shingles at dormer	3	ea			2,850
R/R shingles at low slope	1,290	sf			8,940
<b>Bldg 7-11 Allowance for misc. caulk and sealant (Feltman)</b>	-	allow			5,000
<b>Subtotal</b>			<b>-</b>	<b>-</b>	<b>34,990</b>
<b>Rear Fence</b>					
No work	-	ls	-	-	-
<b>Subtotal</b>			<b>-</b>	<b>-</b>	<b>-</b>
<b>Unit 2020 Interior Door</b>					
No work	-	ls	-	-	-
<b>Subtotal</b>			<b>-</b>	<b>-</b>	<b>-</b>
<b>Ceiling crack (22 Wellingham units)</b>					
Protect and prepare	22	ea	1,601	3,850	
Carpentry	22	ea	689		8,110
Repair sheetrock	22	ea			10,450
Painting	22	ea			6,800
Cleanup	22	ea		1,540	
<b>Subtotal</b>			<b>2,290</b>	<b>5,390</b>	<b>25,360</b>

<b>Subtotal of Above</b>			<b>\$ 29,055</b>	<b>\$ 39,796</b>	<b>\$ 232,185</b>
Sales tax	9 %				2,615
Labor tax	28 %				11,262
General liability	6 M				1,806
Permits	-	ls			2,612
City license	-	ls			2,183
<b>Subtotal</b>					<b>321,514</b>
General Overhead	13 %				41,154
Profit	11 %				33,759
Contingency	7 %				22,506
<b>TOTAL ESTIMATE</b>					<b>418,933</b>



CUSTOM RESIDENTIAL &  
LIGHT COMMERCIAL  
CONSTRUCTION

August 24, 2021

Mr. Blake McKie  
Duffy & Young, LLC  
96 Broad Street  
Charleston, SC 29401

Re: One Hamlin, Mt. Pleasant

Dear Blake:

You had asked us to prepare an estimate of the cost of the work as stated in the 5/23/19 report prepared by Construction Science and Engineering Company in regards to the above project. *Our original 4/10/20 report has been updated to adjust for current pricing of materials and labor. Based on review of several new documents, we have also revised our report a bit. To help, we have italicized changes in the report.*

To that end, we have prepared this utilizing the following:

Various site visits  
Report prepared by Myles Glick dated 3/8/18  
Deposition of Paul Kennedy dated 4/17/19  
Estimate prepared by Kennedy Richter Construction (undated)  
Report prepared by CSE dated 5/23/19  
43 years of construction experience  
*Review of the Watkins file for buildings outside this report*  
*Review of the Feltman Roofing reports e-mails and proposals*

The scope of work varies significantly between the Glick and CSE report. Our estimate is limited to the scope of the CSE report with some minor adjustments based on observations in the field. Also, per instructions we have limited our estimate to Buildings 5-11 (the CSE Report identifies them as C-I).

Our estimate is attached.

As with any estimate it is important to list the basis of assumptions that are made to estimate.

#### General

1. We assume that work can be done during all normal business hours and that access to the interior of the units does not require anything abnormal
2. For the work on the interior, we assume that any personal belongings would be removed from the area of work by others. We would provide general protection and cleaning
3. We assume that we would not be supplying any additional property insurance
4. We assume that the Town of Mt. Pleasant would not require working drawings for this scope and that a general description of scope would suffice
5. We did not see where any Community Fees or ARB Fees would be required
6. We assume no code upgrades would be required for our work

COOK BONNER  
CONSTRUCTION, INC.

147 WAPPOO CREEK DRIVE  
SUITE 302  
CHARLESTON, SC 29412

PH. 843.795.9301  
FAX 843.795.9302

Memo Exhibit E-004  
RP COMPANIES 008177

**General Conditions**

1. We generally would work on one to two buildings at a time. This may vary by trade as certain ones like the roofer would continue until all buildings were completed and be in advance of other trades

**Kickout Flashing**

1. There are 24 kickout conditions in the Buildings of concern (5-11). From observation we were able to confirm that most had the flashing. Some were concealed by gutters and we could not confirm without a lift or other access. The report showed conditions that needed work but they were not in our group. There were no obvious issues but we included repairs for 3 just to be on the conservative side. *The Feltman Roof Inspection Report does not indicate concern for any of these conditions. We do not know if the specific conditions in the CSE report were reviewed and found to be adequate or if they were overlooked. To be safe, we kept these 3 included as a precautionary measure but they could be deleted based on the roofer's report.*

Building	# Potential Locations	# Observed Missing
Building 5 (C)	4	0
Building 6 (I)	4	0
Building 7 (H)	4	0
Building 8 (D)	3	0
Building 9 (E)	3	0
Building 10 (G)	3	0
Building 11 (F)	3	0

**Hard Plank Horizontal Siding**

1. We are clarifying that the renailling applies only to the lap siding and not the parapet areas.
2. The suggested nailing is at 24" OC but we would prefer 16" oc to catch more of the framing below.
3. We are a bit concerned about the aesthetic of touching up the head of the nail if needed after hand driving or a "ding" that might have to be touched up. We will predrill and hand drive a prefinished 6d ring shank nail. We will match the existing siding color as best that we can but expect some variation because the siding would fade differently on various exposures. *Additionally, we would normally use a stainless steel fastener but because of the face nailing, we would be using a hot dipped galvanized fastener.*
4. With cutting the siding at the various rake/roof intersections, all conditions for the Buildings 5-11 appear to be in good shape. There was one area on Building 6 that we could not see without equipment and we have allowed for its correction just to be conservative.
5. As to the sealant removal, again, we have good photos but not of every opening up close. We did not see this as a prevalent issue and was hard pressed to find any examples, so we do not know if this was caused by original construction or maintenance. This is more of a judgment estimate at this point. If the reference was to the caulking over windows without pediments, there does not seem to be separate flashing and the windows apparently are being treated as self-flashing types.

**Hardi Panel Siding**

1. The description of the repairs weren't entirely clear and we have assumed that we are removing and replacing the bottom panel where it exists from the bottom band to the bottom of the window sill. The remaining band boards (both bottom and mid) and panel trim remain. Please advise if the scope needs any adjustment.
2. We were given the areas of framing repairs to assume but we don't know the complexity of repairs. This estimate is considered an allowance.

**Windows**

1. No repairs noted

**Brick Rowlock**

1. No repairs noted

**Roof Cover**

1. The inspections for the shingle work on Building #6 requires destructive investigation. Apparently, that has not been performed at each building and each condition. ~~We have made an allowance for roof repairs stipulated in the CSE report but this will have to be considered an allowance until we know the extent of repairs needed.~~ For this report's purposes this only applies to Building 6 (I). Based on the Feltman Roofing Report, it was noted that the shingles were in "good shape and do not need attention at this time". They did suggest replacing the roof vents which would be a total of 3ea for Building #6. This would be considered a maintenance item and has not been included in our estimate. The Feltman Report did not bring up the edge termination condition that the SCE report mentions. We have kept the CSE scope in our estimate assuming that the Feltman report may have overlooked that condition. Please advise if this is not the case and our estimate should be modified to reflect the Feltman report.
2. The recommended protocol for Buildings 1 (A) and 3 (B) is outside of our scope and not included
3. The recommended protocol for Building (C) will require an onsite inspection by our roofer. We have made an estimate of repairs based on the description in the reports but actual field measurements could vary this amount. The reference to applying sealant is understood to apply it at patches and not the entire roof. The Feltman report recommends a complete overlay using a TPO system. Obviously, an overlay is the ultimate solution but other solutions such as the CSE solution is viable. To stay consistent we have included the scope of work stated in the CSE report.
4. Buildings 7-11 (H,D,E,G,F) were deemed to be in reasonable condition with normal wear and tear for roofs of that age. No work was recommended by the CSE report. The Feltman report stated that the roofs were in need of some spot coatings and caulking. Given that the Feltman report is more recent, we have included an allowance for certain repairs that may be needed, however, these may also be considered normal maintenance. If this is the case, this allowance should be deleted.

**Rear Fences**

1. No repairs noted

**Unit 2020 Interior Door**

1. No repairs noted

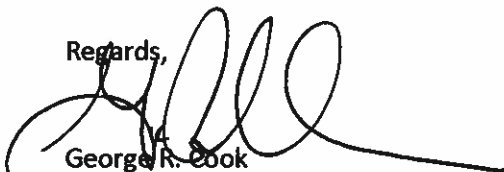
**Ceiling Crack**

1. We visited 4 units and 2 exhibited the small crack in the ceiling. One of these was extremely small (almost considered acceptable tolerances) and the other could use work. We are repairing this in 22 of the Wellingham units as directed

***I certify that the above statements made by me are true to the best of my knowledge. I am aware that if any of the above statements made by me are proven to be willfully false, I am subject to imprisonment by contempt.***

We hope this report and the attached estimate is helpful. Please let us know if you need anything else or if we can clarify anything.

Regards,



George R. Cook  
Cook Bonner Construction, Inc.

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF HORRY

Bay Meadows Homeowners  
Association, Inc., and  
Bay Meadows Horizontal  
Property Regime,  
Plaintiff(s),

CIVIL ACTION NO.  
2010-CP-26-06929

vs.

Bill Clark Homes of Myrtle  
Beach, LLC, et al.,

Defendant(s).

VOLUME 2

DEPOSITION OF: DEREK HODGIN  
DATE: Wednesday, June 6, 2013  
TIME: 10:07 a.m. through 5:34 p.m.  
LOCATION: McAngus, Goudelock & Courie  
2411 North Oak Street, Suite 400  
Myrtle Beach, South Carolina  
TAKEN BY: Attorneys for the Defendant(s)  
COURT REPORTER: MADONNA M. PERKINS  
Registered Professional Reporter  
Certified Livenote Reporter  
CaseViewNet Realtime Reporter

Page 138

1 flashing between vinyl siding and a brick veneer  
 2 wall?  
 3 A. Well, we talked about that a little bit  
 4 yesterday, and my testimony was that in my  
 5 experience, I would think that the logical  
 6 chronology at Bay Meadows would be that the brick  
 7 was installed first. And when the vinyl siding  
 8 installer came, they would install the flashing and  
 9 then the vinyl above the brick. But I was asked, I  
 10 think on the record, about is it possible that the  
 11 vinyl was installed first? And I said, "Yes, it's  
 12 possible."  
 13 Q. And as we sit here today, you don't know  
 14 either way?  
 15 A. I don't.  
 16 Q. But on a project like Bay Meadows, do you --  
 17 who would typically install that transition  
 18 flashing?  
 19 A. I believe it would be the vinyl siding  
 20 installer.  
 21 Q. And I know that you talked about it some  
 22 yesterday, but can you tell me why you consider  
 23 that transition flashing installation to be  
 24 improper between the brick veneer and the vinyl  
 25 siding?

Page 139

1 A. I think there's a couple things that  
 2 happened. One is the flashing is installed on the  
 3 outboard side of the weather-resistive barrier, so  
 4 that any water that penetrates the vinyl siding  
 5 above that flashing can go straight behind that  
 6 vertical leg and continue down behind brick, which  
 7 would not be a problem if there was adequate  
 8 protection over the entire wall. But there's a  
 9 transition there between the weather-resistive  
 10 barriers, and the water can actually get behind --  
 11 below the weather-resistive barrier and cause  
 12 problems.  
 13 Another issue is with the slope. I think  
 14 there may have been some repairs made back in 2000  
 15 or 2001, and I'd say, in general, they were proper  
 16 in that they provided some slope to the flashing.  
 17 They were less than desirable because they didn't  
 18 really integrate the flashing with the  
 19 weather-resistive barrier. They just put a piece  
 20 of self-adhered flashing, instead of going behind  
 21 the weather barrier. But I think there's some  
 22 original flashing that has no slope, and then later  
 23 I think there was either some repairs or maybe they  
 24 made improvements and put a slope on the flashing.  
 25 Q. And what buildings do you think that

Page 140

1 occurred on?  
 2 A. I haven't performed any summary of that. I  
 3 just notice that there's -- there are different  
 4 pictures. And then I think Right Way talks about  
 5 it to Bill Clark Homes, saying that this flashing  
 6 is a problem, and they may have made some repairs,  
 7 I can't remember.  
 8 And then another company called Penn,  
 9 P-e-n-n, made repairs for Bill Clark Homes at that  
 10 same flashing detail.  
 11 Q. Based on your experience on a project like  
 12 Phase 1 of Bay Meadows, which trade would typically  
 13 install the waterproofing and flashing of the  
 14 balconies and walkways?  
 15 A. Can you ask it again?  
 16 Q. Sure.  
 17 In your experience, on a project like Phase  
 18 1 of Bay Meadows, which trade would typically  
 19 install the waterproofing and flashing of balconies  
 20 and walkways?  
 21 A. If there were waterproofing installed, I'd  
 22 think it would be a waterproofing contractor. In  
 23 other cases of similar-type buildings, there is a  
 24 separate waterproofing contractor that installed  
 25 waterproofing. Here, you don't have any

Page 141

1 waterproofing, I don't think. I haven't seen  
 2 anything, so I don't think there's a waterproofing  
 3 contractor.  
 4 Q. That's who it would typically be is a  
 5 separate waterproofing contractor?  
 6 A. That's my experience, yes.  
 7 Q. And also in your experience, on a project  
 8 like Phase 1 of Bay Meadows, who would typically  
 9 install the through-wall flashing at the base of  
 10 the brick veneer?  
 11 A. The masonry contractor.  
 12 Q. And would you agree that once the masonry  
 13 contractor installs the bricks, he assumes  
 14 responsibility for the substrate and any  
 15 deficiency, such as inadequate through-wall  
 16 flashing, at that location?  
 17 A. Yes.  
 18 Q. If there is a discrepancy with the  
 19 through-wall flashing, shouldn't the masonry  
 20 contractor repair the base of the wall during the  
 21 brick veneer installation, or at least alert the  
 22 general contractor of the issue?  
 23 A. Definitely the latter. It would be the same  
 24 as the roof issue. I mean, if it's outside the  
 25 scope, he would want to get paid for it and ask the

Page 142

1 general contractor to remedy the situation or get  
 2 the contractor responsible to come back and make it  
 3 right.  
 4 Q. Similar-type question, on a project like Bay  
 5 Meadows, Phase 1, in your experience, which trade  
 6 typically installs window flashing at vinyl siding  
 7 and brick veneer walls?  
 8 MR. McCUTCHEM: Object to form.  
 9 THE DEPONENT: These are -- there's two  
 10 questions: One is the vinyl siding and one  
 11 is the brick veneer.  
 12 The brick veneer is the easiest one, so  
 13 I'll do that one first. That's the brick  
 14 installer, because the flashing is going to  
 15 have to extend across the cavity -- the air  
 16 cavity over the steel lentil and below the  
 17 bricks. And right now, I'm just talking  
 18 about head flashing, and I'm talking about  
 19 code-compliant minimal flashing. I'm not  
 20 talking about rough opening flashing.  
 21 So on vinyl siding, it could be the  
 22 vinyl siding installer or it could be the  
 23 window installer, if they're not -- if  
 24 they're different trades. Sometimes they're  
 25 the same trades.

Page 144

1 barrier. The weather barrier shouldn't be there,  
 2 or it should be cut away so that the -- there's a  
 3 sealant joint between the nailing flange and the  
 4 sheathing.  
 5 And then the weather barrier would be at the  
 6 top of the window, there would be a separate piece  
 7 of flashing slipped under the weather barrier. And  
 8 then what you'd like to do is tape that -- put a  
 9 piece of tape across it so there's metal flashing  
 10 over the window.  
 11 Q. And just so I'm clear, where are you  
 12 referring to in this Phase 1 as the weather  
 13 barrier?  
 14 A. I think it's the woven polyolefin material.  
 15 In Phase 2, it's Tyvek. In Phase 1, it's some type  
 16 of woven polyolefin, p-o-l-y-o-l-e-f-i-n.  
 17 Q. Did you determine who manufactured the  
 18 windows in Phase 1?  
 19 A. Better Built.  
 20 Q. And I know that you said that they were  
 21 rated a DP 30 on the Phase 1 buildings?  
 22 A. Correct.  
 23 Q. And you found that to be improper in some  
 24 instances?  
 25 A. Correct.

Page 143

1 BY MR. RAHN:  
 2 Q. Do you know who installed the windows on the  
 3 buildings in Phase 1 at Bay Meadows?  
 4 A. I don't. When I was skimming through the  
 5 contracts earlier, I think G&F installed windows,  
 6 but I think they may have been Phase 2, I'm not  
 7 sure.  
 8 Q. And I know you've talked about this a bit.  
 9 Can you further define, or at least help me  
 10 understand window flashing deficiencies in the  
 11 field of the vinyl siding for Buildings 1 through  
 12 8, Phase 1? I think you just hit on it a little  
 13 bit a second ago.  
 14 A. Yeah. At the head of the window on Phase 1  
 15 buildings, we came across two conditions. And I  
 16 don't know if they're -- that's all original  
 17 construction or if there are modifications made at  
 18 some time later. But one condition is a  
 19 weather-resistive barrier turned into the rough  
 20 opening and the window, the flanged window set in  
 21 place with no additional flashing.  
 22 So you have not complied with the window  
 23 manufacturer's instructions of putting sealant  
 24 between the flange of the window and the sheathing.  
 25 So it shouldn't go into contact with the weather

Page 145

1 Q. Okay. Do you know who specified the windows  
 2 for Phase 1?  
 3 A. I do not.  
 4 Q. Do you have any information about how those  
 5 windows were selected?  
 6 A. No.  
 7 Q. Do you have -- or have you investigated the  
 8 manufacturer's -- the Better Built installation  
 9 requirements for the Phase 1 windows?  
 10 A. I have.  
 11 Q. Okay. And those are contained in your  
 12 project file?  
 13 A. Yes.  
 14 Q. Okay. Have you performed any calculations  
 15 showing the required nailing spacing around the  
 16 perimeter of the windows?  
 17 A. I think it's on the manufacturer  
 18 instructions, within 6 inches of each corner, and  
 19 then I don't recall the intermediate spacing, like  
 20 12 inches or something like that, 10 inches.  
 21 Q. Who do you think is responsible if that DP  
 22 rating is wrong for Phase 1?  
 23 A. I would say a design professional, if the  
 24 design professional specified what is installed. I  
 25 would say the GC, in the absence of a design

Page 166

1 A. I think what you'd want to do -- so I'm  
 2 going to assume that there's a weather barrier  
 3 there, everything else is fine, but I just need to  
 4 get the water from the step flashing installed at  
 5 the vinyl section to the -- well, just to route it  
 6 in a way that's not going to cause damage.  
 7 Q. (Moves head up and down.)  
 8 A. I would need to take up the vinyl just high  
 9 enough to install a piece of flashing that would  
 10 bridge between some piece of flashing, probably a  
 11 course or so -- it looks like there's an attempt  
 12 here in the photograph of a deflected or, you know,  
 13 out-of-plane piece of step flashing to kind of  
 14 bridge across there. I would want it to be a  
 15 little bit taller and then have a transition that  
 16 would kind of turn down in the plane of the brick.  
 17 I would continue the step flashing along the brick,  
 18 and then I would install some type of a  
 19 surface-mounted counter flashing on top of the  
 20 panel.  
 21 Q. So there is three pieces of some type of  
 22 flashing in this photograph. You've got like a  
 23 1-by-4 -- I mean, you know, a 4-inch-tall piece of  
 24 white metal flashing that runs down along the  
 25 bottom face of the brick panel?

Page 167

1 A. Right.  
 2 Q. And then another vertical piece of flashing  
 3 that runs up at the intersection of the vinyl with  
 4 the brick panel?  
 5 A. It would be kind of a closure piece, I guess  
 6 you'd say, at the corner. Correct.  
 7 Q. And then you do see a piece of step flashing  
 8 that laps out on top of the shingle and appears to  
 9 run up behind the vinyl?  
 10 A. Right.  
 11 Q. Your criticism is that this piece of step  
 12 flashing doesn't come up high enough and doesn't  
 13 come out to daylight on this vertical white piece  
 14 of flashing?  
 15 A. Well, that's part of it. The other part is  
 16 that you really shouldn't have a dead end at the  
 17 base of a roof slope. So this corner closure piece  
 18 should not be a 90-degree piece. It should follow  
 19 the line of the step flashing. It would be almost  
 20 like a -- and I'm sure you're familiar with a  
 21 cricket. I mean, the same concept would be that  
 22 you don't have a dead-end place for water to  
 23 accumulate against the wall. You would want to  
 24 have a transition that would be angled between the  
 25 vinyl and the brick.

Page 168

1 What they should have done is just put some  
 2 furring strips or something to build the vinyl out  
 3 to the same plane as the brick, then you wouldn't  
 4 have this awkward transition. So if they're both  
 5 in the same plane, it would be much easier to  
 6 flash.  
 7 Q. But this whole awkward transition area, as  
 8 you described it, the design professionals would  
 9 bear some responsibility for this area and  
 10 condition.  
 11 A. I agree.  
 12 Q. The -- you believe, obviously, the vinyl  
 13 siding installer has shared some responsibility.  
 14 A. I would think so, yes.  
 15 Q. The roofer would share some responsibility.  
 16 A. Yes.  
 17 MR. TURNER: Objection.  
 18 BY MR. FREEMAN:  
 19 Q. The brick veneer panel installer would share  
 20 some responsibility?  
 21 A. I don't know, because, you know, that guy, I  
 22 think, is there before everybody else. It looks  
 23 like, from the photographs, it's so clean and it  
 24 comes up behind the gutter, shingles and the roof  
 25 deck. I'm just saying, hypothetically, he could

Page 169

1 bear some responsibility, but if he put all this  
 2 stuff up before the vinyl, before the weather  
 3 barrier, before the roof, he has no way of knowing  
 4 how all this stuff is going to come together. He  
 5 walks away. The GC's got responsibility to try to  
 6 figure it all out and hopefully coordinate with the  
 7 design professional.  
 8 Q. If, in the sequence of events, the brick  
 9 veneer panel installer performed his work first  
 10 before everybody else --  
 11 A. Yes, sir.  
 12 Q. -- then you doubt that they would have  
 13 responsibility.  
 14 A. Correct.  
 15 Q. But if, indeed, the brick veneer panel  
 16 installer installed their work after the roof  
 17 shingles had gone on, then they would bear  
 18 responsibility.  
 19 A. I would think so.  
 20 Q. And the general contractor has overarching  
 21 responsibility for the entire project, correct?  
 22 A. Correct.  
 23 Q. So all the items listed on your Summary of  
 24 Required Repairs, they would bear some  
 25 responsibility for making sure that those are

1 repaired.  
 2 A. I believe that's true. The only exception I  
 3 would ever take to that would be if there is a pure  
 4 design problem, where they're given bad information  
 5 from a design professional, and they follow what  
 6 the design professional sets forth, then it would  
 7 be a design professional issue, not a GC issue.  
 8 For instance, if there's no -- well, I was  
 9 going to say the truss hold-downs, but because  
 10 you've got the truss shop drawings that go to the  
 11 contractor as well, they would trump.  
 12 But if there's -- I guess I'll just go back  
 13 to if there's purely a design issue, the contractor  
 14 doesn't know any better and follows the improper  
 15 design, then it would be a design issue only.  
 16 Q. And the same for the subcontractors as  
 17 well --  
 18 A. That's correct.  
 19 Q. -- if they follow the plans of a bad design,  
 20 the responsibility lays with the designer.  
 21 A. I believe that's correct, yes.  
 22 MR. FREEMAN: I'm going to go ahead and  
 23 let some other folks ask you questions.  
 24 Thank you, Derek, I appreciate it.  
 25 EXAMINATION

1 Q. Okay. There is a -- there's exposed OSB  
 2 there, correct?  
 3 A. Yes.  
 4 Q. And there's a gap between the OSB and the  
 5 brick panel?  
 6 A. Yes, sir.  
 7 Q. And you believe that's been there, without  
 8 it being shingled over, as original?  
 9 A. Well, I think it had some shingles at some  
 10 time.  
 11 Q. Okay. When you say it hasn't been repaired,  
 12 has it even -- my understanding, I guess, was  
 13 somebody at least took the shingles off in the  
 14 process of repair, or was that you taking the  
 15 picture?  
 16 A. No, that's how it was when we came across  
 17 it.  
 18 Q. Okay. Do you know if that was in the  
 19 process of being repaired?  
 20 A. It was not.  
 21 Q. And do you know how long that had been in  
 22 that condition?  
 23 A. I don't know specifically. I would say the  
 24 OSB looks fairly weathered, and the felt looks  
 25 brittle and weathered.

1 BY MR. TURNER:  
 2 Q. I'm going to reserve most of my questions  
 3 for the next time we meet.  
 4 Can you go back to some of those pictures we  
 5 were just looking at, the one with the flashing --  
 6 A. Yes, sir.  
 7 Q. -- that Ian was just talking to you about?  
 8 A. Yep.  
 9 Q. And I've got questions about the OSB, too.  
 10 But on this flashing, the one that -- right, that  
 11 wasn't exactly the picture we were looking at --  
 12 but on that flashing, was that repaired or was that  
 13 original, or can you tell?  
 14 A. I think this is in a process of repair.  
 15 Q. Do you know what the original was?  
 16 A. Yeah. I mean, I can show you other pictures  
 17 of a similar area.  
 18 Q. These are going to be on Phase 2, right?  
 19 A. Right.  
 20 Here we go. So I found a similar area on  
 21 Building 14 that has not been repaired.  
 22 COURT REPORTER: I'm sorry?  
 23 THE DEPONENT: That has not been  
 24 repaired.  
 25 BY MR. TURNER:

1 Q. Okay. And you've got another picture  
 2 looking into that gap; is that right?  
 3 A. I've got other pictures around that -- oh,  
 4 yeah, there's a picture.  
 5 Q. And that's really pretty clean, isn't it?  
 6 A. Yeah. When the water falls on the exterior  
 7 side of the brick panel, it wouldn't cause damage  
 8 to the brick panel; it will just run down the face  
 9 of the brick panel.  
 10 Q. Okay. And would it cause any water staining  
 11 in any of these areas (indicating)?  
 12 A. We've seen some areas with water staining,  
 13 but these are -- the components that you're  
 14 pointing to are the vinyl soffit and the vinyl J  
 15 channels. They wouldn't be damaged; they may have  
 16 an aesthetic stain, but you're not going to have  
 17 damage.  
 18 Q. They may have mildew, possibly or -- I'm  
 19 just trying to figure how long before you know what  
 20 happened in this area. And I guess you can't tell  
 21 me what happened.  
 22 A. No. And if you want me to, I can try to  
 23 find a different one where it's more closed up than  
 24 this issue. This might be an anomaly. I don't  
 25 know that there's a lot of large gaps like that. I

Page 210

1 A. Right. I mean, when we say "waterproofing,"  
 2 it's underlayment, shingles --  
 3 Q. Underlayment, flashing --  
 4 COURT REPORTER: I need y'all to please  
 5 speak one at a time.  
 6 BY MR. McCUE:  
 7 Q. Right.  
 8 -- drip edge, underlayment, any kind of  
 9 building paper that may have been called for in  
 10 that location, and as well as, some type of either  
 11 vinyl siding or other fascia material that would  
 12 serve as an initial water barrier?  
 13 MR. TURNER: Object to the form.  
 14 THE DEPONENT: Yes, to a degree.  
 15 BY MR. McCUE:  
 16 Q. And you would agree with me further that if  
 17 those construction components were installed  
 18 properly, it would not matter whether water came in  
 19 over the gutters or behind the gutters at that  
 20 location because the work of the prior trades would  
 21 have properly waterproofed that condition, the wood  
 22 in that area.  
 23 MR. TURNER: Object to the form.  
 24 THE DEPONENT: I generally agree, but  
 25 don't totally agree. Because even if

Page 211

1 they're installed properly, if you have a  
 2 backed-up gutter, those components don't  
 3 necessarily work in reverse. If the water  
 4 is coming from below, they don't necessarily  
 5 work the same; they don't have the same  
 6 effectiveness.  
 7 BY MR. McCUE:  
 8 Q. And when you say a "backed-up gutter," would  
 9 that be caused by a clogged gutter system, do you  
 10 know?  
 11 A. It could, or it could be a gutter that might  
 12 not have proper slope.  
 13 Q. And that's something you've got to further  
 14 investigate?  
 15 A. Yes, sir.  
 16 Q. Okay. You've identified one area or one  
 17 location on Building 13. Is there any reason to  
 18 believe that that condition, as shown on those two  
 19 photographs, would exist anywhere else on this  
 20 project?  
 21 A. I would say I would have concerns about  
 22 other locations related to the absence of  
 23 underlayment at the eave, metal drip edge and  
 24 flashing. I'm not necessarily -- other issues  
 25 caused by a gutter.

Page 212

1 Q. Okay.  
 2 A. I'm just trying to be complete, that it  
 3 could be related to a gutter. But if I saw that  
 4 condition elsewhere, my first inclination would be  
 5 to look at the underlayment and waterproofing  
 6 details.  
 7 Q. Okay. So more than likely, it's some other  
 8 cause, but you can't rule out the gutters?  
 9 A. Correct.  
 10 Q. Does that accurately summarize it?  
 11 A. I believe so.  
 12 Q. Okay. Let me shift gears then to Sam's  
 13 Drywall. As I understand it, there is no contract  
 14 that's been found related to Sam's Drywall's work  
 15 on this project. Do you recall seeing a contract  
 16 related to them?  
 17 A. I thought I saw something with Sam's  
 18 Drywall's name on it, but I don't know if it was a  
 19 contract. It could have just been some insurance  
 20 certificates.  
 21 Q. Could it have been the Bill Clark Homes'  
 22 detailed reports for the building that shows  
 23 subcontractors that worked on them?  
 24 A. It's possible. I think I've got those.  
 25 Q. All right. Do you know what Bill Clark's --

Page 213

1 I mean, excuse me -- what Sam's Drywall's scope of  
 2 work was on this project?  
 3 A. No, sir.  
 4 Q. If I told you that they may have installed  
 5 lightweight concrete on the interiors of these  
 6 buildings, used in a manner to level floors --  
 7 A. Yes, sir.  
 8 Q. -- have you seen any condition related to  
 9 that use of a lightweight concrete product that  
 10 raises any concerns for you?  
 11 A. No.  
 12 Q. Any other areas where there was lightweight  
 13 concrete installed that has raised concerns for  
 14 you?  
 15 A. The only place I can think of where there's  
 16 a concrete topping that we've talked about is on  
 17 the walkways and on the balconies, but I don't know  
 18 that I have a problem with the concrete  
 19 installation itself. And I guess I would say it  
 20 depends on the scope. You know, I think when we  
 21 talked about that front door issue, just having a  
 22 piece of polyethylene plastic underneath, between  
 23 the plywood and the concrete, seems marginal in  
 24 terms of any type of waterproofing. But it would  
 25 be the GC that would coordinate the ultimate

1 assembly, and the concrete guy may or may not know  
2 how all the other components are going to be  
3 incorporated.

4 Q. And as long as they complied with their  
5 scope of work with the general contractor, an  
6 installation, such as you observed, would not be  
7 against -- would not violate building codes, would  
8 it?

9 A. Not that I know of, no.

10 Q. Okay. Have you identified any issues  
11 related to the interior drywall installation on any  
12 of the buildings in Phase 1 and, in particular,  
13 really, Buildings 4 through 8?

14 A. The only thing I can think of that might be  
15 related to that would be the attic access size.

16 Q. And why would that fall within the sheetrock  
17 installer's scope of work?

18 A. The sheetrock installer would install the  
19 ceiling around the attic access opening, and they  
20 would provide the piece of drywall that's used to  
21 rest on the trim that is the attic access, so they  
22 would create that attic access.

23 Q. Well, they would create the sheetrock that  
24 goes around the opening or which fills the  
25 opening --

1 A. Right.

2 Q. -- right?

3 And am I correct that the opening for the  
4 attic access is an opening that has to be framed by  
5 a carpenter?

6 A. Right. It's wood framing that would fit  
7 between the bottom cords of the trusses, that's  
8 correct.

9 Q. And that would be done by someone who would  
10 be installing the truss system, would it not?

11 A. It could be the truss installer, or it could  
12 be a separate framing contractor.

13 Q. But the person installing the sheetrock  
14 would not typically undertake to frame up the  
15 opening for the attic access, would they?

16 A. No. They would just install the drywall on  
17 the ceiling around the opening and provide the  
18 drywall that is the opening hatch, so to speak.

19 Q. Okay. And your criticism, as I understand  
20 it with the attic access, is not so much with the  
21 sheetrock around or the sheetrock used to fill the  
22 opening that is the attic access, but your  
23 criticism really is that the size of the attic  
24 access is not sufficient.

25 A. That's correct.

1 Q. And that would go back to a framing issue,  
2 correct?

3 A. Well, I'm just sharing the responsibility  
4 between the framer and the drywaller. They've both  
5 seen the open and obvious condition of the  
6 non-compliant code -- the code violation of the  
7 attic access size in the process of creating the  
8 opening.

9 Q. And we don't have a set of plans for  
10 Buildings 1 through 8, as I understand; is that  
11 correct?

12 A. That's correct.

13 Q. So we don't know what the design  
14 professional required, nor do we know what Bill  
15 Clark Homes required by way of attic access size,  
16 do we?

17 A. I didn't even see it on the Phase 2 drawing.  
18 And sometimes you might not see it -- sometimes you  
19 might not even see it at all; sometimes you might  
20 just see an arrow pointed to a general location.  
21 And so I don't know that it has to be detailed on  
22 the plans for the contractor to follow the code,  
23 but it would be beneficial.

24 Q. Your criticism to the exterior sheetrock, as  
25 I understand it, that would include the existence

1 or nonexistence of sheetrock on stairwells; is that  
2 right?

3 A. Right. I think it's installed on the  
4 ceiling of the walkways. There's not a problem  
5 with installation, I don't think. There's a water  
6 problem that's causing damage. Separately, there's  
7 an issue with the stairwells not being protected  
8 with the fire-rated drywall.

9 Q. Okay. Because that is not within our scope  
10 of work, as I understand it, because we'll be back  
11 to revisit with you in August, I'm going to leave  
12 that issue for now and --

13 A. Okay.

14 Q. -- otherwise, I will -- Andy or I will ask  
15 you more questions about it at that time.

16 THE DEPONENT: All right.

17 MR. McCUE: And that's all I've got.

18 MR. WRIGHT: I'm just going to put on  
19 the record, I'm Michael Wright for Annex  
20 Interiors.

21 COURT REPORTER: I'm sorry?

22 MR. WRIGHT: I said, I'm Michael Wright  
23 for Annex Interiors. I'm just going to put  
24 on the record that I'm reserving all of my  
25 questions. It's my understanding that

Deposition of Derek Hodgin

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN THE COURT OF COMMON PLEAS  
FOR THE STATE OF SOUTH CAROLINA  
CHARLESTON COUNTY

DEPOSITION OF DEREK A. HODGIN, PE  
Volume 1 12/7/17

MADISON AT HAMLIN PLANTATION TOWNHOME  
ASSOCIATION, INC., et al.,

Plaintiffs,

vs. CASE NO. 2013-CP-10-5559

BUILDERS SUPPORT SERVICES OF THE CAROLINAS, INC.,  
Individually and f/k/a JOHN WIELAND HOMES AND  
NEIGHBORHOODS OF THE CAROLINAS, INC., et al.,

Defendants.

BUILDERS SUPPORT SERVICES OF THE CAROLINAS, INC.,  
Individually and f/k/a JOHN WIELAND HOMES AND  
NEIGHBORHOODS OF THE CAROLINAS, INC., et al.,

Third-Party Plaintiffs,

vs.

THE MUHLER COMPANY, INC., et al.,

Third-Party Defendants.

THE MUHLER COMPANY, INC.,

Fourth-Party Plaintiffs,

vs.

MARK MCFARLAND, et al.,

Fourth-Party Defendants.

TIME: 10:06 AM

LOCATION: LUCEY LAW FIRM  
MOUNT PLEASANT, SOUTH CAROLINA

REPORTED BY: TERI L. KENNELLY, RPR, CSR  
Clark & Associates, Inc.  
Clark-Associates.com

Deposition of Derek Hodgin

ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245 2

1 (CAPTION CONTINUED)

2

EAST COAST WALL SYSTEMS, INC.,

3

Third-Party Plaintiff,

4

vs.

5

NEW CONSTRUCTION DRYWALL HANGER, LLC, f/k/a NEW  
CONSTRUCTION DRYWALL HANGER, INC.,

6

7

Third-Party Defendant.

8

MADISON AT PLANTATION TOWNHOME ASSOCIATION, et  
al.,

9

Plaintiffs,

10

vs.

11

THE MUHLER COMPANY, INC., et al.,

12

Defendants.

13

14

A P P E A R A N C E S

15

ON BEHALF OF THE PLAINTIFFS:

16

LAW OFFICE OF JUSTIN O'TOOLE LUCEY  
BY: JOSHUA F. EVANS, ESQ.  
415 Mill Street  
Mount Pleasant, SC 29464

17

18

19

ON BEHALF OF BUILDERS SUPPORT SERVICES OF THE  
CAROLINAS, INC., JOHN WIELAND HOMES ENTITIES:

20

21

HOWSER, NEWMAN & BESLEY, LLC  
BY: ANDREW E. HASELDEN, ESQ.  
215 East Bay Street, Suite 303  
Charleston, SC 29401

22

23

24

ROBERTSON HOLLINGSWORTH & FLYNN  
BY: THEODORE L. MANOS, ESQ.  
(BY telephone)  
177 Meeting Street, Suite 300  
Charleston, SC 29401

25

## Deposition of Derek Hodgin

1 shortened, so that you see the need for repairs  
2 or distress earlier in its service life.

3 And then, you know, with the lack of  
4 maintenance or repairs, there can be a -- you  
5 know, there can be damage, and once the damage  
6 occurs, then I agree that it didn't meet the  
7 intent of the code. And so technically, there  
8 would be a code violation just because there's  
9 physical damage.

10 Q. Okay. Whose fault is that physical  
11 damage, at least with regard to these decks we're  
12 talking about?

13 A. Well, I guess there would be a  
14 combination of fault. There would be -- the GC  
15 obviously is the captain of the ship who's trying  
16 to coordinate all the subcontractors.

17 If there's a railing installer that  
18 should have sealed penetrations, that  
19 subcontractor would have some responsibility. If  
20 there's integration issues at the roof-wall  
21 intersection, that would be subcontractors that  
22 are installing the membrane and/or the WRB or  
23 flashing at that detail. If there's maintenance  
24 issues that contribute, that would be an owner  
25 issue.

## Deposition of Derek Hodgin

1 The metal drip edge is really there to secure the  
2 underlayment, and because you've got gravity on  
3 your side, usually -- I've torn off a lot of  
4 roofs and replaced a lot of roofs, and so -- or  
5 overseen the work, and you don't typically have  
6 any damage at those areas, even when there's not  
7 underlayment or it's short.

8 So it's really more of a securement  
9 issue and to keep the wind-driven rain, you know,  
10 away from the edge because you can get -- even  
11 though you might not have the same kind of  
12 physical damage that you have down at the eave,  
13 you can get some swollen edges.

14 And so the important part about that is  
15 as -- especially OSB, as the board swells, it  
16 changes the physical properties, so the lower  
17 density as it swells would cause issues  
18 structurally with the attachment of the board to  
19 the underlying framing. So you want to protect  
20 the edge, and that's all I'm trying to do with  
21 the metal drip edge.

22 Q. Okay. Who do you fault for the short  
23 underlayment on the steep sloped roofs?

24 A. Well, the GC because he's reviewing the  
25 work of the subcontractors and paying the

## Deposition of Derek Hodgin

1 subcontractors for the completed work and the --  
2 whoever installed the underlayment and whoever  
3 installed the roof because the roof shingle  
4 installer is the last person to see it.

5 So if he is covering up an incomplete  
6 installation, he would be the last guy to see it.  
7 He actually has a duty -- I know some attorneys  
8 are more extreme about this position, but I mean,  
9 each sub has a duty to review the work that  
10 preceded him but only for purposes of performing  
11 his work.

12 So it's not like if there was a framing  
13 issue and the roofer put his roof on that the  
14 roofer somehow has any responsibility at all for  
15 the framing.

16 But if the underlayment is not there,  
17 that's part of his work. I mean, the  
18 underlayment is part of the roof assembly, and if  
19 it's not there, he does have a duty to inspect  
20 it. And when he puts his roof on now, he's  
21 accepting the work that preceded him, so the  
22 roofer would be in the mix as well.

23 Q. Same opinions would be true for the drip  
24 edge at the eave and rake, correct?

25 A. Yes.

## Deposition of Derek Hodgin

1 the cause of the hole was.

2 But sometimes even after the  
3 construction, people are doing things in their  
4 attic, and it can cause holes, or they're running  
5 cable and wire, or an offending contractor can  
6 come later and do something.

7 So whatever the cause is, it is a  
8 problem that needs to be addressed so we've got  
9 it covered in the scope.

10 Q. And I hear what you're saying about,  
11 maybe there was a hole for some sort of utility  
12 and you don't know when that was done, but if  
13 it's a seam that's not taped, lumber penetrating  
14 it, or just short drywall --

15 A. Right.

16 Q. -- that's a code violation that goes  
17 back to original construction?

18 A. I would think so, yes.

19 Q. And who would be responsible for those  
20 code violations?

21 A. The GC and the contractor that installed  
22 the gyp, I would believe. I don't know that you  
23 could fault necessarily the truss bracing person.  
24 I don't know. I haven't compared the plans --  
25 see if the plans actually say, you know, this is

## Deposition of Derek Hodgin

1 a tenant separation wall and then the bracing is  
2 short or if they just went -- you know, put  
3 braces where they weren't supposed to be put.

4 Q. If it's -- obviously, the construction  
5 is attached homes, right?

6 A. Right.

7 Q. That was clear from the beginning;  
8 during construction, these were attached homes.

9 A. Yep.

10 Q. Would you expect a truss installer or a  
11 framer, depending on who was doing the work, to  
12 know that with attached homes, a firewall is  
13 going to be installed separating the units so you  
14 can't put lumber that spans from one to the  
15 other?

16 A. I would certainly think the GC would  
17 know that.

18 Q. How about the framer or truss installer?

19 A. I don't know. I mean, it would -- you  
20 would have to be shown the plans and where the  
21 tenant separation walls would need to be located  
22 to make sure that bracing wasn't installed  
23 improperly across that wall location.

24 Q. Well, isn't it kind of obvious if you're  
25 attaching -- if you put the bracing there, can't

## Deposition of Derek Hodgin

1 correct, directly because of Hardie, so to speak?

2 A. Right. I think that's correct.

3 Q. Who do you fault for these issues with  
4 regard to the Hardie?

5 A. I don't know that I could point to any  
6 specific instruction that was painted -- or -- I  
7 was reading while I was trying to talk; that's  
8 not a good idea.

9 I can't think of any manufacturer  
10 instruction that was violated. I mean, they talk  
11 about, you know, you have to protect the siding  
12 with paint. It seemed like it was all painted.  
13 There might be, you know, some degree of  
14 maintenance issue if it's not properly painted --  
15 or inspected and painted during its service life.

16 Q. Okay.

17 A. I have not seen this issue to this  
18 degree on any other projects. And I've seen a  
19 lot of HardiePlank, and I've seen it installed in  
20 a similar manner. But for whatever reason, if it  
21 was this year of manufacture, if this is a batch  
22 of Hardie that's more sensitive to this type of  
23 deterioration.

24 But for whatever reason, those last  
25 planks that are proximate to that exposure to

## Deposition of Derek Hodgin

1 elevated moisture just did not hold up well, but  
2 they seemed like they had even -- now, I'll say  
3 this: You can have a defect where -- so there is  
4 a manufacturer issue, and it's a little bit silly  
5 because it's not a very reasonable requirement.

6 Hardie says to hold the Hardie -- and  
7 I'd have to look at this particular year, but at  
8 some point, they said like 2 inches off of the  
9 roof. That's a really bad idea because your leg  
10 of your step flashing or your head wall flashing  
11 is only going to be maybe 3 inches, and so from a  
12 waterproofing or water intrusion standpoint, you  
13 always want to have a 2-inch lap.

14 So I routinely violate HardiePlank  
15 instructions in my own repairs because it just  
16 would look really bad to have a 2-inch gap. You  
17 don't need a 2-inch gap. You need maybe a  
18 half-inch gap or a three-quarter-inch gap.

19 So to the extent that the Hardie was put  
20 proximate to a roof, I would say that's likely a  
21 violation of the Hardie instructions, and that  
22 would be a GC issue. It would be a HardiePlank  
23 installer issue. So that would be a violation.

24 On the water table, same thing. There's  
25 no way you can have a significant gap above that

## Deposition of Derek Hodgins

1 flashing because your vertical leg of your  
2 flashing is not that tall, so you don't want to  
3 have it so tall that you compromise the integrity  
4 of the flashing or the waterproofing.

5 So there would be violations of the  
6 manufacturer, I guess is the short answer.

7 Q. And because it's a violation of the  
8 manufacturer, it's a violation of the building  
9 code with regard to Hardie, correct?

10 A. Technically, yes.

11 Q. What was the distance typically that you  
12 saw, not with regard to the band --

13 A. Right.

14 Q. -- but with regard to deck walls or head  
15 walls or, at the angle, at a roof-wall  
16 intersection, side wall?

17 A. It varied. I mean, I think there were  
18 some places where I felt like, wow, I'm surprised  
19 this is damaged because it looks like there's a  
20 gap that's maybe half an inch. And in other  
21 places, I'm sure I saw where it either came in  
22 contact with or was very close to the shingles.

23 Q. Okay.

24 A. So it didn't seem like it really  
25 mattered. I mean, I'm not saying that they had

## Deposition of Derek Hodgin

1 got done.

2 Q. How do you integrate the new 30-pound  
3 felt with the existing WRB?

4 A. You just take a razor knife and cut off  
5 the base of the existing WRB and then slip the  
6 felt under a minimum of 2 inches. And if you  
7 want to make it even more robust, you would tape  
8 that joint.

9 Q. Okay. I think we're onto the next  
10 section, page 16 of Plaintiff's Exhibit 361. And  
11 now we get into an area titled structural.

12 A. Yes, sir.

13 Q. What -- well, let me back up. Forgot.

14 Brick, if there's an absence of weep  
15 assemblies, that's a code violation, correct?

16 A. Yes.

17 Q. And who do you fault for that?

18 A. GC and brick installer.

19 Q. Okay. I think you said that some of the  
20 damage that we've seen behind brick might be  
21 related to mortar slop --

22 A. Right.

23 Q. -- directing the water to the WRB, and  
24 then it can get through the WRB and damaging the  
25 structure?

## Deposition of Derek Hodgin

1 work to resist the code prescribed loads that the  
2 rail is supposed to resist.

3 Q. Who do you fault for the code violation  
4 at the handrail-to-post connections?

5 A. I guess it would be the GC and the  
6 framer, whoever constructed the rails.

7 Q. What's next with regard to decks, I  
8 guess?

9 A. So the next one actually was not even  
10 alleged by your experts. It was something that  
11 came up when I was -- sorry -- I was underneath  
12 one of the porches, one of the elevated porches,  
13 and this is just something that we have, you  
14 know, studied and evaluated a lot, where I saw a  
15 4-by-4 post that didn't appear to have adequate  
16 connection to the framing.

17 So the posts, if you can imagine, you've  
18 got your area described, the top rail, the bottom  
19 rail, and pickets. Well, each of those sections  
20 can only be so long, and then they have to be  
21 connected to some fixed vertical member, whether  
22 it is a wall and a post against a wall, or if  
23 you've got a long run, we call them intermediate  
24 posts, or it could be a corner post.

25 Q. Okay.

## Deposition of Derek Hodgin

1           A. But each of those posts, at the base, if  
2 you imagine applying the 200-pound point load at  
3 the top of that post, that creates a large moment  
4 or reaction at the base, and it has to resist  
5 that.

6           And so when I'm looking at the  
7 connection, I could tell physically that the post  
8 was not adequately attached to meet the code. So  
9 what I'm going to have to do is I'm going to put  
10 some strap on each side of the posts so that, you  
11 know, the steel is great -- the tension has  
12 really little resistance in compression, but it  
13 can take a lot of tension.

14           So if you're pushing out on the rail and  
15 I put a strap on the interior side of the post  
16 to -- there's another post below. I put a strap  
17 across that, and it's pushed on, I can resist the  
18 load with a strap. So I'm going to add these  
19 straps to supplement the existing connection of  
20 those posts.

21           Q. Okay. Code violation?

22           A. Yes.

23           Q. GC and framer?

24           A. Yes.

25           Q. All right. Any -- are we on to the next

Deposition of Derek A. Hodgin, PE

ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN THE COURT OF COMMON PLEAS  
FOR THE STATE OF SOUTH CAROLINA  
CHARLESTON COUNTY

DEPOSITION OF DEREK A. HODGIN, PE  
VOLUME 2

MADISON AT HAMLIN PLANTATION  
TOWNHOME ASSOCIATION, INC.,  
ET AL.,

Plaintiffs,

vs. CASE NO. 2013-CP-10-5559

BUILDERS SUPPORT SERVICES OF  
THE CAROLINAS, ET AL.,

Defendants.

---

DEPONENT: DEREK A. HODGIN, PE

DATE: DECEMBER 11, 2017

TIME: 10:00 AM

LOCATION: JUSTIN O'TOOLE LUCEY, P.A.  
MT. PLEASANT, SOUTH CAROLINA

REPORTED BY: CHERIE J. ANDERSON, RMR, RPR, CRR  
NCRA REGISTERED MERIT REPORTER  
CLARK & ASSOCIATES, INC.  
P.O. Box 73129  
Charleston, SC 29415  
843-762-6294  
WWW.CLARK-ASSOCIATES.COM

1 technicians to fill in things, and there's oftentimes  
2 like a grid sheet with an outline of a building, and  
3 they make little marks where they find things that  
4 need work. Right?

5 A I'm familiar, yes.

6 Q What's the standard of care of a contractor?

7 MR. HASELDEN: Object to the form.

8 A In general, to deliver a code-compliant  
9 building that is constructed in a manner consistent  
10 with the plans and specifications.

11 Q Have you seen any evidence that contractors  
12 involved with the construction of Madison breached  
13 their standard of care?

14 A Yes.

15 Q Without naming names, can you tell me which  
16 trades you believe violated their standard of care?

17 MR. MANOS: Object to the form.

18 A Well, the general contractor is at the top.  
19 He's the captain of the ship; and then the  
20 subcontractors that are related to our repair scope  
21 would be the roofer, potentially a framer if the  
22 framer installed some WRB, the window installer,  
23 potentially the security sensor installer, the siding  
24 installer.

25 I think I already said the framer. In my

## Deposition of Derek A. Hodgin, PE

1 head, I was thinking about WRB or window installation  
2 issues for the framer, but when there's some  
3 structural issues as well, it might involve the  
4 framer.

5 The installer of the drywall for the  
6 fire-rated tenant wall areas. Potentially the  
7 framer, depending on sequencing issues there.

8 I think that's most of them. I may have  
9 missed somebody, but I think that's most of them.

10 Q You have a section in your scope of repair for  
11 brick.

12 A Oh, yes, sir. So to the extent -- well, let  
13 me look at that. Because I think the brick --  
14 there's definitely an issue where there's damages;  
15 I'm just trying to -- I was trying to quickly see if  
16 we agreed with the absence of weep holes in the base  
17 of the wall flashing. To the extent that those are  
18 not provided, certainly the brick installer would be  
19 in the mix as well.

20 Q We had some discussion last week about the  
21 different benchmarks against which you're judging  
22 construction?

23 A Yes, sir.

24 Q The building code being one, manufacturer's  
25 installation instructions being another. Correct?

Transcript of the Testimony of

**George Cook**

April 7, 2022

One Hamlin Place HOA v. John Wieland Homes, et al.

Janice O. Darby, RPR  
843.814.7666  
jodarby@comcast.net

George Cook - April 7, 2022

ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

ONE HAMLIN PLACE TOWNHOME )  
ASSOCIATION, INC., )

Plaintiff, )

-versus- )

Case No.:  
2017-CP-10-5245

JOHN WIELAND HOMES AND )  
NEIGHBORHOODS OF THE CAROLINAS, )  
INC., et al., )

Defendants. )

THE DEPOSITION OF GEORGE COOK was taken as a witness on behalf of the Plaintiffs, pursuant to South Carolina Rules of Civil Procedure, at 10:00 a.m. on Thursday, the 7th day of April, 2022, before Janice O. Darby, Registered Professional Reporter and Notary Public in and for the State of South Carolina.

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-002

George Cook - April 7, 2022

2

## A P P E A R A N C E S

For the Plaintiff:

McCARTY LAW FIRM  
Attorneys at Law  
768 St. Andrews Boulevard  
Charleston, SC 29407  
BY: MR. I. KEITH McCARTY

For the Defendants:

ROBERTSON HOLLINGSWORTH MANOS & RAHN  
Attorneys at Law  
550 King Street, Suite 300  
Charleston, SC 29403  
BY: MR. THEODORE L. MANOS

COLLINS & LACY  
Attorneys at Law  
P.O. Box 12487  
Columbia, SC 29211  
BY: MR. ANDREW N. COLE

HOWELL GIBSON & HUGHES  
Attorneys at Law  
25 Rue Du Bois  
Beaufort, SC 29907  
BY: MR. WILL COX

CLEMENT RIVERS  
Attorneys at Law  
25 Calhoun Street, Suite 400  
Charleston, SC 29401  
BY: MR. COLE SHANNON

GORDON REES SCULLY MANSUKHANI  
Attorneys at Law  
40 Calhoun Street, Suite 350  
Charleston, SC 29401  
BY: MR. JAMES SAXTON

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-003

George Cook - April 7, 2022

3

## A P P E A R A N C E S (cont.)

DUFFY & YOUNG  
Attorneys at Law  
96 Broad Street  
Charleston, SC 29401  
BY: MR. BLAKE A. McKIE

CLEMENT RIVERS  
Attorneys at Law  
25 Calhoun Street, Suite 400  
Charleston, SC 29401  
BY: MR. CHANDLER ROWH

LUZURIAGA MIMS  
Attorneys at Law  
1156 King Street  
Charleston, SC 29403  
BY: MR. HAYDEN GROOMS

GORDON REES SCULLY MANSUKHANI  
Attorneys at Law  
40 Calhoun Street, Suite 350  
Charleston, SC 29401  
BY: MR. CLAY OLSON

ROSS CRISTALDI  
Attorneys at Law  
863 Coleman Boulevard, Suite B  
Mount Pleasant, SC 29464  
BY: MR. SCOTT WINOGRAD

Reported by:  
MS. JANICE O. DARBY  
(843) 814-7666 jodarby@comcast.net (direct)

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-004

George Cook - April 7, 2022

ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

I N D E X

WITNESS		PAGE
COOK, GEORGE		
	By Mr. McCarthy	5
	By Mr. Manos	43
	By Mr. Cole	51
	By Mr. Saxton	55
	By Mr. Olson	58

EXHIBITS:		
FOR IDENTIFICATION		MARKED
No. 1	Cook Estimate/Report	9
No. 2	3/8/18 Glick report	20
No. 3	Kennedy Richter Estimate	31

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-005

George Cook - April 7, 2022

5

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

GEORGE COOK

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

## E X A M I N A T I O N

BY MR. McCARTHY:

Q Good morning, Mr. Cook. My name is Keith McCarty, and I'm going to be taking your deposition today. For the record, you and I have met before and have known each other for a while. Is that correct?

A That's correct.

Q And I believe we've probably been on opposite sides and on the same side in cases over the years --

A Both ways.

Q That's what I thought. Would you just very briefly give us a description of what you do for a living?

A I have been the president of my own company that formed in 1976. It was George Gook Construction, which changed to Cook Bonner Construction, and now is Cook Bonner Ebeling. I'm starting to back out a little bit and give the

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-006

George Cook - April 7, 2022

6

1 younger guys a chance to shine, and they are doing  
2 that. So I'm still working with the company, but  
3 doing estimating, doing some projects and things of  
4 that sort, but on a much less time-intensive trail.

5 Q Tell us just a little bit about what Cook  
6 Bonner Ebeling is doing now. What's the majority of  
7 their work?

8 A The majority of the work is new  
9 single-family residential, usually the higher end,  
10 and we're working pretty much everywhere. We've  
11 decided not to work on Kiawah and Seabrook so much,  
12 but the rest of the Tri-County area -- or not  
13 Tri-County area, but the rest of the Charleston  
14 County area is where we work. A lot of  
15 Mt. Pleasant, James Island, Johns Island, that type  
16 of thing.

17 We also do larger renovations or smaller  
18 ones for past clients, and then a little bit of  
19 historical work, but not too much.

20 Q When you say you do renovations, do  
21 you-all have any projects going on now that -- I'm  
22 being inartful describing this -- that are like the  
23 project that we're talking about here today, One  
24 Hamlin? Are you-all repairing a condominium project  
25 anywhere?

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-007

George Cook - April 7, 2022

9

1 (Exhibit No. 1 marked for  
2 identification.)

3 BY MR. McCARTY:

4 Q I'm having a copy of your report marked.  
5 I'll hand it to you. I'm showing you what's been  
6 marked as Plaintiff's Exhibit 1. It looks like a  
7 letter dated August 24, 2021, to Blake McKie from  
8 your office. Correct?

9 A Correct.

10 Q And is this your report on the One Hamlin  
11 project?

12 A Yes, this is the report. This is the  
13 updated report.

14 Q This is the updated report. So you had a  
15 previous report. Right?

16 A I did.

17 Q What's the difference between the  
18 previous report and the updated report?

19 A Mainly it had to do with the inflation  
20 and repricing it since it had been so long since we  
21 had done the original report. There were a few  
22 little nuances that I changed. We had a little bit  
23 more information. Like the Feltmann report was  
24 between that time. And then just reviewing and  
25 seeing how things change and -- You know, you learn

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-008

George Cook - April 7, 2022

10

1 every day. So you make little adjustments.

2 But anything that was different I tried  
3 to italicize in that report. So it should be  
4 representative there.

5 Q They are listed here, but just kind of  
6 tell us what you did in terms of working on this  
7 project. What's the first thing you did after  
8 Blake's clients hired you?

9 A The first thing I did was read the  
10 reports that were given to me and then made a site  
11 visit sometime after that.

12 Q Those reports, is that Myles Glick's  
13 report?

14 A It was several reports.

15 Q Derek Hodgins's report?

16 A Derek Hodgins's report, Myles's report. I  
17 had the Kennedy Richter estimate. I'm trying to see  
18 what else I might have. I had a few other  
19 documents. They are listed in my -- the main ones  
20 were listed in my report.

21 Q Right. And it says the Watkins file.  
22 Was that J.R. Watkins's estimate of the first four  
23 buildings?

24 A I'm not sure about his initials. But,  
25 yes, that's what I understood it to be.

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-009

ELECTRONICALLY FILED - 2022 Apr 12 11:47 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

George Cook - April 7, 2022

22

1           A           Yeah. For instance, building No. 1 was  
2 quite heavily mentioned and photographed in there.

3           Q           Right. Did you look at photographs that  
4 were taken by both Myles and Derek?

5           A           I did.

6           Q           I never know how many photographs  
7 everybody has seen. Was it a big pile of  
8 photographs?

9           A           It was a big pile, and they start to run  
10 together after a while. But, yes, I did look at  
11 them.

12          Q           We talked about the brick. Again, this  
13 is in general. Did anything jump out at you in  
14 Myles's report and you said, Look, that does not  
15 need to be done?

16                    I'm talking about the bigger issues. And  
17 if you say you don't have enough information to  
18 answer that question, I understand that.

19          A           I did not look at it with that aspect in  
20 mind.

21          Q           When you were looking around out there  
22 and within the parameters of Mr. Hodgin's report,  
23 did you see what you would consider construction  
24 defects? I'm not talking about wear and tear. I'm  
25 talking about, look, this is done wrong. This needs

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-010

George Cook - April 7, 2022

23

1 to be pulled out and done right.

2 A When I was going around, I did notice  
3 some of the sealant that sealed up flashing in the  
4 wrong locations. I did notice that. I did notice a  
5 couple of places where the siding abutted the  
6 flashing as opposed to leaving a space to lessen the  
7 chance of wicking.

8 I'm trying to think what else.

9 Yeah, I saw some stuff.

10 Q Those back panels which have been an  
11 issue with this case, did you kind of look at that  
12 and see if they were applied correctly or put on  
13 correctly the first time?

14 A Well, again, I didn't do any destructive  
15 testing on it. But like on building No. 1, there  
16 are certainly some problems with that one. My  
17 goodness, it was leaking on the inside. You know,  
18 there were some issues.

19 On the other buildings that I did go  
20 into, which was not all of the buildings and all of  
21 the units, I did not see anything like that.

22 On the outside I saw some paint failures  
23 in a couple of places, and I saw where the sealant  
24 was plugged in a couple of the units.

25 But, again, that was not my charge to do

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-011

George Cook - April 7, 2022

25

1 Q Do you have any knowledge one way or the  
2 other as to whether those back panels were put on  
3 any differently than building No. 1?

4 A I don't know. But from the photographs  
5 that I saw, I think they were generally the same  
6 way. Again, there might have been some caulk  
7 failures. There could have been some plugs where it  
8 didn't allow water to escape. Could have been a  
9 reverse lap, you know, that might have happened in  
10 the wrong location.

11 I don't know about the windows. I don't  
12 think any window testing has been done. There's  
13 lots of things that could be going on.

14 But from the outside, you could tell that  
15 building No. 1 was in worse shape than the others  
16 that I saw. And from the inside, you could  
17 certainly tell it, the difference.

18 So there must have been either a  
19 maintenance issue or a construction issue on  
20 building No. 1, because it's significantly different  
21 from the others.

22 Q Do you know if different contractors -- I  
23 know different companies built the first four. The  
24 Wieland company built the first four and the  
25 Wheelock entities built the ones that you're

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-012

George Cook - April 7, 2022

35

1 right word. You are assuming something that I don't  
2 understand how you would do -- that each unit is  
3 going to take \$5,000 worth of floor covering. Even  
4 in Myles's report it didn't look like it was going  
5 to do anything like that. But Myles had told him to  
6 do that, so he included that.

7 And I think there were a few other things  
8 in there.

9 Q Did Myles's report -- was his report  
10 based upon the same thing where he just looked at  
11 building 1 and kind of extrapolated?

12 A No, he looked at other buildings as well.

13 Q Do you know if he found -- this is my  
14 term, not yours -- similar construction defects in  
15 other buildings that were present in building 1?

16 A He did list some what he considered  
17 defects in similar ones. For instance, the brick  
18 slope, he mentioned that. The roofing, although  
19 there are different types of roofing, he mentioned  
20 that there were issues with that. Of course, they  
21 have the same type of windows -- assuming they are  
22 all the same type of windows.

23 Q What about the siding? Did he find  
24 similar siding installation on this project?

25 A He did. He did. Like on building No. 5

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-013

George Cook - April 7, 2022

36

1 I think he found a reverse lap at the bottom band.  
2 And he found some sealants. So there were a lot of  
3 things.

4 But that back wall, for instance, which  
5 is an expensive repair on building No. 1, I just  
6 personally don't see it in the other buildings that  
7 I saw. Again, I did not see everything either.

8 Q You didn't cut any of those panels?

9 A No.

10 Q So basically --

11 A But it was obvious on building No. 1.

12 Q Yeah. So that would be you kind of  
13 standing and looking?

14 A That's right. But to take building No. 1  
15 as the baseline seems to be pretty extreme.

16 Q I always get confused on this because I  
17 always think about the repair of construction  
18 defects, and then I think about the repair of  
19 damage.

20 A Right. Those are two different things.

21 Q Those are two different things. I'm  
22 wondering if the construction defects that exist on  
23 building 1 weren't found by Myles on the other  
24 buildings; and if they are, wouldn't they need to be  
25 repaired?

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-014

George Cook - April 7, 2022

37

1 MR. McKIE: Objection to form.

2 A I mean, certainly I would think they  
3 would be if the damage -- the resultant damage was  
4 there. Some construction defects -- for instance,  
5 flashing leg heights and things of that sort -- are  
6 perfectly functional at reduced heights from what  
7 Myles stated that he wanted to see.

8 BY MR. McCARTY:

9 Q You can't tell me that a quarter inch  
10 difference in flashing would be devastating?

11 A It's awful.

12 Q Looking at this project as a whole from  
13 your vantage point of time and experience, these  
14 people have some issues out there at this project  
15 that need to be repaired, don't they?

16 A I think so, yeah.

17 Q And the defects and the damage that are  
18 out there are not going to get any better unless  
19 they do fix them, are they?

20 A I don't know that -- Whose list of  
21 defects are you talking about?

22 Q You can use any one you want.

23 A I think the ones that Derek Hodgin  
24 pointed out certainly need to be addressed. I do.  
25 And I think there are probably a few things in

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-015

George Cook - April 7, 2022

38

1 addition to that that need to be.

2 But I think some of the defects that are  
3 listed in Myles's report -- and I'd have to go  
4 through it in detail; I can only think of a couple  
5 offhand -- probably don't need to be -- The  
6 performance of those items are just fine. And I  
7 just don't see anything that shows resultant damage  
8 from those particular defects.

9 For instance, the brick. From what I can  
10 read from the Brick Institute, they are recommending  
11 the slope should be 15 degrees. But then they also  
12 give a caveat that it can change and vary from that.

13 Q You mentioned the brick. You said you  
14 can think of another one. Can you think of the  
15 other thing?

16 A Well, the flashing leg height. I think  
17 some -- And I'd have to, again, go back to code, you  
18 know. I'd have to go back to code and look at that.

19 Q Did you see any code violations out here?

20 A Well, I mean, anytime when there's water  
21 intrusion, things that let water intrusion in or  
22 restrict water, water getting out from the building  
23 envelope, that would be a building code violation.

24 Q I know this is a hundred dollar question  
25 that I ask everybody. There are code violations out

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-016

George Cook - April 7, 2022

51

1 construction?

2 A I remember seeing that somewhere, and I  
3 can't remember whether it was in a deposition or  
4 whether it was mentioned to me when we were walking  
5 through.

6 I've got notes from each of the units, so  
7 maybe I do have that information.

8 Q But, again, you don't have any knowledge  
9 whether any of those modifications, maintenance,  
10 repairs, or otherwise impacted original construction  
11 or didn't. You don't know one way or the other?

12 A Correct.

13 MR. MANOS: I don't think I have any  
14 more questions for you, Mr. Cook. Thank you, sir.

15 E X A M I N A T I O N

16 BY MR. COLE:

17 Q Mr. Cook, my name is Andrew Cole. Can  
18 you hear me?

19 A I sure can.

20 Q I will try to be brief with this. Do you  
21 know who any of the original subcontractors are that  
22 worked on the project?

23 A I'm sure it was listed in the -- or some  
24 of them were listed in the -- What do you call it?  
25 The complaint? I mean, there's a whole list of

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-017

George Cook - April 7, 2022

52

1 them. Muhler Company, yeah.

2 Q Let me ask you this way. Are you  
3 familiar with any of the subcontractors, other than  
4 being able to read them from the caption itself?

5 A Well, I mean, I might be. I don't  
6 understand. I'm not aware of who did what in this  
7 project, but I'll certainly recognize some names as  
8 we go through.

9 Q Do you know who JMC Construction is?

10 A Do not.

11 Q Do you know who All Exteriors  
12 Construction is?

13 A No.

14 Q Do you know who Jorge Medina is?

15 A No.

16 Q So I take it you don't know what work  
17 they may have performed on the building?

18 A That's correct.

19 Q I've got a question for you that I'm  
20 going to ask in a hypothetical based off of  
21 something that you were asked by Mr. McCarty. He  
22 was asking you about whether or not you would  
23 provide a warranty for the work that -- if you were  
24 hired out there that you would perform on the  
25 buildings. Correct?

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-018

George Cook - April 7, 2022

53

1 A Correct.

2 Q And the way I understand your testimony,  
3 is that whatever would be included in the scope that  
4 you were ultimately asked to do for the repairs at  
5 the project you would warrant whatever you did  
6 personally. Correct?

7 A Correct.

8 Q And when I say you personally, that means  
9 your company, what work they would do. Correct?

10 A Yes, correct.

11 Q And the capacity of your company,  
12 whatever the new name is, whatever they are doing,  
13 you would be the general contractor for those  
14 repairs. Correct?

15 A Correct.

16 Q As the general contractor, are you the  
17 captain of the ship?

18 A Well, I mean, sure, for our work.  
19 Absolutely for our work. But we would take  
20 direction from the architect or engineer.

21 Q So the architect and the engineer would  
22 help you with some of the design work and how it  
23 would be done and how you would make sure the work  
24 was done correctly. Right?

25 A Correct. We are responsible for means

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-019

George Cook - April 7, 2022

54

1 and methods.

2 Q And then I assume that you would hire  
3 subcontractors that you believe would do whatever  
4 work you hired them to do correctly?

5 A We try our best.

6 Q You don't intend to hire a subcontractor  
7 that does work incorrectly but wrong. Right?

8 A Correct.

9 Q Now, with my hypothetical let's say that  
10 you hire a sub to do some work out there and it  
11 turns out that they didn't do the work right. You  
12 would obviously want the subcontractor to fix that  
13 work. Right?

14 A You mean we're hiring the one that  
15 actually did the work?

16 Q Yes. So the hypothetical is you're hired  
17 to do the work, and let's say you hired a  
18 subcontractor to make repairs to the siding that you  
19 described during your deposition.

20 A Okay.

21 Q Hypothetically, the subcontractor you  
22 hired did something wrong on it and it has to be  
23 repaired in the future. You would expect that sub  
24 to actually fix that. Correct?

25 A Correct.

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-020

George Cook - April 7, 2022

55

1 Q And you, as the general contractor being  
2 in charge of the job, you bear at least some  
3 responsibility to make sure that that sub did their  
4 work correctly originally. Right?

5 A Yes.

6 Q And that's kind of how construction and  
7 how the construction practice works. Right?

8 A Sure.

9 Q You wouldn't be telling me that as the  
10 general contractor I've got no responsibility to  
11 make sure the buildings are done correctly. Right?

12 A No, I don't think that would fly.

13 MR. COLE: Well, thank you. That's  
14 all the questions I have.

15 E X A M I N A T I O N

16 BY MR. SAXTON:

17 Q This is Jim Saxton. I can go quickly. I  
18 represent an individual named Paul Vasquez. Do you  
19 know who that may be?

20 A I do not.

21 Q Is it fair to say you don't know what  
22 work he may have performed at this project?

23 A Correct.

24 Q I'm going to quickly share my screen.  
25 I'm going to show you a note that was included in

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-021

George Cook - April 7, 2022

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T E

I do hereby certify that the witness whose attached deposition was taken before me in the aforementioned matter was, by me, first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the testimony contained in said deposition was, by me, reduced to writing in the presence of said witness by means of computerized transcription. The said deposition is a true and accurate transcript of the whole of the testimony given by the said witness, as aforesaid.

I do further certify that I am not connected by blood or marriage with any of the parties or their attorneys or agents, and I am not an employee of either of them, nor interested directly or indirectly in the matter of controversy either as counsel, attorney, agent or otherwise.

Sworn to and subscribed before me this the 11th day of April, 2022.

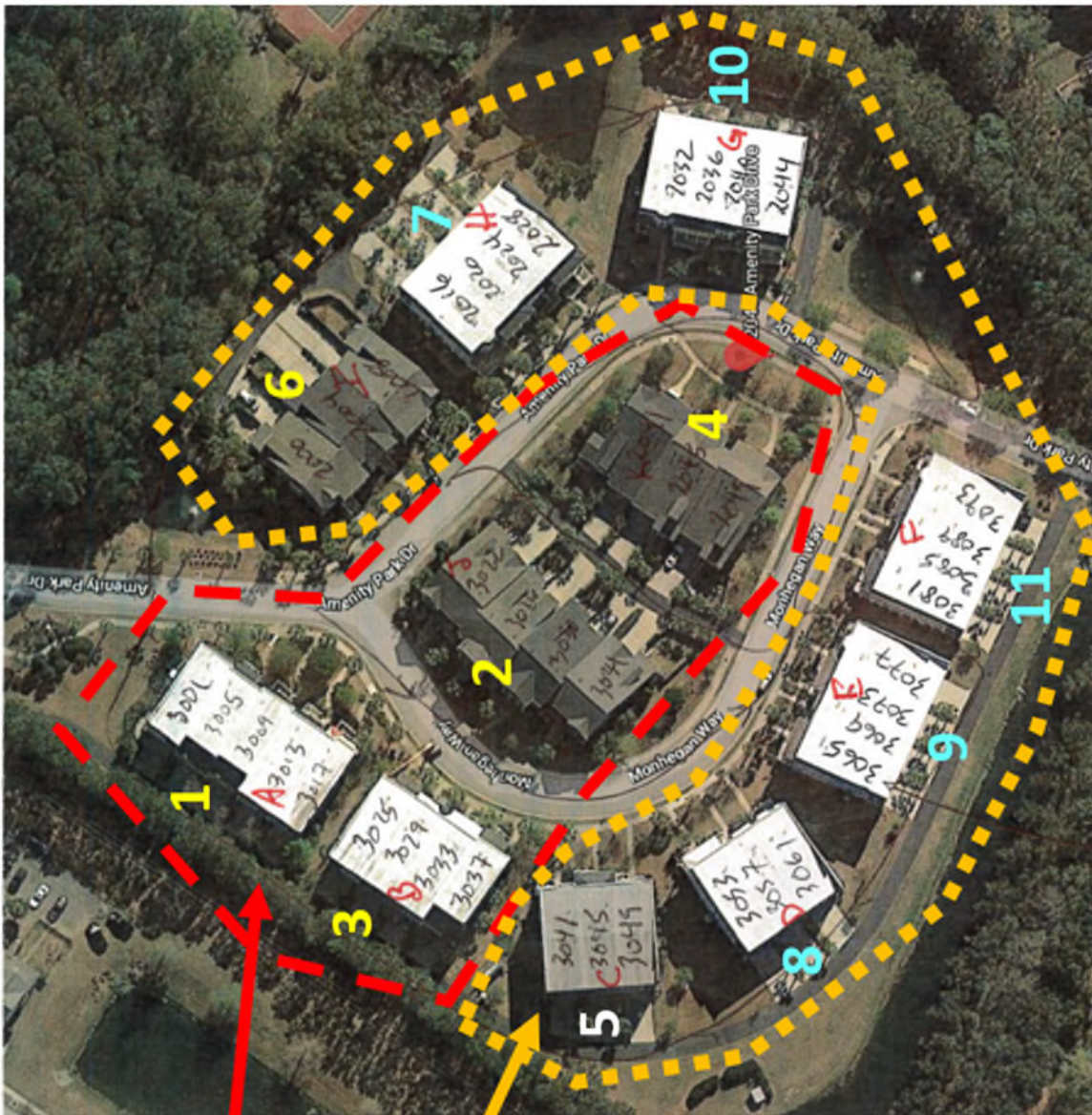
*Janice O. Darby*  
Janice O. Darby, RPR  
and Notary Public



My commission expires: 4/25/2029

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-022



Builders Support Services  
a/k/a John Wieland Homes  
(Bldgs. 1, 2, 3 & 4)

RP Companies  
(Bldgs. 5, 6, 7, 8, 9, 10 & 11)

JMC Construction (Bldgs. 1, 2, 3, 4 & 6)
Both (Bldg. 5)
All Exteriors (Bldgs. 7, 8, 9, 10 & 11)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
  
NINTH JUDICIAL CIRCUIT

One Hamlin Place Townhome Association, )  
Inc., )  
 )  
Plaintiff, )

Civil Action No.: 2017-CP-10-5245

vs. )

**DEFENDANTS NAMED AS JORGE  
MEDINA, AND JEORGE MEDINA  
A/K/A JMC CONSTRUCTION, LLC  
A/K/A JMC ONSTRUCTION, INC.'S  
MEMORANDUM IN SUPPORT OF ITS  
MOTION FOR SUMMARY JUDGMENT  
AGAINST DEFENDANTS JOHN  
WIELAND HOMES AND  
NEIGHBORHOODS OF THE  
CAROLINAS, INC. AS SUCCESSOR BY  
STATUTORY MERGER TO JOHN  
WIELAND HOMES AND  
NEIGHBORHOODS OF SOUTH  
CAROLINA, INC., JOHN WIELAND  
HOMES OF CHARLESTON, INC., JOHN  
WIELAND HOMES, INC. N/K/A JOHN  
WIELAND HOMES AND  
NEIGHBORHOODS OF SOUTH  
CAROLINA BUILDER SUPPORT  
SERVICES OF THE CAROLINAS, INC.,  
SCOTT PARKER, DOUG PILCHER  
AND MICHAEL CASSIDY  
(COLLECTIVELY WIELAND) AND  
AGAINST DEFENDANTS RP FALCON  
PROPERTIES, LLC, FORMERLY  
KNOWN AS JW HOMES, LLC; RP  
FALCON LAND, LLC, FORMERLY  
KNOWN AS JW LAND INVESTMENT,  
LLC; RP FALCON REALTY, LLC,  
FORMERLY KNOWN AS WIELAND  
REALTY, LLC; AND RESIDENTIAL  
PARTNERS, LLC (COLLECTIVELY  
THE RP COMPANIES), OR  
ALTERNATIVELY MOTION TO  
BIFURCATE FROM TRIAL THE CROSS  
CLAIMS ASSERTED BY THE  
WIELAND AND THE RP COMPANIES**

John Wieland Homes and Neighborhoods of )  
The Carolinas, Inc. as successor by statutory )  
Merger to John Wieland Homes and )  
Neighborhoods of South Carolina, Inc.; John )  
Wieland Homes of Charleston, Inc.; John )  
Wieland Homes, Inc. n/k/a John Wieland )  
Homes and Neighborhoods of South )  
Carolina; Builder Support Services of the )  
Carolinas, Inc.; Wheelock Street Capital, )  
LLC d/b/a John Wieland Homes and )  
Neighborhoods, Inc.; Wheelock Street real )  
Estate Fund, LP; Wheelock Street Investment )  
Management, LLC; RP Falcon Properties, )  
LLC; Residential Partners, LLC; Middlesex )  
Holdings, LLC; WS JWH, LLC; JWC )  
Phoenix, LLC; Bridgemill Land, LLC; )  
Annisquam Development, LLC; JW Land )  
Investment, LLC; JWC Guilford, LLC; )  
OOTB, LLC; JW Realty Associates, Inc. a/k/a )  
Wieland Realty Associates, Inc.; John )  
Wieland individually; Sue Wieland; Lindsey )  
Parker; Robert Parker; Jack Wieland; Jorge )  
Medina; Jorge Medina a/k/a JMC )  
Construction, Inc. a/k/a JMC Construction, )  
LLC; John Does, (20-50); and Jane Does (41- )  
50); AC Construction, Inc.; Scott Parker, )  
individually; Builders FirstSource-Southeast )  
Group, LLC; Muhler, LLC a/k/a The Muhler )  
Company, Inc.; YKK (U.S.A.), Inc.; )  
Wheelock Street Real Estate Fund II, LP; )  
Wheelock Street Real Estate Fund V, LP; )  
WSREF, NRT, LLC; JW Homes, LLC; JWH )  
RPIPV, LLC; RP Falcon Land, LLC; Wieland )  
Realty, LLC; RP Falcon Realty, LLC; )  
Residential Partners II, LLC; Residential )

Partners III, LLC; Residential Partners IV, )  
 LLC; Paul M. Vasquez; Neighborhood )  
 Management Associates, Inc.; Billie and )  
 Antonio Arias d/b/a Antonio Arias Framing )  
 Construction; Tru-Don Contracting, Inc.; )  
 Fine Builders, LLC; Jose Alfredo Sandoval; )  
 Chad Larsen d/b/a Chad Larsen Co.; Ivan Jose )  
 Paiz d/b/a Jose Construction; William B. )  
 Angel; East Coast Wall Systems, Inc.; )  
 Tracyinne Construction a/k/a T&C )  
 Construction, LLC; Frankcisco and Andrea )  
 DaCosta d/b/a AAA Coastline, Inc.; Jack R. )  
 Clark d/b/a Jack Clark Construction, LLC; )  
 Alex Welch; Tracy McCuiston d/b/a )  
 Mastercraft Interior and Exterior; Universal )  
 Forest Products Eastern Division, Inc. a/k/a )  
 UFP Eastern Division, Inc.; Gonzalo )  
 Guerrero; A-Marc, Inc.; Emmanuel Kehagis )  
 d/b/a Creative Construction; Anthony )  
 Kirksey; Polly S. Clark d/b/a Glenn Clark )  
 Construction; Benjamin Mora a/k/a Benjamin )  
 L. Mora d/b/a Mora Construction f/k/a Mora's )  
 Construction and Benjamin Mora )  
 Construction, LLC n/k/a Mora Construction, )  
 LLC; Daniel L. Rogers d/b/a Rogers Roofing )  
 Co., Inc. n/k/a Dan Rogers Roofing, LLC; )  
 William C. Mulhern d/b/a Bill's Painting; )  
 Mark A. McFarland d/b/a In The Wind, Inc.; )  
 Harbor Master, Inc.; Chad Hood; Kinco Ltd. )  
 a/k/a Kinco, Inc.; Atrium Companies Inc. )  
 d/b/a Atrium Windows and Doors, Inc. a/k/a )  
 HR Windows; The Contractor Yard, Inc.; )  
 New Construction Drywall Hanger, LLC f/k/a )  
 New Construction Drywall Hanger, Inc.; )  
 Doug Pilcher; and Michael Cassidy; DBC )  
 Construction Services, LLC; Gerardo Rosette )  
 Sanchez a/k/a GR Painting, LLC; Jesus Mora )  
 a/k/a J. Mora Brick & Block Mason, LLC; )  
 Juan Luis Sanchez a/k/a Sanchez Brothers )  
 Painting; Latitude Construction Services, )  
 LLC; Richard Ditullio a/k/a RDT )  
 Contracting, LLC; Valencia Medina; J&R )  
 Construction, LLC a/k/a JJ&R Construction, )  
 LLC; Cohen's Drywall Company, LLC; All )  
 American Roofing and Construction, LLC; )  
 and Leor Construction, LLC, )

	)
Defendants.	)
	)
Builders FirstSource-Southeast Group, LLC,	)
Third-Party Plaintiff,	)
vs.	)
AC Construction, Corp.	)
Third-Party Defendant.	)
	)
RP Falcon Properties, LLC (f.k.a JW Homes, LLC); RP Falcon Land, LLC (f.k.a JW Land Investment, LLC); RP Falcon Realty, LLC (f.k.a Wieland Realty, LLC); and Residential Partners, LLC,	)
Third-Party Plaintiffs,	)
vs.	)
COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC,	)
Third-Party Defendants.	)
	)

Defendants named as Jorge Medina, Jorge Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc. (hereafter “JMC”), submits this memorandum in support of its motion for summary judgment or alternatively motion to bifurcate the cross claims asserted by the defendants John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory Merger to John Wieland Homes and Neighborhoods of South Carolina, Inc., John Wieland Homes of Charleston, Inc., John Wieland Homes, Inc. n/k/a John Wieland Homes and Neighborhoods of South Carolina Builder Support Services of the Carolinas, Inc., Scott Parker, Doug Pilcher and

Michael Cassidy (collectively “Wieland”) as well as by defendants RP Falcon Properties, LLC, formerly known as JW Homes, LLC; RP Falcon Land, LLC, formerly known as JW Land Investment, LLC; RP Falcon Realty, LLC, formerly known as Wieland Realty, LLC; and Residential Partners, LLC (collectively the “RP Companies”). The original motion was filed March 3, 2022. The motion is scheduled to be heard by the Honorable Bentley Price on Monday, April 18, 2022.

JMC respectfully states that it is entitled to summary judgment as a matter of law but, at the very least, that the cross claims asserted by Wieland and the RP Companies should be bifurcated from the primary trial in this case since the primary trial between Plaintiffs, Wieland, the RP Companies, and other parties that have not settled out of this case, will most assuredly make Wieland’s and the RP Companies’ cross claims moot.

### **BACKGROUND**

This is a construction defect lawsuit involving eleven (11) buildings that comprise the One Hamlin Plantation Townhomes (hereinafter the “One Hamlin Townhomes”) which are located on the streets of Amenity Park Drive and Monhegan Way in Mount Pleasant, Charleston County, South Carolina. Wieland was the developer and general contractor for the construction of Buildings 1, 2, 3, and 4 at the One Hamlin Townhomes. The RP Companies were the developer and general contractor for the construction of Buildings 5, 6, 7, 8, 9, 10, and 11 at the One Hamlin Townhomes. Buildings 1 through 4 were completed between August 2009 and April 2012 and Buildings 5 through 11 were completed between April 2013 and November 2014.

Wieland and the RP Companies produced invoices and purchase orders in discovery in this case. No written contract between Wieland and JMC has been produced. No written contract between the RP Companies and JMC has been produced. This is not surprising as Jorge Medina,

the sole owner of JMC, testified in depositions in other matters and will testify in this case that JMC did not have a written contracts with either Wieland or the RP Companies. Instead, JMC submitted invoices and/or purchase orders for its work on projects by Wieland or the RP Companies. Based on these invoices, JMC performed work on Buildings 1, 2, 3, 4, 6, and part of 5. Generally, JMC's scope of work was the installation of siding, trim, and the asphalt shingle roofs on Buildings 2, 4, and 6. A separate company called All Exteriors Construction, LLC (hereinafter "All Exteriors"), which was also owned by Jorge Medina and performed a similar scope of work, installed siding and trim on Buildings 7, 8, 9, 10, 11, and part of 5. (See the attached Exhibit H for a site map of the One Hamlin Townhomes.)

Jorge Medina was at all times the owner of the entities identified in the caption as JMC Construction, Inc.; JMC Construction, LLC; and All Exteriors Construction, LLC. These were separate entities, but the scopes and type of work performed by each was similar. JMC Construction, Inc. was formed with the South Carolina Secretary of State on May 15, 2000. JMC Construction, Inc. was no longer operating when the One Hamlin Townhomes were constructed. JMC Construction, LLC was formed with the South Carolina Secretary of State on April 21, 2005. All Exteriors Construction, LLC was formed with the South Carolina Secretary of State on May 9, 2013. Generally, JMC Construction, Inc. ceased operations when JMC Construction, LLC was formed and JMC Construction, LLC ceased operations when All Exteriors Construction, LLC was formed.

Plaintiffs filed their original summonses and complaints for One Hamlin Place Townhome Association, Inc. v. John Wieland, et al., C/A No. 2017-CP-10-5245 (the "HOA Action") and Keisler v. John Wieland, et al., C/A No. 2017-CP-10-5246 (the "Class Action") on October 12, 2017. Plaintiffs in the HOA Action asserted claims against all or some of the named defendants

sounding in (1) violation of the South Carolina Unfair Trade Practices Act, (2) breach of implied warranties, (3) breach of implied warranty of fitness of habitability, (4) breach of implied warranty of fitness for a particular purpose, (5) breach of implied warranties as to the project's development and construction, (6) negligence, (7) negligent misrepresentation, (8) breach of fiduciary duty, (9) alter ego liability and piercing the corporate veil, (10) strict liability, (11) individual liability as to the Developer defendants, (12) amalgamation, (13) civil conspiracy, and (14) fraudulent conveyances. The Plaintiff in the Class Action asserted the same causes of action and asserted that the matter was proper for class certification. The class has not been certified by the court. Plaintiffs amended the HOA Action and the Class Action complaints on January 17, 2018, and again on January 30, 2019. The third-amended complaint in the Class Action was filed November 11, 2020. Generally, each amended pleading revised the number of defendants that the Plaintiffs in both actions were listing in the captions.

On April 15, 2019, Wieland filed its answer to Plaintiffs' Second Amended Complaint and for the first time asserted cross claims against various subcontractors, including JMC, alleging claims for (1) indemnity; (2) negligence; (3) breach of implied and/or express warranties of merchantability, workmanlike service, and/or fitness for a particular or intended purpose; and (4) breach of contract. Wieland also asserted a cross claim for (5) strict liability/products liability, but not against JMC. JMC generally denied the substantive allegations alleged in the pleadings by the Plaintiffs as well as the cross claims by Wieland.

The RP Companies filed amended answers to Plaintiffs' Second Amended Complaints and asserted cross claims against JMC and third-party claims against All Exteriors on February 5, 2020. Under both the cross claims and third-party claims, the RP Companies asserted claims for (1) indemnity; (2) negligence; (3) breach of warranty; (4) breach of contract. They also asserted a

claim for (5) strict liability/products liability against a window manufacturer. JMC answered these claims March 12, 2020, and All Exteriors answered March 13, 2020. The claims brought by the RP Companies mirrored the claims brought by the Wieland Defendants. On November 24, 2020, The RP Companies renewed their cross claims and third-party claims when responding to the Third-Amended Complaint in the Class Action, which was filed November 11, 2020. JMC generally denied the substantive allegations alleged in the pleadings by the Plaintiffs as well as the cross claims by the RP Companies.

The HOA Action and the Class Action were mediated together twice. The first mediation was on September 8 and 9, 2021. The second mediation was on February 8, 2022.<sup>1</sup> JMC, in conjunction with All Exteriors, agreed to a settlement number with the Plaintiffs at the second mediation. The general terms of the settlement were set forth in a Memorandum of Settlement that was electronically signed by counsel for Plaintiffs, JMC, and All Exteriors with the intent that the document complied with South Carolina Civil Procedure Rule 43(k). The settlement included a condition that was waivable by JMC and All Exteriors that the cross claims and/or third-party claims asserted by Wieland and the RP Companies would concurrently be dismissed. JMC asked Wieland and the RP Companies to voluntarily dismiss their cross claims against JMC, but Wieland and the RP Companies have not agreed to dismiss their cross claims. Instead of triggering the settlement contingency, JMC now files its motion and memorandum of law asking the court to grant summary judgment against Wieland and the RP Companies, or alternatively to bifurcate the claims asserted by Wieland and the RP Companies against JMC.

---

<sup>1</sup> Because of continued Covid restrictions, the second mediation was conducted virtually.

## MOTION FOR SUMMARY JUDGMENT

### Standard of Review

Summary judgment is appropriate where “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 and that the moving party is entitled to a judgment as a matter of law.” S.C. R. Civ. P. 56(c). “Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). “With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility ‘may be discharged by “showing”—that is, pointing out to the [trial] court—that there is an absence of evidence to support the nonmoving party’s case.’” Id. (quoting Celotex Corp. v. Catrett, 477 U.S. 317, 325 (1986)).

“Once moving party carries its initial burden, opposing party must, under Rule 56(e), do more than simply show that there is some metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a genuine issue for trial.” Id. (internal quotation marks and citation omitted; emphasis added). Indeed, Rule 56(e) specifically prohibits the nonmoving party from resting upon the mere allegations or denials of its pleadings. Id. Specifically, “[o]nce the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial.” Miller v. Blumenthal Mills, Inc., 365 S.C. 204, 220, 616 S.E.2d 722, 730 (Ct. App. 2005) (emphasis added) (citing Regions Bank v.

*Schmauch*, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003); *Rife v. Hitachi Constr. Mach. Co., Ltd.*, 363 S.C. 209, 241, 609 S.E.2d 565, 568 (Ct. App. 2005)).

“In cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. Nevertheless, when the evidence is susceptible of only one reasonable interpretation, summary judgment may be granted.” *Holmes v. E. Cooper Community Hosp., Inc.*, 408 S.C. 138, 154, 758 S.E.2d 483, 492 (2014).

“The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). “[S]ummary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner.” *David v. McLeod Reg'l Med Ctr.*, 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006) (emphasis added).

### **Legal Arguments for Granting Summary Judgment**

#### **1. Wieland’s and the RP Companies’ cross claims and/or third-party claims are merely alternative wordings for a claim for equitable indemnity.**

There is no written contract between Wieland and JMC. There is no written contract between the RP Companies and JMC. Even if Wieland or the RP Companies now allege that a written contract was entered between them and JMC, Wieland and the RP Companies are required to produce a copy of the alleged applicable contract(s) in order to prove the content and existence of the referenced document. See *Stoneledge at Lake Keowee Owners’ Ass’n, Inc., et al. v. Builders FirstSource-Southeast Group., et al.*, 413 S.C. 630, 641, 776 S.E.2d 434, 440 (Ct.App. 2015), reh’g den. (Sept. 14, 2015), cert. den. (Oct. 20, 2016) (*Stoneledge B*) (Referencing Rule 1002, SCRE, to explain that “the witness’s testimony—without reference to a specific writing—is inadmissible to prove the contract [attempting to be enforced] contained an indemnity provision.”).

In South Carolina, alleged claims that are merely disguised claims for equitable indemnity should be dismissed and/or restated as claims for equitable indemnity. “The character of an action is primarily determined by the allegations contained in the complaint.” Stoneledge at Lake Keowee Owners’ Association, Inc., et al. v. Clear View Construction, LLC, et al., 413 S.C. 615, 620, 776 S.E.2d 426, 429 (Ct.App. 2015) (Stoneledge A); Stoneledge B at 635, 776 S.E.2d at 437. The character of the cross claim is a question of law for the court. Stoneledge A at 620-621, 776 S.E.2d at 429; Stoneledge B at 635, 776 S.E.2d at 437.

Wieland filed its answer and cross claims in response to Plaintiffs’ Second Amended Complaint on April 15, 2019. In its cross claim for indemnity, Wieland seeks “to recover from Subcontractor Defendants any sums for which it may be held liable to Plaintiffs.” (Pleading ¶111) In its cross claim for negligence, Wieland seeks to collect “against the Subcontractor Defendants in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs’ claims, as well as fees and costs incurred in the investigation, defense and settlement of this claim.” (Pleading ¶116) Wieland further claims special damages “in that its professional reputation has been harmed” and it has incurred defense costs because of this litigation. (Pleading ¶118) In its cross claim for breach of warranty, Wieland seeks to collect “against the Subcontractor Defendants in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs’ claims, as well as fees and costs incurred in the investigation, defense and settlement of this claim.” (Pleading ¶122) Wieland further claims special damages “in that its professional reputation has been harmed” and it has incurred defense costs because of this litigation. (Pleading ¶124) In its cross claim for breach of contract, Wieland seeks to collect “damages in the amount of any money it is adjudged to owe Plaintiffs, or which it paid Plaintiffs in settlement of Plaintiffs’ claims, plus the costs of investigating and defending this

claim.” (Pleading ¶129) Wieland’s last cross claim sounding in strict liability/products liability is not asserted against JMC.

The RP Companies filed their amended answer, cross claims, and third-party claims in response to Plaintiffs’ Second Amended Complaint on February 5, 2020. Again, the cross claims and third-party claims mirror each other. In its cross claim for indemnity, the RP Companies seek “to recover from Subcontractor Defendants any sums for which it may be held liable to Plaintiff.” (Pleading ¶271) In their cross claim for negligence, the RP Companies seek to collect “against the Subcontractor Defendants in the amount of any monies they are adjudged to owe Plaintiff, or which they pay Plaintiff in settlement of Plaintiff’s claims, as well as fees and costs incurred in the investigation, defense and settlement of this claim.” (Pleading ¶276) The RP Companies further claim special damages “in that their professional reputation has been harmed” and have incurred defense costs because of this litigation. (Pleading ¶278) In their cross claim for breach of warranty, the RP Companies seeks to collect “against the Subcontractor Defendants in the amount of any monies they are adjudged to owe Plaintiff, or which they pay Plaintiffs in settlement of Plaintiff’s claims, as well as fees and costs incurred in the investigation, defense and settlement of this claim.” (Pleading ¶282) The RP Companies further claim special damages “in that their professional reputation has been harmed” and they have incurred defense costs because of this litigation. (Pleading ¶283) In its cross claim for breach of contract, the RP Companies seek to collect “damages in the amount of any money they have been adjudged to owe Plaintiff, or which they paid Plaintiff in settlement of Plaintiff’s claims, plus the costs of investigating and defending this claim.” (Pleading ¶289) The RP Companies’ last cross claim sounding in strict liability/products liability is not asserted against JMC.

The cross claims and/or third-party claims alleged by Wieland and the RP Companies only exist because Plaintiffs first brought claims against Wieland and the RP Companies alleging the same construction defect violations. Even the claims by Wieland and the RP Companies for special damages to their respective reputations are dependent upon and derivative of the original lawsuits filed by the One Hamlin Townhomes HOA and owners.<sup>2</sup> Neither Wieland's nor the RP Companies' cross claims and/or third-party claims would exist but for the Plaintiffs first bringing claims against them, thus "these claims are really nothing more than claims for indemnity." Stoneledge A at 622, 776 S.E.2d at 430 (citations omitted). Stated another way, under Wieland's and the RP Companies' own allegations, their respective cross claims and/or third-party claims arose only when they faced potential liability for Plaintiffs' damages and incurred fees and costs defending against Plaintiffs' lawsuit. These cross claims and/or third-party claims are nothing more than different ways of alleging a claim for equitable indemnity. See Id.

**2. Summary judgment is appropriate because Wieland and the RP Companies cannot prove that they are without fault.**

"Indemnity is that form of compensation in which a first party is liable to pay a second party for a loss or damage the second party incurs to a third party." Fountain v. Fred's Inc., \_\_\_ S.C. \_\_\_, \_\_\_ S.E.2d \_\_\_, 2022WL610265 at \*3 (filed March 2, 2022) (citations omitted). "An equitable indemnity claim may arise when a third party makes a claim against the indemnity plaintiff for damages the third party sustained as a result of another party's tortious conduct." Stoneledge A at 624-625, 776 S.E.2d at 431 (citation omitted). "The Right to indemnity allows the indemnity plaintiff to recover the necessary expenses it incurred defending itself against the third party's claim." Id.

---

<sup>2</sup> Moreover, Wieland is no longer in business, having sold all its assets sometime in November 2012, and has not been an active company since that time. There is a significant question whether a defunct company can claim damage to its reputation at all.

To recover under their equitable indemnity claims, Wieland and the RP Companies must each prove: (1) that JMC was at fault in causing the alleged construction defect damages suffered by the Plaintiffs; (2) Wieland and the RP Companies have no fault for these damages; and (3) Wieland and the RP Companies incurred expenses that were necessary to protect its interest in defending against the Plaintiffs' claims for these damages. See Fountain at \*3 (citing Inglese v. Beal, 403 S.C. 290, 299, 742 S.E.2d 687, 692 (Ct.App. 2013)); Stoneledge A 413 S.C. at 625, 776 S.E.2d at 432 (citations omitted).

The second prong of the equitable indemnity claim requires Wieland and the RP Companies to prove that they are without fault. "A party is not entitled to equitable indemnification if any negligence of his own has joined in causing the injury." Fountain at \*3 (citation omitted). "In other words, equitable indemnity cases involve a fact pattern in which the first party is at fault, but the second party is not. If the second party is also at fault, he comes to court without equity and has no right to indemnity." Fountain at \*3 (citations omitted); see also A. Bright Arial & Calvin T. Vick, Jr., South Carolina Construction Law Desk Book, p.327 (SC Bar 2013). Moreover, the burden of proof is on the party seeking to enforce the equitable indemnity claim to show they are without fault. See Fountain at \*6 (concluding that the parties seeking to enforce their equitable indemnity claims failed to prove that they were without fault, thus they were not entitled to equitable indemnification.)

Neither Wieland nor the RP Companies can prove that they are without fault in the present litigation. Testimony by Plaintiffs' construction defect expert as well as the construction defect expert hired by Wieland and the RP Companies show that Wieland and the RP Companies have at least a modicum of liability, which is sufficient to defeat their claims for equitable indemnity.

Plaintiffs hired Myles Glick as their construction defect expert. Mr. Glick then associated Russell Mease to investigate the roofs at the One Hamlin Project. Mr. Glick and Mr. Mease made visual inspections and performed destructive tests at the One Hamlin Townhomes. Concurrent with his multiple site visits, Mr. Glick incorporated the roof findings by Mr. Mease and issued reports dated July 24, 2015, August 14, 2017, and March 8, 2018. In his last report, Mr. Glick included a recommended scope of repair that generally calls for repairs and/or complete replacement of all the exterior components at the One Hamlin Townhomes, including the asphalt shingles and flat roofs, Hardie plank and panel siding, windows, brick rowlock, fence, and doors. Mr. Glick testified that the general contractor is responsible for supervising the construction project and making sure the final product followed the plans and did not contain construction defects. (See the Deposition Excerpts from Mr. Glick's deposition attached as Exhibit A.)

Plaintiffs hired Paul Kennedy of Kennedy Richter Construction to price the scope of repair from Mr. Glick. The line items in the repair scope generally summarizes the scope of repair that Mr. Kennedy and Mr. Glick would assess against the general contractor(s) as the party in charge as well as against the subcontractors for their portion of the work. (See the Kennedy Richter Construction cost estimates for Buildings 1 through 11 attached as Exhibit B.)

The defendants generally dispute the extent of Mr. Glick's scope of repair. Both Wieland and the RP Companies used Derek Hodgin of Construction Science and Engineering (CSE) as their construction defect expert. Mr. Hodgin produced a scope of repair dated May 23, 2019, that calls for limited repairs to the roofs, siding, windows, brick, fences, doors, and drywall cracks. (See the CSE scope of repair attached as Exhibit C.) Mr. Hodgin's more narrowly tailored scope of repair necessarily results in a much lower repair estimate. Wieland hired Watkins Services to price the repairs for buildings 1 through 4. The RP Companies hired Cook Bonner Construction

to price the repairs for buildings 5 through 11. Importantly, for the present motion for summary judgment, although the CSE scope and the Watkins and Cook Bonner repair estimates are less than the Plaintiffs' scope and estimates, the general types of repairs overlap. (A copy of the Watkins cost estimate is attached as Exhibit D. A copy of the Cook Bonner estimate is attached as Exhibit E.)

Mr. Hodgin testified in prior cases regarding the responsibility and obligations of the general contractor. Generally, the general contractor is the "captain of the ship" and is in charge of coordinating and overseeing the work being performed by its subcontractors. A general contractor cannot absolve itself of liability by trying to pass off the responsibilities to its *subcontractors*. The general contractor is at the very least jointly responsible for the construction project. (See the deposition excerpts from prior Hodgin depositions attached as Exhibit F.) In fact, Mr. Cook agrees that a general contractor has some responsibility to verify that the construction and/or repairs performed are compliant with buildings codes and industry standards. Mr. Cook recently testified in a deposition taken for the present litigation that a general contractor working on a project like the One Hamlin Townhomes cannot be deemed without fault for alleged construction defects:

Q. And you, as the general contractor being in charge of the job, you bear at least some responsibility to make sure that the sub did their work correctly originally. Right?

A. Yes.

Q. And that's kind of how construction and how the construction practice works. Right?

A. Sure.

Q. You wouldn't be telling me that as the general contractor I've got no responsibility to make sure the buildings are done correctly. Right?

A. No, I don't think that would fly.

George Cook Deposition dated April 7, 2022, p.55, ll.1-12 (Included in the attached Exhibit G).

The facts in this case clearly show that Wieland and the RP Companies, which served as the developers and general contractors of the One Hamlin Townhomes, have some responsibility and potential liability for the construction defects alleged by Plaintiffs. Plaintiffs' experts opine that Wieland and the RP Companies bear some responsibility for repairing the One Hamlin Townhomes. The experts for Wieland and the RP Companies agree that Wieland and the RP Companies bear some responsibility and liability for the alleged construction defects at the One Hamlin Townhomes, although to a much lesser extent. Wieland and the RP Companies cannot prove that they are without fault. "[A] party may be entitled to equitable indemnification only if no personal negligence of his own has joined in causing the injury." Fountain at \*4 (citation omitted). The cross claims asserted by Wieland and the RP Companies against JMC should be dismissed.

#### **ALTERNATIVE MOTION TO BIFURCATE**

The court has discretion as to whether to bifurcate a trial. Wright v. Hiester Construction Co., Inc., 389 S.C. 504, 516, 698 S.E.2d 822, 828 (Ct.App. 2010) (citation omitted). "A trial should be bifurcated only if the issues are so distinct that trial of each alone would not result in prejudice." Id. (citation omitted) Therefore,

The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any claim, cross-claim, counterclaim, or third-party claim, or of any separate issue or of any number of claims, cross-claims, counterclaims, third-party claims, or issues, always preserving inviolate the right of trial by jury as declared by the Constitution or as given by a statute of the State.

Rule 42, SCRC.P.

Plaintiffs and JMC have already resolved the issues between them. Plaintiffs do not wish to take up valuable trial time prosecuting their case against JMC when their claims against JMC

have already been resolved. This would delay the trial timeline and it potentially could confuse the jury.

Moreover, as discussed in the prior sections, the cross claims asserted by Wieland and the RP Companies against JMC are now only claims for equitable indemnity. In order for Wieland and/or the RP Companies to still have an equitable indemnity claim against JMC, Wieland and the RP Companies would need to be completely exonerated by the jury. JMC respectfully states again that the possibility of Wieland and the RP Companies proving that they are without any fault is so remote that summary judgment on the equitable indemnity claim is warranted. The cross claims will inevitably be dismissed once the jury finds a verdict—any verdict—against Wieland and the RP Companies. Rather than take up additional trial time, it would be much more time-effective and convenient for the court to bifurcate the Wieland and RP Companies’ cross claims from the main trial and allow Wieland and the RP Companies to prosecute their cross claims against JMC in the unlikely event that Wieland and the RP Companies are completely exonerated from fault by the jury in the main trial.

*[signature page attached]*

Respectfully submitted,  
COLLINS & LACY, P.C.

By: /s Andrew N. Cole  
Andrew N. Cole, Esquire  
acole@collinsandlacy.com  
James L. Williams, Esquire  
jwilliams@collinsandlacy.com  
Post Office Box 12487  
Columbia, SC 29211  
803.256.2660 (voice)  
803.771.4484 (fax)

ATTORNEYS FOR GEORGE MEDINA,  
GEORGE MEDINA A/K/A JMC  
CONSTRUCTION, INC. AND ALL  
EXTERIORS CONSTRUCTION, LLC

April 12, 2022  
Columbia, South Carolina

Myles Glick, AIA, LEED, AP - March 11, 2019

ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

STATE OF SOUTH CAROLINA ) THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF CHARLESTON ) CASE NO. 2017-CP-10-5245  
 ONE HAMLIN PLACE TOWNHOME )  
 ASSOCIATION, INC., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JOHN WIELAND HOMES AND )  
 NEIGHBORHOODS OF THE )  
 CAROLINAS, INC., AS )  
 SUCCESSOR BY STATUTORY )  
 MERGER TO JOHN WIELAND )  
 HOMES AND NEIGHBORHOODS OF )  
 SOUTH CAROLINA, INC., et )  
 al., )  
 )  
 Defendants. )

\* \* \* \* \*

VOLUME II  
 DEPOSITION OF: MYLES GLICK, AIA, LEED, AP  
 DATE TAKEN: Monday, March 11, 2019  
 TIME: 9:15 a.m.  
 PLACE: Young Clement Rivers  
 25 Calhoun Street, 4th Floor  
 Charleston, South Carolina  
 REPORTED BY: EVE WILBANKS  
 Registered Professional  
 Reporter, Certified LiveNote  
 Reporter and Notary Public

\* \* \* \* \*

POST OFFICE BOX 21119  
CHARLESTON, SOUTH CAROLINA 29413

Myles Glick, AIA, LEED, AP - March 11, 2019

Page 227

1 didn't do an inspection. I pulled up, and most of  
2 it was rebuilt. But there was a pile of bad wood,  
3 so I just took pictures. I did not take anything  
4 apart. It had already been taken apart.

5 Q. But this is not an issue that you  
6 explored in November of 2017?

7 A. No.

8 Q. One other question that I wanted to ask  
9 you, I know you've been involved in some prior  
10 cases as an expert in which Wheelock -- where a  
11 Wheelock-related entity was a named defendant. Do  
12 you have any general opinions of them as an entity  
13 or their related entities?

14 A. If you're referring to the project  
15 called Waverly, my opinion is, I believe John  
16 Wieland Homes and Wheelock did a very, very poor  
17 job as a developer, as a general contractor,  
18 managing the subs, managing the jobs. Because,  
19 again, all the projects -- all the buildings --  
20 and Waverly had the exact same problems as well --  
21 not necessarily the exact same ones that are on  
22 One Hamlin Place, but very, very similar,  
23 actually, because of the nature of the  
24 construction. I would not give them high grades.

25 Q. And outside of --

1           A.    And one other thing, or the subs. I  
2    mean, this was a problem from the top down. I  
3    mean, the developer, the contractor -- the general  
4    contractor, and all the subcontractors. Nobody  
5    did anything right, and it never looked like there  
6    was any supervision on the job, which is called  
7    for in state law by the general contractor. And I  
8    think that's why we have so many problems with  
9    these projects. It's just -- someone ran the job  
10   that no one could identify who ran it. That's  
11   what it looks like to me. If we had an isolated  
12   stair that fell apart, that's not a lawsuit. I  
13   mean, something went wrong; they didn't treat the  
14   wood right. It's unfortunate, but, I mean, we've  
15   got problems throughout these buildings.

16           Q.    And when you say "these buildings,"  
17   you're referring collectively to what you saw in  
18   Waverly and what you're seeing in One Hamlin?

19           A.    Yes, sir.

20           Q.    Have you been involved as an expert in  
21   any other cases, aside from Waverly and this One  
22   Hamlin case, in which a Wheelock defendant was  
23   involved, that you're aware of?

24           A.    I don't believe so.

25           Q.    We covered this on Friday, I believe,

1 but my understanding is you're deferring all of  
2 the roofing-related issues and opinions related to  
3 that to Russell Mease, correct?

4 A. Yes, sir.

5 Q. There were some mention made to plans  
6 that would have been used on this One Hamlin  
7 project. And correct me if I'm wrong, but you had  
8 been provided a set of plans from, I believe, Mr.  
9 McCarty at some point in 2015; is that right?

10 A. I believe it was 2017, and it was Mr.  
11 McCarty. I didn't have any plans from him  
12 originally. But the plan that is mentioned, I  
13 must have had from Waverly. Because you can see  
14 they're the same units. I mean, they literally  
15 are the same building, a unit. Because, again,  
16 they're unit plans; they're not building plans.  
17 And they seem to not have the same -- let me  
18 rephrase that. The plans I got for Waverly, and  
19 the plans I got from One Hamlin Place just seemed  
20 to have no architectural detailing. And I'm  
21 amazed. I mean, companies as big as John Wieland  
22 and its successor, Wheelock, I mean, they build  
23 these units all over the place. These are all  
24 computer-generated; they're not hand-drafted, in  
25 other words. Their software -- it's probably in

1 MR. FISHBURNE: This is Barnwell  
2 Fishburne. I have just a few questions.

3 EXAMINATION

4 BY MR. FISHBURNE:

5 Q. Mr. Glick, good morning. Barnwell  
6 Fishburne for SC Construction.

7 A. Good morning.

8 Q. Good morning. I don't think we've met  
9 before, so I'm just curious, when was the last  
10 time that you testified in a courtroom proceeding?

11 A. Waverly.

12 Q. And how many times total have you  
13 testified in a courtroom proceeding?

14 A. Approximately ten times. I would have  
15 to really research that, but very few. Extremely  
16 effective, I might add.

17 Q. And I think you've testified throughout  
18 this deposition that you're not familiar with the  
19 scopes of work of any particular contractor or  
20 subcontractor?

21 A. Subcontractor. The scope of work for  
22 the general contractor is to build the project in  
23 accordance with the code.

24 Q. Okay. Fair enough. So I guess, just to  
25 clarify my question, you're not familiar with the

1 scope of work of any subcontractor?

2 A. No, sir.

3 Q. And I take it -- or would you, in order  
4 to identify which subcontractor performed what  
5 scope of work, you would defer and refer to  
6 contract invoices that were produced in discovery?

7 A. I would -- well, if I was asked to do  
8 it, I would read their contracts -- subcontracts  
9 and maybe invoices, if there's no subcontract  
10 existing.

11 MR. FISHBURNE: Okay. That's all I have  
12 for you. Thank you.

13 THE WITNESS: Thank you.

14 EXAMINATION

15 BY MR. JONES:

16 Q. Myles, this is Jay Jones for The Muhler  
17 Company. How are you?

18 A. I'm good. Thank you.

19 Q. Real quickly, in your role as an expert  
20 in this case, did you find any deficiencies or  
21 problems with any of the exterior doors on any of  
22 the units?

23 A. No, sir.

24 Q. No problems with the way they were --  
25 the doors themselves performed?

**KENNEDY  
RICHTER  
CONSTRUCTION**

One Hamlin Plantation Estimate

Building 1 (Units 3001,3005,3009,3013,3017) Willingham

- Division 1 (General Conditions) \$209,900
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$4,500
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$161,000
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$3,500
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$464,140

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

Memo Exhibit B-001



**KENNEDY  
RICHTER  
CONSTRUCTION**



- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$309,525
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$158,250
  - Windows
  - Doors
- Division 09 Finishes \$116,625
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$35,000
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$17,500
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,500
  - Hose Bibs
- Division 23 HVAC \$14,500
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$7,500
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$15,000
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,519,440

Insurance & Business Licenses \$49,382

FEE : \$156,882

P&P Bond: \$34,514

A/E Fee: \$140,817

**Total Costs:\$1,901,036**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



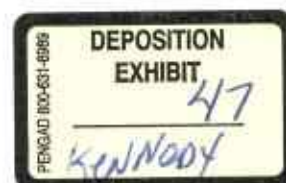
One Hamlin Plantation Estimate

Building 2 (Units 3022,3026,3030,3034) Forsythia

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$46,200
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$0
  - Furnish and install new galvanized structural steel Lintels at brick openings

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-004



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Division 6 Woods, Plastics & Composites \$417,726
  - Hardi Siding
  - Railings
  - Stair tread
  - Deck Boards
  - Structural Framing / Exterior Sheathing Repairs
  - Wood Garage Vents
  - Composite Decorative Architectural Trim / Panels
  - Fiberglass Columns
  - Soffit Dental Molding
  - Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Vents
- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,221,106

Insurance & Business Licenses \$39,686

FEE : \$126,079

P&P Bond: \$27,737

A/E Fee: \$113,169

**Total Costs:\$1,527,777**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



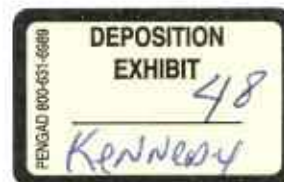
One Hamlin Plantation Estimate

Building 3 (Units 3025, 3029,3033,3037) Willingham

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$136,850
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,975
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$394,519

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-007





- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325
  - Vents

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,291,524

Insurance & Business Licenses \$41,975

FEE : \$133,350

P&P Bond: \$29,337

A/E Fee: \$119,695

**Total Costs:\$1,615,880**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



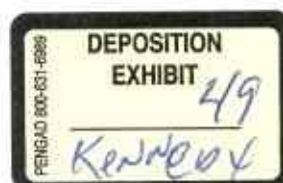
One Hamlin Plantation Estimate

Building 4 (Units 2041,2045,2049) Forsythia

- Division 1 (General Conditions) \$151,653
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,251
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$39,270
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$0
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$355,067

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-010



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$223,632
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$114,336
  - Windows
  - Doors
- Division 09 Finishes \$84,262
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$25,288
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$12,644
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$1,806
  - Hose Bibs
- Division 23 HVAC \$10,476
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$5,419
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$10,838
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,037,940

Insurance & Business Licenses \$33,733

FEE : \$107,167

P&P Bond: \$23,577

A/E Fee: 96,193

**Total Costs:\$1,298,611**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



One Hamlin Plantation Estimate

Building 5 (Units 3041,3045,3049) Willingham

- Division 1 (General Conditions) \$146,930
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,150
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$112,700
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,450
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$324,898

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-013



**KENNEDY  
RICHTER  
CONSTRUCTION**



- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$216,668
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$110,775
  - Windows
  - Doors
- Division 09 Finishes \$81,638
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$24,500
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$12,250
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$1,750
  - Hose Bibs
- Division 23 HVAC \$10,150
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$5,250
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$10,500
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,063,608

Insurance & Business Licenses \$34,567

FEE : \$109,818

P&P Bond: \$24,160

A/E Fee: \$98,572

**Total Costs:\$1,330,725**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



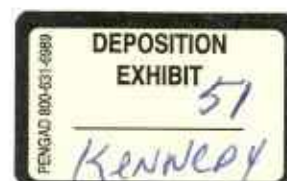
One Hamlin Plantation Estimate

Building 6 (Units 2000,2004,2008) Forsythia

- Division 1 (General Conditions) \$151,653
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent.
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,251
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$39,270
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$0
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$355,067

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-016



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$223,632
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$114,336
  - Windows
  - Doors
- Division 09 Finishes \$84,262
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$25,288
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$12,644
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$1,806
  - Hose Bibs
- Division 23 HVAC \$10,476
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$5,419
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$10,838
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,037,940

Insurance & Business Licenses \$33,733

FEE : \$107,167

P&P Bond: \$23,577

A/E Fee: 96,193

**Total Costs:\$1,298,611**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



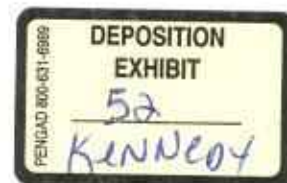
One Hamlin Plantation Estimate

Building 7 (Units 2016,2020,2024,2028) Willingham

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$136,850
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,975
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$394,519

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-019



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,291,524

Insurance & Business Licenses \$41,975

FEE : \$133,350

P&P Bond: \$29,337

A/E Fee: \$119,695

**Total Costs:\$1,615,880**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



One Hamlin Plantation Estimate

Building 8 (Units 3053,3057,3061) Willingham

- Division 1 (General Conditions) \$146,930
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,150
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$112,700
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,450
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$324,898

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-022



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$216,668
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$110,775
  - Windows
  - Doors
- Division 09 Finishes \$81,638
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$24,500
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$12,250
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$1,750
  - Hose Bibs
- Division 23 HVAC \$10,150
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$5,250
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$10,500
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,063,608

Insurance & Business Licenses \$34,567

FEE : \$109,818

P&P Bond: \$24,160

A/E Fee: \$98,572

**Total Costs:\$1,330,725**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



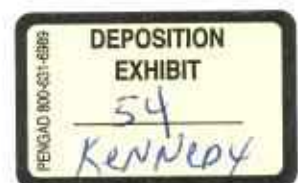
One Hamlin Plantation Estimate

Building 9 (Units 3065,3069,3073,3077) Willingham

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$136,850
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,975
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$394,519

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-025



**KENNEDY  
RICHTER  
CONSTRUCTION**



- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,291,524

Insurance & Business Licenses \$41,975

FEE : \$133,350

P&P Bond: \$29,337

A/E Fee: \$119,695

**Total Costs:\$1,615,880**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



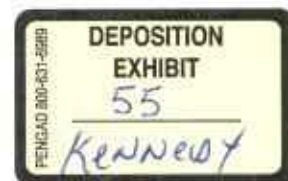
One Hamlin Plantation Estimate

Building 10 (Units 2032,2036,2040,2044) Willingham

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Dally/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$136,850
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,975
  - Furnish and install new galvanized structural steel Lintels at brick openings

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-028



**KENNEDY  
RICHTER**   
**CONSTRUCTION**

- Division 6 Woods, Plastics & Composites \$394,519
  - Hardi Siding
  - Railings
  - Stair tread
  - Deck Boards
  - Structural Framing / Exterior Sheathing Repairs
  - Wood Garage Vents
  - Composite Decorative Architectural Trim / Panels
  - Fiberglass Columns
  - Soffit Dental Molding
  - Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Vents
- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,291,524

Insurance & Business Licenses \$41,975

FEE : \$133,350

P&P Bond: \$29,337

A/E Fee: \$119,695

**Total Costs:\$1,615,880**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407



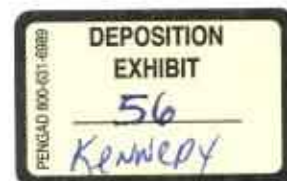
One Hamlin Plantation Estimate

Building 11 (Units 3081,3085,3089,3093) Willingham

- Division 1 (General Conditions) \$178,415
  - Mobilization
  - General Conditions
    - Protection of property & work.
    - Full time Superintendent.
    - Full time Assistant Superintendent
    - Project Management
    - Daily/final project clean-up.
    - Overhead protection
    - Tools & supplies.
    - Material handling
    - Temp. Toilets
    - Temporary weather protection.
    - Temporary window & door interior protection.
    - Dumpsters
    - Safety Materials & Equipment
  - Access Equipment
    - Systems Scaffolding
    - Forklift
- Division 2 Existing Conditions (Inc. in other Pricing)
  - Demo Brick
  - Demo Hardi Siding
  - Demo Windows & Doors
  - Demo Roof (TPO & Standing Seam)
  - Demo Misc. Exterior Screens, Shutters, Planter, Boxes & Accessories
  - Demo Railings
  - Demo Decks
  - Demo Concrete sidewalk
  - Demo Interior Drywall & Trim
  - Demo Window Treatments
  - Dumpster for Demo Specifically
- Division 3 Concrete \$3,825
  - Sidewalks
  - Allowance for concrete repairs due to construction
- Division 4 Masonry \$136,850
  - Masonry Garage Level
  - Masonry @ walls
- Division 5 Metals \$2,975
  - Furnish and install new galvanized structural steel Lintels at brick openings
- Division 6 Woods, Plastics & Composites \$394,519

Kennedy Richter Construction  
 2157 Rich Street  
 North Charleston, SC 29405  
 (843) 469-0407

Memo Exhibit B-031



KENNEDY  
RICHTER   
CONSTRUCTION

- Hardi Siding
- Railings
- Stair tread
- Deck Boards
- Structural Framing / Exterior Sheathing Repairs
- Wood Garage Vents
- Composite Decorative Architectural Trim / Panels
- Fiberglass Columns
- Soffit Dental Molding
- Soffit / Fascia Framing & Hardi Trim
- Division 7 Thermal & Moisture Protection \$263,096
  - Fluid-applied Air Barrier
  - Flashings & Sheet Metal
  - Sealants
  - TPO Roof
  - Standing Seam Roof
  - Copings
  - Scuppers & Leader Heads
  - Gutters & Downspouts
  - Shingle Roof
  - Batt Insulation Walls
  - Attic Vents
- Division 8 Openings \$134,513
  - Windows
  - Doors
- Division 09 Finishes \$99,131
  - Drywall
  - Interior Paint
  - Exterior Paint
  - Flooring Allowance
- Division 10 Specialties \$29,750
  - Shutters
  - Planter Boxes
  - Screen Enclosures
  - Architectural Juliet Privacy Screens at First Floor Windows
  - Decorative Panels @ Parapet Walls
- Division 12 Furnishings \$14,875
  - Window Treatments
- Division 21 Fire Suppression
  - Not in scope
- Division 22 Plumbing \$2,125
  - Hose Bibs
- Division 23 HVAC \$12,325
  - Vents

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

KENNEDY  
RICHTER   
CONSTRUCTION

- Allowance for Duct cleaning
- Division 26 Electrical \$6,375
  - Make Safe for Demo
  - Replace Exterior Fixtures
  - Framing Electrical Allowance
  - Temp. Power
- Division 32 Exterior Hardscape / Landscape \$12,750
  - Site Wood Fencing
  - Landscape Allowance

Scope of work \$1,291,524

Insurance & Business Licenses \$41,975

FEE : \$133,350

P&P Bond: \$29,337

A/E Fee: \$119,695

**Total Costs:\$1,615,880**

Kennedy Richter Construction  
2157 Rich Street  
North Charleston, SC 29405  
(843) 469-0407

# Recommended Outline Scope of Repair

ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245



An REI Engineers Company

## One Hamlin Place

Mount Pleasant, South Carolina

CSE File Nos. 370.07 & 3014.01

May 23, 2019



ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

TABLE OF CONTENTS

Description..... 1

Background..... 2

Observations..... 3

Outline Scope of Repair..... 3

Appendix..... 5

Roof Cover Summary ..... 6

Scope of Repair ..... 7

    1 - Kick-Out Flashing ..... 8

    2 - HARDIEPLANK® Horizontal Siding..... 8

    3 - HardiePanel® Siding ..... 10

    4 - Windows..... 12

    5 - Brick Rowlock..... 14

    6 - Roof cover ..... 14

        A. Shingle Roof Cover - Buildings I, J, & K..... 15

        B. HydroStop Roof Cover - Buildings D, E, F, G, & H ..... 16

        C. TPO Roof Cover - Buildings A & B ..... 17

        D. Bitumen Roof Cover - Building C..... 18

    7 - Rear Fences ..... 18

    8 - Unit 2020 Interior Door ..... 19

    9 - Ceiling Crack..... 19



Mr. Theodore "Teddy" Manos, Esquire  
 % Robertson, Hollingsworth, Manos & Rahn, LLC  
 550 King Street, Suite 300  
 Charleston, South Carolina 29403

Mr. Brian Duffy, Esquire  
 % Duffy & Young, LLC  
 96 Broad Street  
 Charleston, South Carolina 29401

Re: Recommended Outline Scope of Repair  
 One Hamlin Place  
 Mount Pleasant, South Carolina

Dear Mr. Manos and Mr. Duffy:

Pursuant to your request, Construction Science and Engineering, Inc. (CSE) has prepared a Recommended Outline Scope of Repair (SOR) for the above referenced development. The SOR is based on numerous visual observations with limited destructive testing directed by CSE, as well as our review of documents produced by Myles Glick, AIA of Myles Glick Architecture, LLC (MGA) and Russell T. Mease, P.E. of RTM Engineering, LLC (RTM).

Based on our visual surveys and our review of the plaintiff documents, CSE has determined the extent that alleged construction deficiencies may exist at the subject property. The work described by the SOR is based on issues where one (1) or more of the following conditions exist:

1. A building code violation that would have a measurable consequence to the performance of the building;
2. A life / safety issue; and,
3. Physical damage that has resulted from a construction deficiency.

The SOR should be provided to a qualified general contractor for purposes of preparing a cost estimate.

## DESCRIPTION

The subject property is located on Monhegan Way and Amenity Way Drive in Mount Pleasant, South Carolina. The subject property consists of forty-one (41) townhomes arranged in eleven (11) buildings on Monhegan Way (A, B, C, D, E, F, & J) and Amenity Way Drive (G, H, I, & K). The subject buildings are two (2) story structures elevated above a parking level at grade. Each building is supported over a matrix of concrete masonry unit (CMU) piers and brick veneer perimeter wall. Above the foundation, the construction consists of conventional wood framing. The exterior walls are clad with a combination of cementitious horizontal lap siding, cementitious panels, and brick veneer. The windows are single-hung vinyl units installed individually and combined (ganged) assemblies of two (2) or more window units. Covered porches accent the front elevation of each building. The main roof cover of two (2) buildings (A & B) is a Thermoplastic Polyolefin (TPO) for a variable low slope assembly. The roof cover of buildings D, E, F, G, & H is a Hydro-Stop liquid applied for a variable low slope assembly. The variable low slope assembly for building C includes a Modified Bitumen roof



cover. Buildings I, J, and K include steep slope roofs that are covered with architectural composition asphalt shingles. Porch roofs are covered with metal or shingles. Photos 1, 2, and 3 show front elevations of typical buildings at the One Hamlin Place development. The APPENDIX contains a sketch of the overall site that identifies each building and associated roof cover for each.



Photo 1



Photo 2



Photo 3

Photos 4 and 5 show the typical rear elevations with a variable low slope and steep slope roof, respectively.



Photo 4



Photo 5

## BACKGROUND

### Original Construction

A limited number of Certificates of Occupancy (COs) issued by the Town of Mount Pleasant were made available to CSE. Each CO was for a specific unit within a building. Based on our CO review and the MGA report it appears permits for the subject buildings were issued between 2009 and 2014. Therefore, the applicable building code at the time original construction was the 2006 International Residential Code (IRC) for a majority of the buildings at the subject property. CSE respectfully disagrees with Mr. Glick that the 2009 International Residential Code (2009 IRC) would apply to some buildings, as the 2009 IRC was never adopted by the State of South Carolina and the Town of Mount Pleasant.

### Review of Plaintiff Expert Documents

CSE has reviewed the following documents in preparation of this report:

- I. Preliminary Report by MGA dated March 8, 2018;



2. Various documents produced by MGA that includes:
  - Limited Site Visit - Unit #3013 letter dated August 14, 2017
  - Destructive and Non Destructive Testing photo pages dated November 2-3, 2017
  - Limited Site Visit letter dated July 24, 2015
  - Site Visit photo pages dated July 10, 2015
  - Site Visit photo pages dated May 13, 2015
3. RTM roof report within the MGA March 8, 2018 report and associated photographs;
4. Undated repair estimates by Kennedy Richter Construction (KRC) for each building;
5. Limited building plans and construction drawings for the Forsythia, Kingfield, Wentworth, and Willingham models; and,
6. Building codes, standards, and manufacturer installation instructions, as applicable to alleged issues.

Observations performed by RTM were included as part of the March 8, 2018 MGA report. Therefore, allegations and proposed repair recommendations by MGA and/or RTM are collectively identified as MGA within this report.

## **OBSERVATIONS**

A preliminary visual survey of the subject property was performed by Derek A. Hodgin, P.E., REBC, CCCA of CSE on September 24, 2018. A follow-up visual survey with limited destructive testing was performed by Derek A. Hodgin, P.E., RBEC, CCCA and John C. Wylie, P.E., REWC of CSE on April 3rd and 4th, 2019. The purpose of our visual surveys was to determine the extent that construction defects may exist that require repair. The visual surveys and limited destructive testing included observations of selected building areas relevant to alleged defects. Watkins Services Inc. (Watkins) assisted CSE with the destructive testing.

## **OUTLINE SCOPE OF REPAIR**

Based on our visual surveys and our review of the above-referenced documents, CSE recommends the following outline scope of repair (SOR). It should be noted that not all recommended repairs described by the SOR are related to construction defects. Some repairs are considered to represent maintenance issues.

This CSE SOR attempts to follow the alleged construction deficiencies described by "Section VI. Recommendations" of the above referenced MGA March 8, 2018 report. Each area of concern is addressed independently within this report. Each section provides a discussion section and a recommended outline scope of repair, as determined to be necessary.

This outline scope of repair and all associated opinions are provided to a reasonable degree of engineering certainty. In the event that additional relevant information becomes available, we respectfully reserve the right to amend the opinions expressed herein. Please feel free to contact me if you have any questions or require additional assistance.



Respectfully,

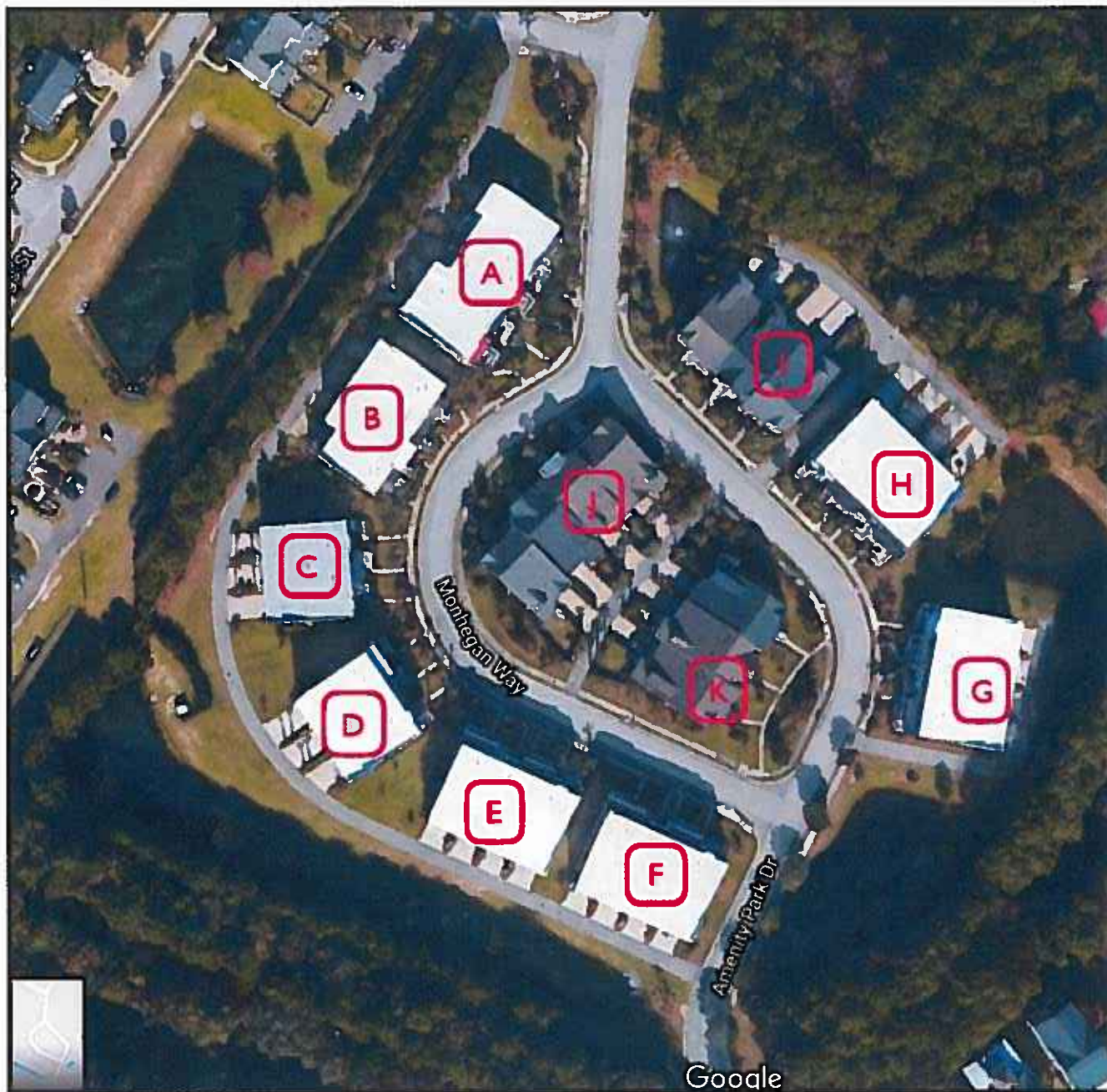
**CONSTRUCTION SCIENCE AND ENGINEERING, INC.**

A handwritten signature in black ink, reading 'Derek A. Hodgin'. The signature is written in a cursive style with a large, stylized 'H' and 'G'.

Derek A. Hodgin, PE, RBEC, CCCA



**APPENDIX**



**ROOF COVER SUMMARY**

TPO:	Buildings A and B
Hydro-Stop:	Buildings D, E, F, G and H
Modified Bitumen:	Building C
Shingle:	Buildings I, J and K



**SCOPE OF REPAIR**



**1 - KICK-OUT FLASHING**

MGA Recommended Scope of Repair

*“Remove roofing that does not have the required kick out flashing. Install new roofing, step flashing, roofing felt, and repair damage sheathing in accordance with NRCA and the roof manufacturer’s installation recommendations. Provide kick out flashing where required. Match existing roofing materials.”*

Discussion

CSE agrees kick-out flashing can be a critical component at the eave roof-to-wall intersection; however, several photographs taken by MGA show kick-out flashing installed at the required locations (Photo 6A). Therefore, the MGA report appears to be inconsistent with the as0built conditions.

According to the MGA *Destructive Testing 11/2/2017* document, Photo 6A was taken at the rear elevation of Building B and shows kick-out flashing. CSE observed the same location and found the kick-out flashing absent and a metal flashing “cap” over the end of the wood trim members (Photo 6B). CSE agrees kick-out flashing is required at eave roof-to-wall intersections. However, it appears the original kick-out flashing removed as part of the MGA investigation was not reinstalled.

CSE Recommend Scope of Repair

- Inspect, confirm, and repair, as necessary, kick-out flashing absent at the eave roof-to-wall intersection.
- Replace the kick-out flashing that may have been removed during plaintiff investigation.



Photo 6A

Photograph by MGA. Red arrow by CSE to identify kick-out flashing.



Photo 6B

**2 - HARDIEPLANK® HORIZONTAL SIDING**

MGA Recommended Scope of Repair

*“Remove all siding and repair all damaged sheathing. Apply a fluid applied WRB and install all new Hardie Plank siding in accordance with the recommendations of the manufacturer. Integrate all new flashing (.032 aluminum) with WRB and include end dams. Positive slope all horizontal flashing legs. Use 6” exposure at siding boards.”*

Discussion

MGA alleges several horizontal lapped cementitious siding installation deficiencies within Section B of the report. CSE disagrees that a comprehensive repair scope is necessary based on the absence of MGA field observations to support a comprehensive repair, the absence of a simplified comparison to published siding



attachment tables (e.g. APA Q250) without evaluating in-service conditions, and ignoring industry standards and manufacture information for repair work. Specifically:

- a. MGA did not produce photo documentation of sheathing damage in the field of the wall for cementitious horizontal siding. Sheathing damage was limited to roof-wall intersections, windows, and/or cementitious panel siding (which is covered by MGA recommendation 3). Therefore, it is the opinion of CSE that the complete removal of the horizontal cementitious siding is considered to be unnecessary for sheathing repair.
- b. Knowledge of the nail diameter and shank profile (e.g., ring or smooth) is critical to fastener capacity and to using the published building code and/or James Hardie (Hardie) tables. It does not appear that MGA measured the nail shank diameter or considered fasteners into structural panel sheathing as permitted by the IRC, Hardie installation instructions, and APA - The Engineered Wood Association (APA).

CSE performed an engineering analysis for the in-service conditions of the fasteners observed to determine the need for supplemental fasteners. Hardie published Technical Bulletin #17 to address approved fastening techniques for HardiePlank® Lap Siding. The document permits double nailing “in circumstances of repair or when a correction is necessary to meet fastening requirements that would otherwise require replacement of the siding.” In the context of Technical Bulletin #17, double nailing means installing supplemental face nails to panels initially installed with blind nailing. Therefore, removal of HardiePlank® Lap Siding is not necessary to meet fastening requirements for code prescribed wind pressures.

- c. CSE measured an approximate one inch (1”) gap between the bottom of the siding and top surface of the shingles (Photo 7). Hardie published literature locates the state of South Carolina in HZ10 for product installation. The HZ10 requires a one inch to two inch (1”-2”) gap between the bottom panel edge and roofing. Observed gaps were present and no damage was identified as a result of measured distances between seven-eighths inch and one inch (7/8” - 1”). Therefore, it is the opinion of CSE that no repair is required.



Photo 7

### CSE Recommend Scope of Repair

#### Supplemental Fasteners

- Install supplemental fasteners at twenty-four inches (24”) on center. Use 6d ring shank nails, face nailed through the plank overlap in accordance with manufacturer installation instructions and Hardie Technical Bulletin #17. Pre-drill siding for face nailing to avoid damage.
- Finish nail heads in accordance with siding manufacture instructions.



### Siding Gap at Roof-to-Wall Intersection Along Roof

- Inspect, confirm, and repair, as necessary, the distance between horizontal siding and shingle/metal roof cover.
- Trim horizontal cementitious siding along roof slope to create an approximate one inch (1") gap between the siding and roof cover (7/8-inch gap with no visible damage is acceptable).
- Prime and finish siding cut edge to match.
- No repair allowance

### Sealant at Metal Flashing and Horizontal Siding Interface

- Inspect, confirm, and remove, as necessary, sealant installed between metal flashing and cementitious horizontal siding.

## **3 - HARDIEPANEL® SIDING**

### Plaintiff Recommended Scope of Repair

*"Remove and reinstall all new Hardie Plank panels at rear walls using furring strips and fluid applied WRB integrated with flashing at all key joints to match existing aesthetics."*

### CSE Comment

MGA alleges that several of the horizontal cementitious siding installation deficiencies outlined within Section B of the MGA report applies to the cementitious panel products installed. Based on our review of the MGA report, it appears that the proposed comprehensive scope of repair is based on the extensive investigation performed at Building A. It should be noted that a minimal number of observations and/or destructive testing was performed at the other buildings within the subject development.

CSE removed cementitious panel siding at several representative locations throughout the project to quantify damage that may be attributed to improper installation. Specifically, CSE limited destructive testing of the cementitious panel wall covers was performed at the following locations:

- Buildings B, E and F rear elevation
- Return walls without an opening (Building A)
- Bay/box windows (Buildings C and K)
- Base of wall at a rear balcony (Building G).

Observed damage was limited to the rear elevation of Building A (MGA photographs) and one(1) location of building G between the base of wall and rear balcony corner. All other observed locations appeared serviceable with no evidence of significant water intrusion or performance issues.



CSE also reviewed HardiePanel® siding installation instructions from the dates of original construction. The published instructions permit the panel product to be installed over the weather-resistive barrier (WRB) without the MGA recommend furring strips.

### CSE Recommend Scope of Repair

#### Building A

- Remove all the existing cementitious panels, WRB, and trim at the rear elevation. No repair of the return wall is required.
- Inspect, confirm, and repair, as necessary, wood sheathing and framing. Block all new sheathing joints. Allow sixteen hundred square feet (1600 sf) of repairs to the vertical panel siding area to include siding and wood framing.
- Install new head flashing at window and doors in accordance with the building code and accepted industry standards.
- Install fluid applied WRB to entire wall surface and integrate with flashing in accordance with manufacturer installation instructions.
- Install HardiePanel® panel siding in accordance with the building code, manufacturer installation instructions, and accepted industry standards.
- Install HardieTrim® boards in accordance with the building code, manufacturer installation instructions, and accepted industry standards.
- Finish to match existing.

#### Other Buildings.

- Remove cementitious panel and/or trim between the base of wall and main floor window sill and/or balcony. See Photos 8A, 8B, and 8C.



Photo 8A



Photo 8B

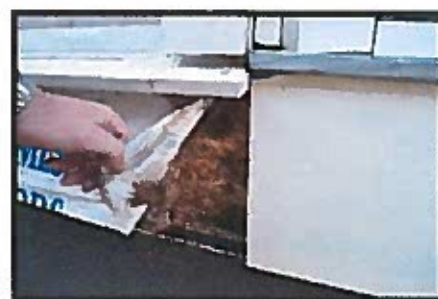


Photo 8C

- Inspect, confirm, and repair, as necessary, wood sheathing and framing at rear wall. Block all new sheathing joints.



- Install fluid applied WRB to repaired wall surface and integrate with existing WRB/flashing in accordance with manufacturer installation instructions.
- Install HardiePanel® panel siding in accordance with the building code, manufacturer installation instructions, and accepted industry standards.
- Install HardieTrim® boards in accordance with the building code, manufacturer installation instructions, and accepted industry standards.
- Finish to match existing.
- For buildings B, E, F, G, and and H, allow three-hundred fifty square feet (350 sf) of repairs for each building. For buildings C and D, allow two-hundred fifty square feet (250 sf) of repairs to each building.

#### **4 - WINDOWS**

##### MGA Recommended Scope of Repair

*“Remove all YKK-AP windows and wrap rough openings with fluid applied WRB. Replace windows with new DP rated windows in accordance with new codes in effect. Windows to match existing type and install in accordance with manufacturer’s recommendations. Replace windows with Series 8100 as manufactured by Custom Window Services Inc. or approved equal to meet the following criteria. Contractor to confirm existing size openings and new window dimensions for code required egress at floor levels.*

*White single hung solid vinyl window*

*Low e, Laminated, insulate glass*

*Large missile impact resistant glazing*

*Meet DP rating as called for in adopted IBC at the time*

*No j-channel or Florida Flange*

*Meet 2009 IEED requirements of solar heat gain coefficient of less than 0.30 and U-Value less than 0.50.”*

##### Discussion

Limited destructive tests were conducted by CSE to observe the window installation and surrounding exterior sheathing. It is the opinion of CSE that the windows were properly installed in accordance with the applicable building code and accepted industry recommendations. The exterior sheathing appeared to be in a serviceable condition (Photo 9). Specifically:



Photo 9

- The WRB extended over the self-adhered flashing (SAF) at the window head (Photo 10);
- At the window sill, the nail flange was installed over the SAF and the SAF was installed over the WRB (Photo 11); and,
- The WRB was installed behind the nail flange at the jamb (Photo 12).



ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245



Photo 10



Photo 11



Photo 12

MGA issued an August 14, 2017 letter to Mr. Cary Krieger that summarized the limited site visit to unit #3013. Within the letter, MGA recommended (not require) window replacement.



Windows may be removed and reinstalled as part of the repair to damaged wood framing members. Specifically, the 2015 International Building Code (IBC) references the 2015 International Existing Building Code (IEBC) in Section 102.6. IEBC Section 502.3 permits related work to non-damaged components that is necessary for the required repair of the damaged components to be part of the repair. Therefore, window replacement is not required as part of the repair to wood framing members.

**III. Recommendations**  
The entire rear wall and adjoining side walls constructed with the panel pattern must be demolished and re-built to create a functioning water management wall. After structural members are repaired and or replaced, new sheathing should be installed with a fluid applied WRB (weather resistive barrier) installed on it and into the window openings. Furring strips should be installed vertically to allow installation of the Hardie Plank boards to create the same aesthetic pattern that currently exists. Use head flashing with end dams integrated with the WRB at the window heads and flashing integrated with the WRB at the first floor band and at other appropriate horizontal trim bands. **New windows are recommended.**

Additionally, MGA implied that the windows may be insufficient for design pressures (DP) and impact rating. The windows reported by MGA and observed by CSE meet the fifty pounds per square foot (50 psf) design wind pressure requirements at the time of construction and at the time of this scope of repair. Lugs present around the windows are for protective panels to be installed for a wind event that meet the code accepted window protection requirements at the time of construction (Photo 13). CSE also observed a shutter system that appeared to be for a wind event. Therefore, the original windows are acceptable and may be reused when repair work necessitates their removal.

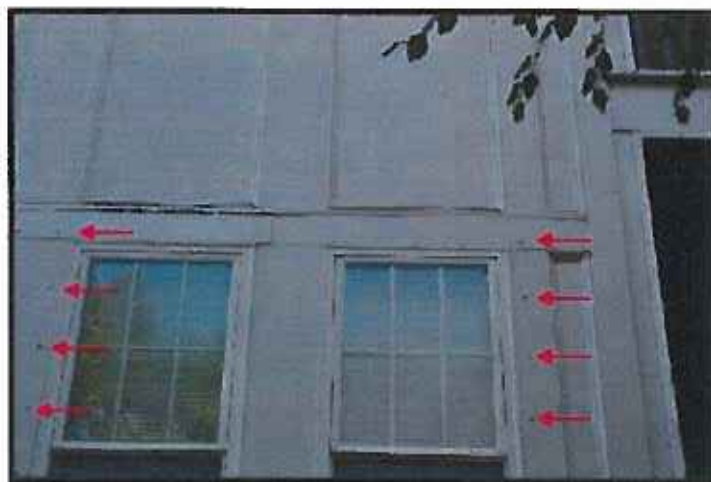


Photo 13



ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CPL005245

CSE Recommend Scope of Repair

- None

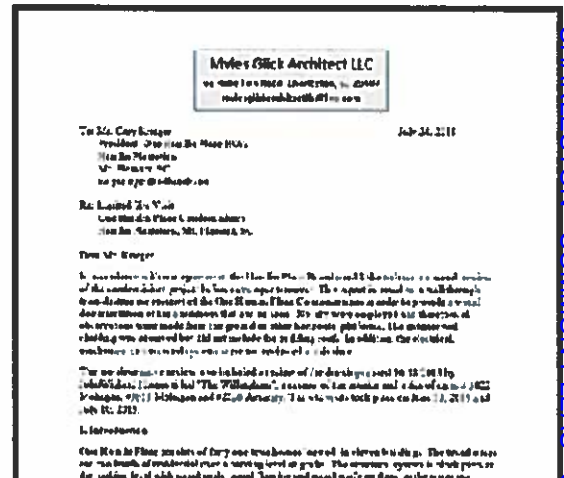
**5 - Brick Rowlock**

MGA Recommended Scope of Repair

*"Replace all brick rowlock to be in compliance with BIA (Brick Institute Association) Standards in effect at the time of the construction repairs. Match existing brick."*

Discussion

The BIA recommends (does not require) a brick rowlock slope of fifteen degrees (15°) at windows and doors for drainage in Technical Note 28 Figure 7. MGA measured and photographed the brick rowlock to have a positive slope to direct water away from the building. Additionally, MGA issued a July 24, 2015 letter to Mr. Cary Krieger regarding a limited site visit that included brick veneer observations. Within the letter, MGA acknowledged *"No damage should result from this industry standard violation if the sealant joint maintained between the brick and wood band intersection."* Therefore, no repair work is considered to be necessary since rowlock slope is present, the backing is CMU, and there is an absence of damage originating from the installed condition.



**III. General Observations**

1. Lack of proper slope on all brick foundation walls and brick covered piers. Slope should be 15%.

*No damage should result from this industry standard violation if the sealant joint is maintained between the brick and wood band intersection.*

CSE Recommend Scope of Repair

- None

**6 - ROOF COVER**

MGA Recommended Scope of Repair

CSE has summarized the MGA proposed roof repair:

**SHINGLE ROOF - Buildings 2, 4, & 6 (I, J & K):**

- Entire shingle installation must be removed and replaced in accordance with the South Carolina Residential Building Code, manufacturer installation requirements and recommendations, and industry standards of care.

**HYDRO-STOP ROOF - Buildings 7, 8, 9, 10, & 11 (D, E, F, G, & H):**

- Install cant strips at each roof-to-wall intersection.



- Repair each roof to provide the code required 1/4 in 12 roof slope.
- Re-coat the entire roof surface and parapet walls in accordance with all requirements and recommendations of the manufacturer.

#### TPO ROOF - Buildings 1 & 3 (A & B):

- Repair edge terminations and metal drip edge seams
- Remove and replace previous surface sealant
- Repair reverse lap seams
- Repair each roof to provide the code required 1/4 in 12 roof slope
- Replace damage sheeting on vertical parapet wall of building 3 (B).
- Provide correct roof-to-wall integration of membrane
- Remove and replace metal parapet cap (coping)
- Remove and replace metal boot

#### MODIFIED BITUMEN ROOF - Building 5 (C)

Entire roof installation must be removed and replaced in accordance with the code and all manufacturer's requirements and recommendations, and appropriate industry standard of care.

#### A. SHINGLE ROOF COVER - BUILDINGS I, J, & K

##### Discussion

CSE performed a visual survey of the roof cover for each building and found the shingle roof cover to be in serviceable condition. It was noted that the roof underlayment was observed to be incomplete along the eave and rake. Additionally, the shingles on the low-slope shed roofs that cover dormers should be removed and replaced to correct the single layer of underlayment observed. The applicable building code requires two (2) layers of underlayment for these roof areas. CSE is unaware of any roof leaks associated with the shingle roof cover.

##### CSE Recommend Scope of Repair

- Inspect, confirm, and repair, as necessary, roof underlayment installation at eave and rake locations for each building (Photo 14).
- Roof underlayment terminates within two inches (2") of metal drip edge may be repaired by one of the two methods described:
  - Install self-adhered bituminous roofing membrane in a weather lapped manner. The edge of the self-adhered bituminous roofing membrane should be installed beneath the existing roof underlayment and over the metal drip edge. Each lap should be a minimum of two (2) inches.
  - Install a new metal drip edge with a four inch (4") leg that extends below the existing roof underlayment in a weather lapped manner.
- Roof underlayment terminates greater than two inches (2") of metal drip edge:

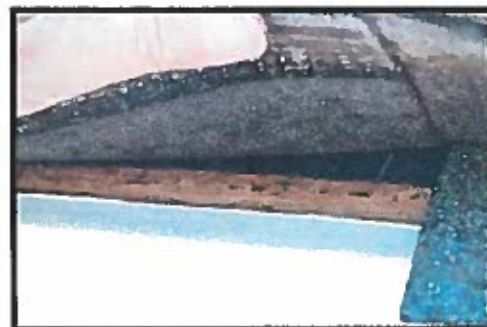


Photo 14



- Remove courses of shingles to locate underlayment, as determined to be necessary.
- Install self-adhered bituminous roofing membrane or a strip of asphalt-saturated felt underlayment in a weather lapped manner. The self-adhered bituminous roofing membrane or asphalt-saturated felt underlayment should be installed beneath the existing roof underlayment and over the metal drip edge at the eave.
- For Buildings I and K, allow four hundred seventy-five linear feet (475 LF) for each building. For Building J, allow six hundred and ten linear feet (610 LF).
- Remove shingles and underlayment on low-slope shed dormers in accordance with the building code. Install two (2) layers of underpayment and metal drip edge. Extend underlayment up the rake of the main roof a minimum of three (3) shingle courses. Integrate new underlayment in a shingle-like manner with existing underlayment. Install new shingles of like kind and quality over repaired dormers. Allow repair to eight (8) shed dormer locations; eighty-five square feet (85 sf) for each shed dormer.
- Remove shingles and underlayment on shed roofs slopes less than 4 in 12. Install two (2) layers of underlayment and metal drip edge below shingles. Extend underlayment up the rake of the main roof a minimum of three shingle courses. Integrate new underlayment in a shingle-like manner with existing underlayment. Install new shingles of like kind and quality over repaired roof areas. Allow repair to twelve hundred ninety square feet (1290 sf) for Building I, fifteen hundred forty square feet (1540 sf) for Building J, and one thousand forty square feet (1040 sf) for Building K.

## B. HydroStop Roof Cover - Buildings D, E, F, G, & H

### Discussion

CSE performed a visual survey of the roof cover for each building and found the HydroStop roof cover to be in serviceable condition. The roof cover and coping displayed wear characteristics normal to the current service-life. The wear characteristics observed by CSE were similar to those shown in photographs taken by MGA. CSE is unaware of any roof leaks; therefore no repair is necessary. HydroStop details and recommends a preventative maintenance schedule for the roof cover. CSE suggests the recommended maintenance be implemented by the owners.

CSE did observe damage to the parapet wall cover and framing that appeared to be made from an external impact (Photo 15). This damage is not considered to be a construction defect and should be repaired as part of building maintenance.

One of the allegations by RTM that is part of the MGA report is insufficient roof slope. The code required 1/4 in 12 slope noted by MGA is a design slope. CSE is unaware of specific areas that do not comply with the required slope; however, the actual in-service roof slope will always be less than the 1/4 in 12 due to structural member deflection.



Photo 15



CSE has authored and co-authored published articles that demonstrate a framing member installed to the code prescribed 1/4 in 12 deflects in-service. The deflected member will always have a slope less than 1/4 in 12 that contributes to ponding toward the low end. Therefore, the slope measured by RTM is expected and not a construction deficiency.

### CSE Recommend Scope of Repair

- None

### C. TPO Roof Cover - Buildings A & B

#### Discussion

CSE performed a survey of the roof cover for each building and found the TPO roof cover to be in serviceable condition. CSE noted the membrane to be short of the cementitious panel that covers the parapet edge. This condition has resulted in edge swell of the oriented stand board (OSB) (Photo 16). Integration of the membrane with the siding is necessary to provide a weather-tight enclosure. Additionally, CSE observed several gaps in the metal parapet coping and agrees with MGA the parapet coping should be repaired and/or maintained in some locations (Photos 17 and 18).

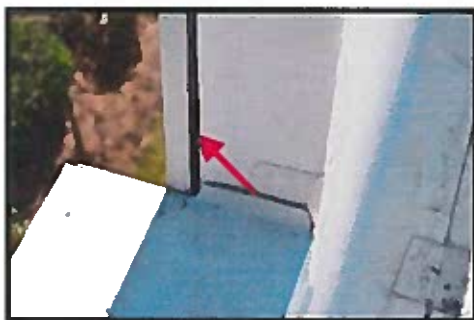


Photo 16

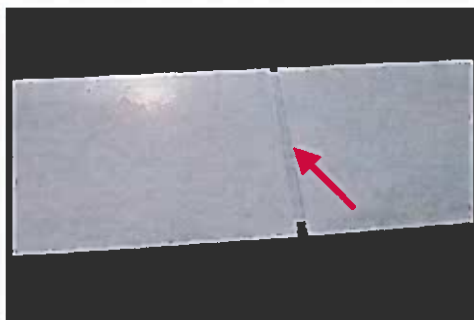


Photo 17

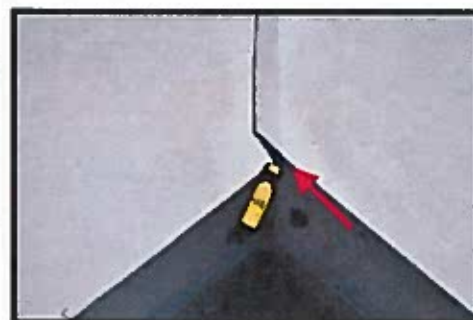


Photo 18

One of the allegations by RTM that is part of the MGA report is insufficient roof slope. The code required 1/4 in 12 slope noted by MGA is a design slope. CSE is unaware of specific areas that do not comply with the required slope; however, the actual in-service roof slope will always be less than the 1/4 in 12 due to structural member deflection. CSE has authored and co-authored published articles that demonstrate a framing member installed to the code prescribed 1/4 in 12 deflects in-service. The deflected member will always have a slope less than 1/4 in 12 that contributes to ponding toward the low end. Therefore, the slope measured by RTM is expected and not a construction deficiency.

### CSE Recommend Scope of Repair

- Inspect, confirm, and repair, as necessary, each membrane termination at parapet wall corners.
- Remove the trim and cementitious panel, as necessary, at the corner to integrate the membrane. Allow repair to 4x8 foot parapet area at one (1) location on two (2) buildings.
- Inspect, confirm, and repair, as necessary, all metal parapet wall copings. Allow two-hundred twenty-five linear feet (225 LF) on two (2) buildings to be inspected. Allow eight (8) locations for parapet coping repair.



## D. Bitumen Roof Cover - Building C

### CSE Comment

CSE performed a survey of the roof cover for Building C and found the bitumen roof cover to be serviceable and expected to function in normal weather conditions. CSE observed wrinkles in the roof cover and random “fishmouth” gaps at locations where the roof cover overlaps (Photo 19). The wrinkles are at locations that are approximately forty-eight inch (48”) on-center and appear to be caused by expansion and contraction of the wood substrate below the roof system. Localized repair of each “fishmouth” should be performed to extend the service life of the roof cover.

One of the allegations by RTM that is part of the MGA report is insufficient roof slope. The code required 1/4 in 12 slope noted by MGA is a design slope. CSE is unaware of specific areas that do not comply with the required slope; however, the actual in-service roof slope will always be less than the 1/4 in 12 due to structural member deflection. CSE has authored and co-authored published articles that demonstrate a framing member installed to the code prescribed 1/4 in 12 deflects in-service. The deflected member will always have a slope less than 1/4 in 12 that contributes to ponding toward the low end. Therefore, the slope measured by RTM is expected and not a construction deficiency.

### CSE Recommend Scope of Repair

- Inspect, confirm, and repair each “fishmouth” gap.
- Cut the membrane at the “fishmouth” to lay in contact with the substrate.
- Seal the membrane in accordance with accepted industry standards to maintain a weather-tight roof cover.

## **7 - REAR FENCES**

### MGA Recommended Scope of Repair

*“Install horizontal blocking at all rear fences of two feet on center and repaint to match existing.”*

### Discussion

CSE understands that the IRC describes geometric requirements for barriers (e.g. swimming pool enclosure) and guardrails (e.g. decks). However, requirements for a fence used to define a boundary, serve as landscaping, and/or hide an undesirable view is not part of the building code. Additionally, the code does not detail requirements for the performance of a wood fence. It is the opinion of CSE that this allegation is a maintenance responsibility of the owner.

### CSE Recommend Scope of Repair

- None



## **8 - UNIT 2020 INTERIOR DOOR**

### MGA Recommended Scope of Repair

*"Replace warped door in unit #2020."*

### Discussion

It is the opinion of CSE that there is insufficient information from MGA to identify how the door became warped. The MGA photograph of the top edge implies the door rubs against the frame. Elevated temperatures and humidity levels may be the source of the door expansion to cause "sticking". Additional information is required to evaluate this allegation. Therefore, no repair is considered necessary at this time.

### CSE Recommend Scope of Repair

- None

## **9 - CEILING CRACK**

CSE was made aware of a recurring second floor ceiling crack at the Loft/ Owners Suite transition in two (2) units. The recurring ceiling cracks were not reported by MGA. CSE believes the two (2) units are the Wellingham model.

Photo 19 is a view of the Loft/Owner Suite transition. CSE believes the condition to be "ridging" as described in *GA-221-2017 Causes, Prevention, and Repair of Joint Ridging and Centerline Cracking* published by the Gypsum Association (GA). The frequent cause of ridging is environmental conditions that result from wood member movement. The attic insulation is located immediately below the roof deck to allow the truss bottom chord to experience variations in the temperature and humidity levels. This movement can result in gypsum ridging and cracking. Homeowners should maintain stable indoor conditions to minimize joint ridging and cracking.

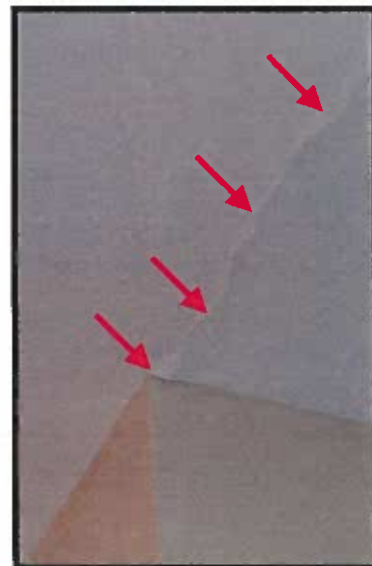


Photo 19



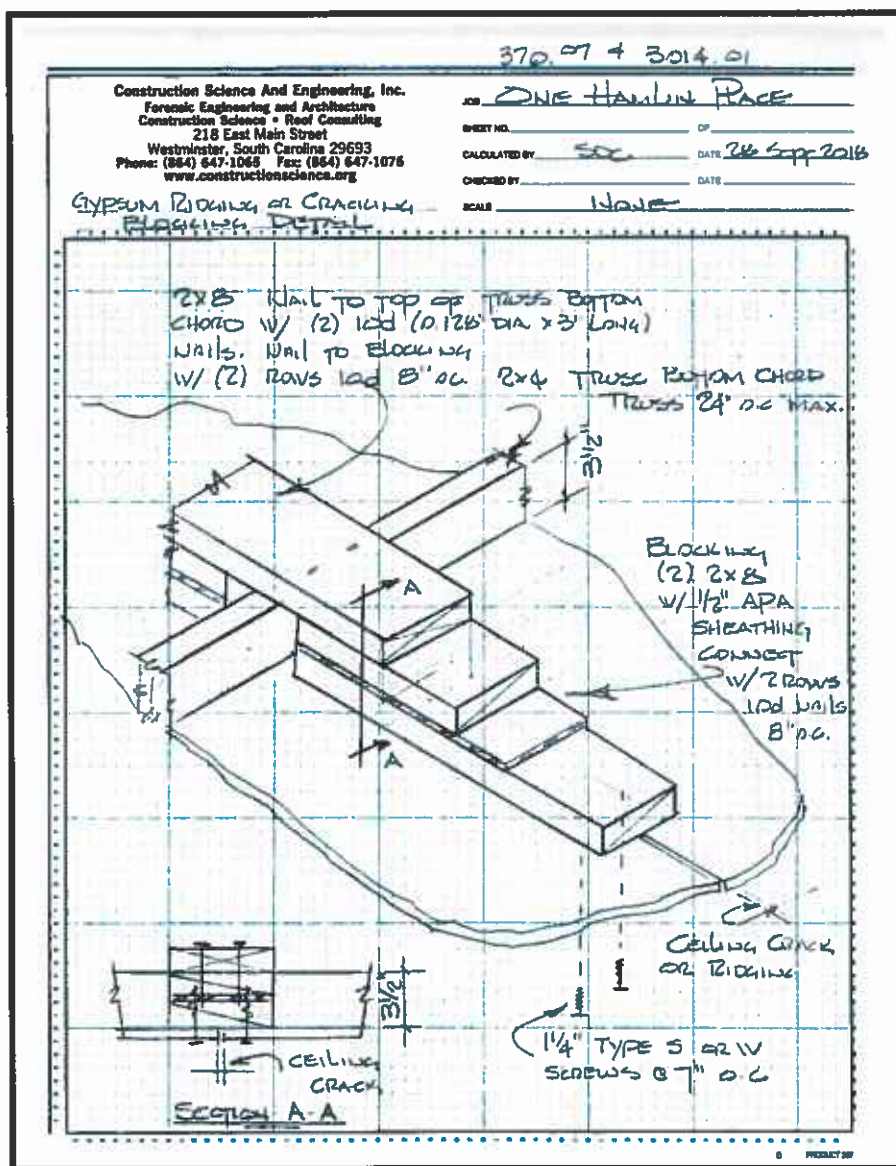
Photo 20

CSE also acknowledges gypsum workmanship and/or the minimal joint blocking observed in the attic may contribute to the observed ridging (Photo 20). Therefore, CSE has provided a recommended scope of repair for the Wellingham models we believe were constructed at One Hamlin Place. Homeowners are also made aware some gypsum cracking is acceptable. Specifically, the South Carolina Residential Construction Standard (SCRCS) Chapter VI states "Cracks not exceeding 1/16 inch in width are common in gypsum wallboard installations and are considered acceptable."



CSE Recommend Scope of Repair

- Back-block gypsum board joint with flat-wise 2x8 blocks to match truss both chord depth. For 2x4 truss bottom chord, fasten 15/23" plywood/oriented strand board "sandwiched " between two (2) 2x8 members with two (2) rows 10d (0.128" diameter x 3" long) nails eight inches (8") on center. The block should be minimum 16" and centered between truss bottom chord. Place a continuous 2x8x6' across the top of the blocking and truss bottom chords and fasten to truss bottom chord with two (2) 10d nails. Fasten continuous 2x8 to each back-block covered with four 10d nails. See Sketch this page.
- Remove damaged tape and joint compound. Sand area to remove residual materials.
- Install one and one-quarter inch (1-1/4") Type S or W screws through gypsum ceiling seven inches (7") on center into 2x8 back-blocking.
- Re-tape and finish as an end joint, feathering as wide as necessary to create an essentially fast surface. All work to be in accordance with industry standards.
- Paint to match existing.
- Allow repair to six (6) linear feet of gypsum joint in twenty-five (25) Wellingham units.



Watkins Services, Inc.  
 Bus:(843)448-3900  
 Fax:(843)448-7150

One Hamlin Place (bldg A,B,J,K)  
 per  
 CSE scope of repair

RECORD ON APPEAL 0714  
 1 of 2  
 1/27/20

ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
<b>GR</b>	<b>GENERAL REQUIREMENTS</b>						
gr1	Project superintendent	Wk	17		1,400.00	24,248.00	4.33 weeks per month
gr2	Utilities	Mo	4	500.00		2,000.00	
gr3	General Tools & Materials	Mo	4	125.00		500.00	
gr4	Mobilize Site with Job Office/Storage	LS	1		500.00	500.00	
gr5	Pickup Truck	Mo	4	440.00		1,760.00	
gr6	Dumpster	Pull	3	660.00		1,980.00	
gr7	Allowance for scaffold/access	Mo	4	2,000.00		8,000.00	
gr8	Office/Storage Rental	Mo	4	150.00		600.00	
gr9	Temporary Toilet	Mo	4	375.00		1,500.00	
gr10	Landscaping	Bldg	4	250.00		1,000.00	
	<b>total</b>					<b>42,088.00</b>	
<b>1.00</b>	<b>KICK-OUT FLASHING</b>						
1.01	Survey kick out flashing locations	Bldg	4		40.00	160.00	
1.02	Repair missing kick out where DT done	Ea	1	50.00	200.00	250.00	only saw mention of 1 DT in report
	<b>total</b>					<b>410.00</b>	
<b>2.00</b>	<b>HARDIEPLANK HORIZONTAL SIDING</b>						
2.01	Survey/Mark wall/Install face nail	SF	20,108	0.10	1.00	22,118.80	
2.02	Pressure wsh siding	SF	20,108	0.05	0.25	6,032.40	
2.03	Paint siding & trim	SF	20,108	0.25	0.75	20,108.00	
2.04	Allowance for nail pop	SF	20,108	0.10	0.50	12,064.80	
2.05	Remove/Reinstall shutters	Pr	64	5.00	40.00	2,880.00	
2.06	Allowance for siding gap at roof/wall	Bldg	4	25.00	120.00	580.00	assume 3 man hours per bldg
2.07	Allowance for inspect/remove sealant at metal flashing	Bldg	4		160.00	640.00	assume 4 man hours per bldg
	<b>total</b>					<b>64,424.00</b>	
<b>3.00</b>	<b>HARDIEPANEL SIDING</b>						
3.01	Remove/Replace Hardipanel and trim (incl/ paint)	SF	1,950	5.00	15.00	39,000.00	Qty per CSE
3.02	Remove/Replace framing (and sheathing)	SF	1,950	2.25	7.50	19,012.50	Qty per CSE
3.03	Prep/Install fluid applied waterproofing	SF	1,950	1.00	2.00	5,850.00	Qty per CSE
3.04	Remove/Replace insulation	SF	1,950	0.60	0.40	1,950.00	
3.05	Remove/Reinstall windows	Ea	38		300.00	11,400.00	
3.06	Remove/Replace rough opening flashing	LF	684	0.50	2.50	2,052.00	
3.07	Allowance for interior repairs	SF	1,950	2.00	8.00	19,500.00	incl/ trim, gyp, paint, etc
3.08	Allowance for structural support on bldg A	Bldg	1	500.00	10,000.00	10,500.00	
	<b>total</b>					<b>109,264.50</b>	
<b>4.00</b>	<b>WINDOWS</b>						N/A per CSE
	<b>total</b>						<b>Memo Exhibit D-001</b>

Watkins Services, Inc.  
 Bus:(843)448-3900  
 Fax:(843)448-7150

One Hamlin Place (bldg A,B,J,K)  
 per  
 CSE scope of repair

RECORD ON APPEAL 0715  
 2 of 2  
 1/27/20

ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
<b>5.00</b>	<b>BRICK ROWLOCK</b>						N/A per CSE
	<b>total</b>						
<b>6.00</b>	<b>ROOF COVER</b>						
6.01	Remove/Replace shingles at eaves & rakes	LF	1,085	2.00	5.00	7,595.00	
6.02	Remove/Replace shingles at low slope shed dormers	SF	425	2.00	5.00	2,975.00	
6.03	Remove/Replace shingles on shed roofs	SF	2,580	2.00	5.00	18,060.00	
6.04	Remove/Replace/Repair hardi panel to intergrate membrane	SF	32	10.00	20.00	960.00	Qty per CSE
6.05	Inspect parapet coping	LF	225		0.50	112.50	Qty per CSE
6.06	Allowance for parapet coping repair	Loc	8	50.00	100.00	1,200.00	Qty per CSE
	<b>total</b>					<b>30,902.50</b>	
<b>7.00</b>	<b>REAR FENCES</b>						N/A per Cse
	<b>total</b>						
<b>8.00</b>	<b>UNIT 2020 INTERIOR DOOR</b>						N/A per Cse
	<b>total</b>						
<b>9.00</b>	<b>CEILING CRACK</b>						All bldg A & B
9.01	Prep/Install back blocking	LF	180	2.00	5.00	1,260.00	Allow 20 lf per unit
9.02	Remove/Replace gyp tape joint	LF	54	0.50	4.00	243.00	6 lf per CSE
9.03	Prep/Paint ceiling	SF	900	0.25	1.75	1,800.00	Allow 100 sf per unit
9.04	Prep/Clean for repair/paint	Unit	9	20.00	120.00	1,260.00	Allowance
	<b>total</b>					<b>4,563.00</b>	
	<b>Subtotal</b>					<b>251,652.00</b>	
	Permits & License	Pct	1.25%			3,145.65	
	Overhead	Pct	10.00%			25,165.20	
	Profit	Pct	10.00%			25,165.20	
	Contingency	Pct	10.00%			25,165.20	
	A/E fees	Pct	7.50%			18,873.90	
	<b>TOTAL</b>					<b>349,167.15</b>	

**One Hamlin**  
**Repair Estimate Buildings 5-11 CSE Scope**  
**8/24/21**

Estimate by George Cook  
 Cook Bonner Construction, Inc.

ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Work Item	Quantity	Unit	Material	Labor	Subcontract
<b>General Conditions and Sitework</b>					
General protection	-	ls	720	400	
Temporary facilities					
Toilet (2 ea)	5	mo	870		
Storage	-	ls	1,200		
Signage, submittals	-	ls	600		
Cleanups					
Continuous	-	ls		1,194	
Dumpster	3	ea			1,530
Documentation (photography, file organize)	-	ls		1,500	
Expendables and tool rentals	-	ls	825		
Superintendent (70%)	6	mo		31,312	
Allowance for engineer/architect	-	ls			16,000
Landscape repair allowance	-	ls			4,500
<b>Subtotal</b>			<b>4,215</b>	<b>34,406</b>	<b>22,030</b>
<b>Kickout Flashing</b>					
Roofing subcontract	3	ea			1,300
Siding repairs	3	ea	44		360
Touch up paint	3	ea			300
<b>Subtotal</b>			<b>44</b>	<b>-</b>	<b>1,960</b>
<b>Hardi Plank Horizontal Siding</b>					
Renailing					
Subcontract	34,328	sf			99,551
Nails and shipping	500	#	4,704		
Touch up paint	-	ls	510		555
Allowance for blowout replacement	500	lft	415		1,300
Pumpjack setups	24	ea			3,600
Rake gap intersection repairs					
Protect roofing	14	lft	25		35
Subcontract	-	ls			420
Minor repairs	-	ls	84		200
Painting	-	ls			200
Sealant removal at flashing					
Subcontract	350	lft			1,020
<b>Subtotal</b>			<b>5,738</b>	<b>-</b>	<b>106,881</b>

<b>Hardi Panel Siding</b>					
Demo existing panels and substrate	546	lft			1,512
Repair allowance as specified	1,900	sf	4,955		17,000
Liquid applied membrane	2,068	sf	4,549		1,250
Install blocking and band board	546	lft	4,715		4,727
Panel mould and misc trim	2,068	sf	1,196		10,919
Flashing	546	lft	1,353		
Paint and caulk	-	ls			5,556
<b>Subtotal</b>			<b>16,768</b>	<b>-</b>	<b>40,964</b>
<b>Windows</b>					
No work	-	ls	-	-	-
<b>Subtotal</b>			<b>-</b>	<b>-</b>	<b>-</b>
<b>Brick Rowlock</b>					
No work	-	ls	-	-	-
<b>Subtotal</b>			<b>-</b>	<b>-</b>	<b>-</b>
<b>Roof Cover</b>					
<b>Bldg C(5) Bitumen (4787 sf)</b>					
Inspection	-	ls			600
Roof repair subcontract	-	ls			6,600
<b>Bldg I(6) Shingle</b>					
Eave work	475	lft			11,000
R/R shingles at dormer	3	ea			2,850
R/R shingles at low slope	1,290	sf			8,940
<b>Bldg 7-11 Allowance for misc. caulk and sealant (Feltman)</b>					
	-	allow			5,000
<b>Subtotal</b>			<b>-</b>	<b>-</b>	<b>34,990</b>
<b>Rear Fence</b>					
No work	-	ls	-	-	-
<b>Subtotal</b>			<b>-</b>	<b>-</b>	<b>-</b>
<b>Unit 2020 Interior Door</b>					
No work	-	ls	-	-	-
<b>Subtotal</b>			<b>-</b>	<b>-</b>	<b>-</b>
<b>Ceiling crack (22 Wellingham units)</b>					
Protect and prepare	22	ea	1,601	3,850	
Carpentry	22	ea	689		8,110
Repair sheetrock	22	ea			10,450
Painting	22	ea			6,800
Cleanup	22	ea		1,540	
<b>Subtotal</b>			<b>2,290</b>	<b>5,390</b>	<b>25,360</b>

<b>Subtotal of Above</b>			<b>\$ 29,055</b>	<b>\$ 39,796</b>	<b>\$ 232,185</b>
Sales tax	9 %				2,615
Labor tax	28 %				11,262
General liability	6 M				1,806
Permits	-	ls			2,612
City license	-	ls			2,183
<b>Subtotal</b>					<b>321,514</b>
General Overhead	13 %				41,154
Profit	11 %				33,759
Contingency	7 %				22,506
<b>TOTAL ESTIMATE</b>					<b>418,933</b>



CUSTOM RESIDENTIAL &  
LIGHT COMMERCIAL  
CONSTRUCTION

August 24, 2021

Mr. Blake McKie  
Duffy & Young, LLC  
96 Broad Street  
Charleston, SC 29401

Re: One Hamlin, Mt. Pleasant

Dear Blake:

You had asked us to prepare an estimate of the cost of the work as stated in the 5/23/19 report prepared by Construction Science and Engineering Company in regards to the above project. *Our original 4/10/20 report has been updated to adjust for current pricing of materials and labor. Based on review of several new documents, we have also revised our report a bit. To help, we have italicized changes in the report.*

To that end, we have prepared this utilizing the following:

Various site visits  
Report prepared by Myles Glick dated 3/8/18  
Deposition of Paul Kennedy dated 4/17/19  
Estimate prepared by Kennedy Richter Construction (undated)  
Report prepared by CSE dated 5/23/19  
43 years of construction experience  
*Review of the Watkins file for buildings outside this report*  
*Review of the Feltman Roofing reports e-mails and proposals*

The scope of work varies significantly between the Glick and CSE report. Our estimate is limited to the scope of the CSE report with some minor adjustments based on observations in the field. Also, per instructions we have limited our estimate to Buildings 5-11 (the CSE Report identifies them as C-I).

Our estimate is attached.

As with any estimate it is important to list the basis of assumptions that are made to estimate.

#### General

1. We assume that work can be done during all normal business hours and that access to the interior of the units does not require anything abnormal
2. For the work on the interior, we assume that any personal belongings would be removed from the area of work by others. We would provide general protection and cleaning
3. We assume that we would not be supplying any additional property insurance
4. We assume that the Town of Mt. Pleasant would not require working drawings for this scope and that a general description of scope would suffice
5. We did not see where any Community Fees or ARB Fees would be required
6. We assume no code upgrades would be required for our work

COOK BONNER  
CONSTRUCTION, INC.

147 WAPPOO CREEK DRIVE  
SUITE 302  
CHARLESTON, SC 29412

PH. 843.795.9301  
FAX 843.795.9302

Memo Exhibit E-004  
RP COMPANIES 008177

**General Conditions**

1. We generally would work on one to two buildings at a time. This may vary by trade as certain ones like the roofer would continue until all buildings were completed and be in advance of other trades

**Kickout Flashing**

1. There are 24 kickout conditions in the Buildings of concern (5-11). From observation we were able to confirm that most had the flashing. Some were concealed by gutters and we could not confirm without a lift or other access. The report showed conditions that needed work but they were not in our group. There were no obvious issues but we included repairs for 3 just to be on the conservative side. *The Feltman Roof Inspection Report does not indicate concern for any of these conditions. We do not know if the specific conditions in the CSE report were reviewed and found to be adequate or if they were overlooked. To be safe, we kept these 3 included as a precautionary measure but they could be deleted based on the roofer's report.*

Building	# Potential Locations	# Observed Missing
Building 5 (C)	4	0
Building 6 (I)	4	0
Building 7 (H)	4	0
Building 8 (D)	3	0
Building 9 (E)	3	0
Building 10 (G)	3	0
Building 11 (F)	3	0

**Hard Plank Horizontal Siding**

1. We are clarifying that the renailling applies only to the lap siding and not the parapet areas.
2. The suggested nailing is at 24" OC but we would prefer 16" oc to catch more of the framing below.
3. We are a bit concerned about the aesthetic of touching up the head of the nail if needed after hand driving or a "ding" that might have to be touched up. We will predrill and hand drive a prefinished 6d ring shank nail. We will match the existing siding color as best that we can but expect some variation because the siding would fade differently on various exposures. *Additionally, we would normally use a stainless steel fastener but because of the face nailing, we would be using a hot dipped galvanized fastener.*
4. With cutting the siding at the various rake/roof intersections, all conditions for the Buildings 5-11 appear to be in good shape. There was one area on Building 6 that we could not see without equipment and we have allowed for its correction just to be conservative.
5. As to the sealant removal, again, we have good photos but not of every opening up close. We did not see this as a prevalent issue and was hard pressed to find any examples, so we do not know if this was caused by original construction or maintenance. This is more of a judgment estimate at this point. If the reference was to the caulking over windows without pediments, there does not seem to be separate flashing and the windows apparently are being treated as self-flashing types.

**Hardi Panel Siding**

1. The description of the repairs weren't entirely clear and we have assumed that we are removing and replacing the bottom panel where it exists from the bottom band to the bottom of the window sill. The remaining band boards (both bottom and mid) and panel trim remain. Please advise if the scope needs any adjustment.
2. We were given the areas of framing repairs to assume but we don't know the complexity of repairs. This estimate is considered an allowance.

**Windows**

1. No repairs noted

**Brick Rowlock**

1. No repairs noted

**Roof Cover**

1. The inspections for the shingle work on Building #6 requires destructive investigation. Apparently, that has not been performed at each building and each condition. ~~We have made an allowance for roof repairs stipulated in the CSE report but this will have to be considered an allowance until we know the extent of repairs needed.~~ For this report's purposes this only applies to Building 6 (I). Based on the Feltman Roofing Report, it was noted that the shingles were in "good shape and do not need attention at this time". They did suggest replacing the roof vents which would be a total of 3ea for Building #6. This would be considered a maintenance item and has not been included in our estimate. The Feltman Report did not bring up the edge termination condition that the SCE report mentions. We have kept the CSE scope in our estimate assuming that the Feltman report may have overlooked that condition. Please advise if this is not the case and our estimate should be modified to reflect the Feltman report.
2. The recommended protocol for Buildings 1 (A) and 3 (B) is outside of our scope and not included
3. The recommended protocol for Building (C) will require an onsite inspection by our roofer. We have made an estimate of repairs based on the description in the reports but actual field measurements could vary this amount. The reference to applying sealant is understood to apply it at patches and not the entire roof. The Feltman report recommends a complete overlay using a TPO system. Obviously, an overlay is the ultimate solution but other solutions such as the CSE solution is viable. To stay consistent we have included the scope of work stated in the CSE report.
4. Buildings 7-11 (H,D,E,G,F) were deemed to be in reasonable condition with normal wear and tear for roofs of that age. No work was recommended by the CSE report. The Feltman report stated that the roofs were in need of some spot coatings and caulking. Given that the Feltman report is more recent, we have included an allowance for certain repairs that may be needed, however, these may also be considered normal maintenance. If this is the case, this allowance should be deleted.

**Rear Fences**

1. No repairs noted

**Unit 2020 Interior Door**

1. No repairs noted

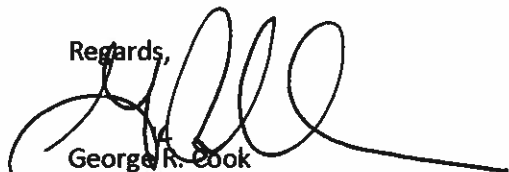
**Ceiling Crack**

1. We visited 4 units and 2 exhibited the small crack in the ceiling. One of these was extremely small (almost considered acceptable tolerances) and the other could use work. We are repairing this in 22 of the Wellingham units as directed

***I certify that the above statements made by me are true to the best of my knowledge. I am aware that if any of the above statements made by me are proven to be willfully false, I am subject to imprisonment by contempt.***

We hope this report and the attached estimate is helpful. Please let us know if you need anything else or if we can clarify anything.

Regards,



George R. Cook  
Cook Bonner Construction, Inc.

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF Horry

Bay Meadows Homeowners  
Association, Inc., and  
Bay Meadows Horizontal  
Property Regime,  
Plaintiff(s),

CIVIL ACTION NO.  
2010-CP-26-06929

vs.

Bill Clark Homes of Myrtle  
Beach, LLC, et al.,

Defendant(s).

VOLUME 2

DEPOSITION OF: DEREK HODGIN  
DATE: Wednesday, June 6, 2013  
TIME: 10:07 a.m. through 5:34 p.m.  
LOCATION: McAngus, Goudelock & Courie  
2411 North Oak Street, Suite 400  
Myrtle Beach, South Carolina  
TAKEN BY: Attorneys for the Defendant(s)  
COURT REPORTER: MADONNA M. PERKINS  
Registered Professional Reporter  
Certified Livenote Reporter  
CaseViewNet Realtime Reporter

Page 138

1 flashing between vinyl siding and a brick veneer  
 2 wall?  
 3 A. Well, we talked about that a little bit  
 4 yesterday, and my testimony was that in my  
 5 experience, I would think that the logical  
 6 chronology at Bay Meadows would be that the brick  
 7 was installed first. And when the vinyl siding  
 8 installer came, they would install the flashing and  
 9 then the vinyl above the brick. But I was asked, I  
 10 think on the record, about is it possible that the  
 11 vinyl was installed first? And I said, "Yes, it's  
 12 possible."  
 13 Q. And as we sit here today, you don't know  
 14 either way?  
 15 A. I don't.  
 16 Q. But on a project like Bay Meadows, do you --  
 17 who would typically install that transition  
 18 flashing?  
 19 A. I believe it would be the vinyl siding  
 20 installer.  
 21 Q. And I know that you talked about it some  
 22 yesterday, but can you tell me why you consider  
 23 that transition flashing installation to be  
 24 improper between the brick veneer and the vinyl  
 25 siding?

Page 139

1 A. I think there's a couple things that  
 2 happened. One is the flashing is installed on the  
 3 outboard side of the weather-resistive barrier, so  
 4 that any water that penetrates the vinyl siding  
 5 above that flashing can go straight behind that  
 6 vertical leg and continue down behind brick, which  
 7 would not be a problem if there was adequate  
 8 protection over the entire wall. But there's a  
 9 transition there between the weather-resistive  
 10 barriers, and the water can actually get behind --  
 11 below the weather-resistive barrier and cause  
 12 problems.  
 13 Another issue is with the slope. I think  
 14 there may have been some repairs made back in 2000  
 15 or 2001, and I'd say, in general, they were proper  
 16 in that they provided some slope to the flashing.  
 17 They were less than desirable because they didn't  
 18 really integrate the flashing with the  
 19 weather-resistive barrier. They just put a piece  
 20 of self-adhered flashing, instead of going behind  
 21 the weather barrier. But I think there's some  
 22 original flashing that has no slope, and then later  
 23 I think there was either some repairs or maybe they  
 24 made improvements and put a slope on the flashing.  
 25 Q. And what buildings do you think that

Page 140

1 occurred on?  
 2 A. I haven't performed any summary of that. I  
 3 just notice that there's -- there are different  
 4 pictures. And then I think Right Way talks about  
 5 it to Bill Clark Homes, saying that this flashing  
 6 is a problem, and they may have made some repairs,  
 7 I can't remember.  
 8 And then another company called Penn,  
 9 P-e-n-n, made repairs for Bill Clark Homes at that  
 10 same flashing detail.  
 11 Q. Based on your experience on a project like  
 12 Phase 1 of Bay Meadows, which trade would typically  
 13 install the waterproofing and flashing of the  
 14 balconies and walkways?  
 15 A. Can you ask it again?  
 16 Q. Sure.  
 17 In your experience, on a project like Phase  
 18 1 of Bay Meadows, which trade would typically  
 19 install the waterproofing and flashing of balconies  
 20 and walkways?  
 21 A. If there were waterproofing installed, I'd  
 22 think it would be a waterproofing contractor. In  
 23 other cases of similar-type buildings, there is a  
 24 separate waterproofing contractor that installed  
 25 waterproofing. Here, you don't have any

Page 141

1 waterproofing, I don't think. I haven't seen  
 2 anything, so I don't think there's a waterproofing  
 3 contractor.  
 4 Q. That's who it would typically be is a  
 5 separate waterproofing contractor?  
 6 A. That's my experience, yes.  
 7 Q. And also in your experience, on a project  
 8 like Phase 1 of Bay Meadows, who would typically  
 9 install the through-wall flashing at the base of  
 10 the brick veneer?  
 11 A. The masonry contractor.  
 12 Q. And would you agree that once the masonry  
 13 contractor installs the bricks, he assumes  
 14 responsibility for the substrate and any  
 15 deficiency, such as inadequate through-wall  
 16 flashing, at that location?  
 17 A. Yes.  
 18 Q. If there is a discrepancy with the  
 19 through-wall flashing, shouldn't the masonry  
 20 contractor repair the base of the wall during the  
 21 brick veneer installation, or at least alert the  
 22 general contractor of the issue?  
 23 A. Definitely the latter. It would be the same  
 24 as the roof issue. I mean, if it's outside the  
 25 scope, he would want to get paid for it and ask the

Page 142

1 general contractor to remedy the situation or get  
 2 the contractor responsible to come back and make it  
 3 right.  
 4 Q. Similar-type question, on a project like Bay  
 5 Meadows, Phase 1, in your experience, which trade  
 6 typically installs window flashing at vinyl siding  
 7 and brick veneer walls?  
 8 MR. McCUTCHEN: Object to form.  
 9 THE DEPONENT: These are -- there's two  
 10 questions: One is the vinyl siding and one  
 11 is the brick veneer.  
 12 The brick veneer is the easiest one, so  
 13 I'll do that one first. That's the brick  
 14 installer, because the flashing is going to  
 15 have to extend across the cavity -- the air  
 16 cavity over the steel lentil and below the  
 17 bricks. And right now, I'm just talking  
 18 about head flashing, and I'm talking about  
 19 code-compliant minimal flashing. I'm not  
 20 talking about rough opening flashing.  
 21 So on vinyl siding, it could be the  
 22 vinyl siding installer or it could be the  
 23 window installer, if they're not -- if  
 24 they're different trades. Sometimes they're  
 25 the same trades.

Page 144

1 barrier. The weather barrier shouldn't be there,  
 2 or it should be cut away so that the -- there's a  
 3 sealant joint between the nailing flange and the  
 4 sheathing.  
 5 And then the weather barrier would be at the  
 6 top of the window, there would be a separate piece  
 7 of flashing slipped under the weather barrier. And  
 8 then what you'd like to do is tape that -- put a  
 9 piece of tape across it so there's metal flashing  
 10 over the window.  
 11 Q. And just so I'm clear, where are you  
 12 referring to in this Phase 1 as the weather  
 13 barrier?  
 14 A. I think it's the woven polyolefin material.  
 15 In Phase 2, it's Tyvek. In Phase 1, it's some type  
 16 of woven polyolefin, p-o-l-y-o-l-e-f-i-n.  
 17 Q. Did you determine who manufactured the  
 18 windows in Phase 1?  
 19 A. Better Built.  
 20 Q. And I know that you said that they were  
 21 rated a DP 30 on the Phase 1 buildings?  
 22 A. Correct.  
 23 Q. And you found that to be improper in some  
 24 instances?  
 25 A. Correct.

Page 143

1 BY MR. RAHN:  
 2 Q. Do you know who installed the windows on the  
 3 buildings in Phase 1 at Bay Meadows?  
 4 A. I don't. When I was skimming through the  
 5 contracts earlier, I think G&F installed windows,  
 6 but I think they may have been Phase 2, I'm not  
 7 sure.  
 8 Q. And I know you've talked about this a bit.  
 9 Can you further define, or at least help me  
 10 understand window flashing deficiencies in the  
 11 field of the vinyl siding for Buildings 1 through  
 12 8, Phase 1? I think you just hit on it a little  
 13 bit a second ago.  
 14 A. Yeah. At the head of the window on Phase 1  
 15 buildings, we came across two conditions. And I  
 16 don't know if they're -- that's all original  
 17 construction or if there are modifications made at  
 18 some time later. But one condition is a  
 19 weather-resistive barrier turned into the rough  
 20 opening and the window, the flanged window set in  
 21 place with no additional flashing.  
 22 So you have not complied with the window  
 23 manufacturer's instructions of putting sealant  
 24 between the flange of the window and the sheathing.  
 25 So it shouldn't go into contact with the weather

Page 145

1 Q. Okay. Do you know who specified the windows  
 2 for Phase 1?  
 3 A. I do not.  
 4 Q. Do you have any information about how those  
 5 windows were selected?  
 6 A. No.  
 7 Q. Do you have -- or have you investigated the  
 8 manufacturer's -- the Better Built installation  
 9 requirements for the Phase 1 windows?  
 10 A. I have.  
 11 Q. Okay. And those are contained in your  
 12 project file?  
 13 A. Yes.  
 14 Q. Okay. Have you performed any calculations  
 15 showing the required nailing spacing around the  
 16 perimeter of the windows?  
 17 A. I think it's on the manufacturer  
 18 instructions, within 6 inches of each corner, and  
 19 then I don't recall the intermediate spacing, like  
 20 12 inches or something like that, 10 inches.  
 21 Q. Who do you think is responsible if that DP  
 22 rating is wrong for Phase 1?  
 23 A. I would say a design professional, if the  
 24 design professional specified what is installed. I  
 25 would say the GC, in the absence of a design

Page 166

1 A. I think what you'd want to do -- so I'm  
 2 going to assume that there's a weather barrier  
 3 there, everything else is fine, but I just need to  
 4 get the water from the step flashing installed at  
 5 the vinyl section to the -- well, just to route it  
 6 in a way that's not going to cause damage.  
 7 Q. (Moves head up and down.)  
 8 A. I would need to take up the vinyl just high  
 9 enough to install a piece of flashing that would  
 10 bridge between some piece of flashing, probably a  
 11 course or so -- it looks like there's an attempt  
 12 here in the photograph of a deflected or, you know,  
 13 out-of-plane piece of step flashing to kind of  
 14 bridge across there. I would want it to be a  
 15 little bit taller and then have a transition that  
 16 would kind of turn down in the plane of the brick.  
 17 I would continue the step flashing along the brick,  
 18 and then I would install some type of a  
 19 surface-mounted counter flashing on top of the  
 20 panel.  
 21 Q. So there is three pieces of some type of  
 22 flashing in this photograph. You've got like a  
 23 1-by-4 -- I mean, you know, a 4-inch-tall piece of  
 24 white metal flashing that runs down along the  
 25 bottom face of the brick panel?

Page 167

1 A. Right.  
 2 Q. And then another vertical piece of flashing  
 3 that runs up at the intersection of the vinyl with  
 4 the brick panel?  
 5 A. It would be kind of a closure piece, I guess  
 6 you'd say, at the corner. Correct.  
 7 Q. And then you do see a piece of step flashing  
 8 that laps out on top of the shingle and appears to  
 9 run up behind the vinyl?  
 10 A. Right.  
 11 Q. Your criticism is that this piece of step  
 12 flashing doesn't come up high enough and doesn't  
 13 come out to daylight on this vertical white piece  
 14 of flashing?  
 15 A. Well, that's part of it. The other part is  
 16 that you really shouldn't have a dead end at the  
 17 base of a roof slope. So this corner closure piece  
 18 should not be a 90-degree piece. It should follow  
 19 the line of the step flashing. It would be almost  
 20 like a -- and I'm sure you're familiar with a  
 21 cricket. I mean, the same concept would be that  
 22 you don't have a dead-end place for water to  
 23 accumulate against the wall. You would want to  
 24 have a transition that would be angled between the  
 25 vinyl and the brick.

Page 168

1 What they should have done is just put some  
 2 furring strips or something to build the vinyl out  
 3 to the same plane as the brick, then you wouldn't  
 4 have this awkward transition. So if they're both  
 5 in the same plane, it would be much easier to  
 6 flash.  
 7 Q. But this whole awkward transition area, as  
 8 you described it, the design professionals would  
 9 bear some responsibility for this area and  
 10 condition.  
 11 A. I agree.  
 12 Q. The -- you believe, obviously, the vinyl  
 13 siding installer has shared some responsibility.  
 14 A. I would think so, yes.  
 15 Q. The roofer would share some responsibility.  
 16 A. Yes.  
 17 MR. TURNER: Objection.  
 18 BY MR. FREEMAN:  
 19 Q. The brick veneer panel installer would share  
 20 some responsibility?  
 21 A. I don't know, because, you know, that guy, I  
 22 think, is there before everybody else. It looks  
 23 like, from the photographs, it's so clean and it  
 24 comes up behind the gutter, shingles and the roof  
 25 deck. I'm just saying, hypothetically, he could

Page 169

1 bear some responsibility, but if he put all this  
 2 stuff up before the vinyl, before the weather  
 3 barrier, before the roof, he has no way of knowing  
 4 how all this stuff is going to come together. He  
 5 walks away. The GC's got responsibility to try to  
 6 figure it all out and hopefully coordinate with the  
 7 design professional.  
 8 Q. If, in the sequence of events, the brick  
 9 veneer panel installer performed his work first  
 10 before everybody else --  
 11 A. Yes, sir.  
 12 Q. -- then you doubt that they would have  
 13 responsibility.  
 14 A. Correct.  
 15 Q. But if, indeed, the brick veneer panel  
 16 installer installed their work after the roof  
 17 shingles had gone on, then they would bear  
 18 responsibility.  
 19 A. I would think so.  
 20 Q. And the general contractor has overarching  
 21 responsibility for the entire project, correct?  
 22 A. Correct.  
 23 Q. So all the items listed on your Summary of  
 24 Required Repairs, they would bear some  
 25 responsibility for making sure that those are

1 repaired.

2 A. I believe that's true. The only exception I

3 would ever take to that would be if there is a pure

4 design problem, where they're given bad information

5 from a design professional, and they follow what

6 the design professional sets forth, then it would

7 be a design professional issue, not a GC issue.

8 For instance, if there's no -- well, I was

9 going to say the truss hold-downs, but because

10 you've got the truss shop drawings that go to the

11 contractor as well, they would trump.

12 But if there's -- I guess I'll just go back

13 to if there's purely a design issue, the contractor

14 doesn't know any better and follows the improper

15 design, then it would be a design issue only.

16 Q. And the same for the subcontractors as

17 well --

18 A. That's correct.

19 Q. -- if they follow the plans of a bad design,

20 the responsibility lays with the designer.

21 A. I believe that's correct, yes.

22 MR. FREEMAN: I'm going to go ahead and

23 let some other folks ask you questions.

24 Thank you, Derek, I appreciate it.

25 EXAMINATION

1 Q. Okay. There is a -- there's exposed OSB

2 there, correct?

3 A. Yes.

4 Q. And there's a gap between the OSB and the

5 brick panel?

6 A. Yes, sir.

7 Q. And you believe that's been there, without

8 it being shingled over, as original?

9 A. Well, I think it had some shingles at some

10 time.

11 Q. Okay. When you say it hasn't been repaired,

12 has it even -- my understanding, I guess, was

13 somebody at least took the shingles off in the

14 process of repair, or was that you taking the

15 picture?

16 A. No, that's how it was when we came across

17 it.

18 Q. Okay. Do you know if that was in the

19 process of being repaired?

20 A. It was not.

21 Q. And do you know how long that had been in

22 that condition?

23 A. I don't know specifically. I would say the

24 OSB looks fairly weathered, and the felt looks

25 brittle and weathered.

1 BY MR. TURNER:

2 Q. I'm going to reserve most of my questions

3 for the next time we meet.

4 Can you go back to some of those pictures we

5 were just looking at, the one with the flashing --

6 A. Yes, sir.

7 Q. -- that Ian was just talking to you about?

8 A. Yep.

9 Q. And I've got questions about the OSB, too.

10 But on this flashing, the one that -- right, that

11 wasn't exactly the picture we were looking at --

12 but on that flashing, was that repaired or was that

13 original, or can you tell?

14 A. I think this is in a process of repair.

15 Q. Do you know what the original was?

16 A. Yeah. I mean, I can show you other pictures

17 of a similar area.

18 Q. These are going to be on Phase 2, right?

19 A. Right.

20 Here we go. So I found a similar area on

21 Building 14 that has not been repaired.

22 COURT REPORTER: I'm sorry?

23 THE DEPONENT: That has not been

24 repaired.

25 BY MR. TURNER:

1 Q. Okay. And you've got another picture

2 looking into that gap; is that right?

3 A. I've got other pictures around that -- oh,

4 yeah, there's a picture.

5 Q. And that's really pretty clean, isn't it?

6 A. Yeah. When the water falls on the exterior

7 side of the brick panel, it wouldn't cause damage

8 to the brick panel; it will just run down the face

9 of the brick panel.

10 Q. Okay. And would it cause any water staining

11 in any of these areas (indicating)?

12 A. We've seen some areas with water staining,

13 but these are -- the components that you're

14 pointing to are the vinyl soffit and the vinyl J

15 channels. They wouldn't be damaged; they may have

16 an aesthetic stain, but you're not going to have

17 damage.

18 Q. They may have mildew, possibly or -- I'm

19 just trying to figure how long before you know what

20 happened in this area. And I guess you can't tell

21 me what happened.

22 A. No. And if you want me to, I can try to

23 find a different one where it's more closed up than

24 this issue. This might be an anomaly. I don't

25 know that there's a lot of large gaps like that. I

Page 210

1 A. Right. I mean, when we say "waterproofing,"  
 2 it's underlayment, shingles --  
 3 Q. Underlayment, flashing --  
 4 COURT REPORTER: I need y'all to please  
 5 speak one at a time.  
 6 BY MR. McCUE:  
 7 Q. Right.  
 8 -- drip edge, underlayment, any kind of  
 9 building paper that may have been called for in  
 10 that location, and as well as, some type of either  
 11 vinyl siding or other fascia material that would  
 12 serve as an initial water barrier?  
 13 MR. TURNER: Object to the form.  
 14 THE DEPONENT: Yes, to a degree.  
 15 BY MR. McCUE:  
 16 Q. And you would agree with me further that if  
 17 those construction components were installed  
 18 properly, it would not matter whether water came in  
 19 over the gutters or behind the gutters at that  
 20 location because the work of the prior trades would  
 21 have properly waterproofed that condition, the wood  
 22 in that area.  
 23 MR. TURNER: Object to the form.  
 24 THE DEPONENT: I generally agree, but  
 25 don't totally agree. Because even if

Page 211

1 they're installed properly, if you have a  
 2 backed-up gutter, those components don't  
 3 necessarily work in reverse. If the water  
 4 is coming from below, they don't necessarily  
 5 work the same; they don't have the same  
 6 effectiveness.  
 7 BY MR. McCUE:  
 8 Q. And when you say a "backed-up gutter," would  
 9 that be caused by a clogged gutter system, do you  
 10 know?  
 11 A. It could, or it could be a gutter that might  
 12 not have proper slope.  
 13 Q. And that's something you've got to further  
 14 investigate?  
 15 A. Yes, sir.  
 16 Q. Okay. You've identified one area or one  
 17 location on Building 13. Is there any reason to  
 18 believe that that condition, as shown on those two  
 19 photographs, would exist anywhere else on this  
 20 project?  
 21 A. I would say I would have concerns about  
 22 other locations related to the absence of  
 23 underlayment at the eave, metal drip edge and  
 24 flashing. I'm not necessarily -- other issues  
 25 caused by a gutter.

Page 212

1 Q. Okay.  
 2 A. I'm just trying to be complete, that it  
 3 could be related to a gutter. But if I saw that  
 4 condition elsewhere, my first inclination would be  
 5 to look at the underlayment and waterproofing  
 6 details.  
 7 Q. Okay. So more than likely, it's some other  
 8 cause, but you can't rule out the gutters?  
 9 A. Correct.  
 10 Q. Does that accurately summarize it?  
 11 A. I believe so.  
 12 Q. Okay. Let me shift gears then to Sam's  
 13 Drywall. As I understand it, there is no contract  
 14 that's been found related to Sam's Drywall's work  
 15 on this project. Do you recall seeing a contract  
 16 related to them?  
 17 A. I thought I saw something with Sam's  
 18 Drywall's name on it, but I don't know if it was a  
 19 contract. It could have just been some insurance  
 20 certificates.  
 21 Q. Could it have been the Bill Clark Homes'  
 22 detailed reports for the building that shows  
 23 subcontractors that worked on them?  
 24 A. It's possible. I think I've got those.  
 25 Q. All right. Do you know what Bill Clark's --

Page 213

1 I mean, excuse me -- what Sam's Drywall's scope of  
 2 work was on this project?  
 3 A. No, sir.  
 4 Q. If I told you that they may have installed  
 5 lightweight concrete on the interiors of these  
 6 buildings, used in a manner to level floors --  
 7 A. Yes, sir.  
 8 Q. -- have you seen any condition related to  
 9 that use of a lightweight concrete product that  
 10 raises any concerns for you?  
 11 A. No.  
 12 Q. Any other areas where there was lightweight  
 13 concrete installed that has raised concerns for  
 14 you?  
 15 A. The only place I can think of where there's  
 16 a concrete topping that we've talked about is on  
 17 the walkways and on the balconies, but I don't know  
 18 that I have a problem with the concrete  
 19 installation itself. And I guess I would say it  
 20 depends on the scope. You know, I think when we  
 21 talked about that front door issue, just having a  
 22 piece of polyethylene plastic underneath, between  
 23 the plywood and the concrete, seems marginal in  
 24 terms of any type of waterproofing. But it would  
 25 be the GC that would coordinate the ultimate

1 assembly, and the concrete guy may or may not know  
2 how all the other components are going to be  
3 incorporated.

4 Q. And as long as they complied with their  
5 scope of work with the general contractor, an  
6 installation, such as you observed, would not be  
7 against -- would not violate building codes, would  
8 it?

9 A. Not that I know of, no.

10 Q. Okay. Have you identified any issues  
11 related to the interior drywall installation on any  
12 of the buildings in Phase 1 and, in particular,  
13 really, Buildings 4 through 8?

14 A. The only thing I can think of that might be  
15 related to that would be the attic access size.

16 Q. And why would that fall within the sheetrock  
17 installer's scope of work?

18 A. The sheetrock installer would install the  
19 ceiling around the attic access opening, and they  
20 would provide the piece of drywall that's used to  
21 rest on the trim that is the attic access, so they  
22 would create that attic access.

23 Q. Well, they would create the sheetrock that  
24 goes around the opening or which fills the  
25 opening --

1 A. Right.

2 Q. -- right?

3 And am I correct that the opening for the  
4 attic access is an opening that has to be framed by  
5 a carpenter?

6 A. Right. It's wood framing that would fit  
7 between the bottom cords of the trusses, that's  
8 correct.

9 Q. And that would be done by someone who would  
10 be installing the truss system, would it not?

11 A. It could be the truss installer, or it could  
12 be a separate framing contractor.

13 Q. But the person installing the sheetrock  
14 would not typically undertake to frame up the  
15 opening for the attic access, would they?

16 A. No. They would just install the drywall on  
17 the ceiling around the opening and provide the  
18 drywall that is the opening hatch, so to speak.

19 Q. Okay. And your criticism, as I understand  
20 it with the attic access, is not so much with the  
21 sheetrock around or the sheetrock used to fill the  
22 opening that is the attic access, but your  
23 criticism really is that the size of the attic  
24 access is not sufficient.

25 A. That's correct.

1 Q. And that would go back to a framing issue,  
2 correct?

3 A. Well, I'm just sharing the responsibility  
4 between the framer and the drywaller. They've both  
5 seen the open and obvious condition of the  
6 non-compliant code -- the code violation of the  
7 attic access size in the process of creating the  
8 opening.

9 Q. And we don't have a set of plans for  
10 Buildings 1 through 8, as I understand; is that  
11 correct?

12 A. That's correct.

13 Q. So we don't know what the design  
14 professional required, nor do we know what Bill  
15 Clark Homes required by way of attic access size,  
16 do we?

17 A. I didn't even see it on the Phase 2 drawing.  
18 And sometimes you might not see it -- sometimes you  
19 might not even see it at all; sometimes you might  
20 just see an arrow pointed to a general location.  
21 And so I don't know that it has to be detailed on  
22 the plans for the contractor to follow the code,  
23 but it would be beneficial.

24 Q. Your criticism to the exterior sheetrock, as  
25 I understand it, that would include the existence

1 or nonexistence of sheetrock on stairwells; is that  
2 right?

3 A. Right. I think it's installed on the  
4 ceiling of the walkways. There's not a problem  
5 with installation, I don't think. There's a water  
6 problem that's causing damage. Separately, there's  
7 an issue with the stairwells not being protected  
8 with the fire-rated drywall.

9 Q. Okay. Because that is not within our scope  
10 of work, as I understand it, because we'll be back  
11 to revisit with you in August, I'm going to leave  
12 that issue for now and --

13 A. Okay.

14 Q. -- otherwise, I will -- Andy or I will ask  
15 you more questions about it at that time.

16 THE DEPONENT: All right.

17 MR. McCUE: And that's all I've got.

18 MR. WRIGHT: I'm just going to put on  
19 the record, I'm Michael Wright for Annex  
20 Interiors.

21 COURT REPORTER: I'm sorry?

22 MR. WRIGHT: I said, I'm Michael Wright  
23 for Annex Interiors. I'm just going to put  
24 on the record that I'm reserving all of my  
25 questions. It's my understanding that

Deposition of Derek Hodgin

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN THE COURT OF COMMON PLEAS  
FOR THE STATE OF SOUTH CAROLINA  
CHARLESTON COUNTY

DEPOSITION OF DEREK A. HODGIN, PE  
Volume 1 12/7/17

MADISON AT HAMLIN PLANTATION TOWNHOME  
ASSOCIATION, INC., et al.,

Plaintiffs,

vs. CASE NO. 2013-CP-10-5559

BUILDERS SUPPORT SERVICES OF THE CAROLINAS, INC.,  
Individually and f/k/a JOHN WIELAND HOMES AND  
NEIGHBORHOODS OF THE CAROLINAS, INC., et al.,

Defendants.

BUILDERS SUPPORT SERVICES OF THE CAROLINAS, INC.,  
Individually and f/k/a JOHN WIELAND HOMES AND  
NEIGHBORHOODS OF THE CAROLINAS, INC., et al.,

Third-Party Plaintiffs,

vs.

THE MUHLER COMPANY, INC., et al.,

Third-Party Defendants.

THE MUHLER COMPANY, INC.,

Fourth-Party Plaintiffs,

vs.

MARK MCFARLAND, et al.,

Fourth-Party Defendants.

TIME: 10:06 AM

LOCATION: LUCEY LAW FIRM  
MOUNT PLEASANT, SOUTH CAROLINA

REPORTED BY: TERI L. KENNELLY, RPR, CSR  
Clark & Associates, Inc.  
Clark-Associates.com

Deposition of Derek Hodgin

ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245 2

1 (CAPTION CONTINUED)

2

EAST COAST WALL SYSTEMS, INC.,

3

Third-Party Plaintiff,

4

vs.

5

NEW CONSTRUCTION DRYWALL HANGER, LLC, f/k/a NEW  
CONSTRUCTION DRYWALL HANGER, INC.,

6

Third-Party Defendant.

7

8 

---

MADISON AT PLANTATION TOWNHOME ASSOCIATION, et  
al.,

9

Plaintiffs,

10

vs.

11 THE MUHLER COMPANY, INC., et al.,

12

Defendants.

13 

---

14

A P P E A R A N C E S

15

ON BEHALF OF THE PLAINTIFFS:

16

LAW OFFICE OF JUSTIN O'TOOLE LUCEY  
BY: JOSHUA F. EVANS, ESQ.  
415 Mill Street  
Mount Pleasant, SC 29464

17

18

19

ON BEHALF OF BUILDERS SUPPORT SERVICES OF THE  
CAROLINAS, INC., JOHN WIELAND HOMES ENTITIES:

20

21

HOWSER, NEWMAN & BESLEY, LLC  
BY: ANDREW E. HASELDEN, ESQ.  
215 East Bay Street, Suite 303  
Charleston, SC 29401

22

23

24

ROBERTSON HOLLINGSWORTH & FLYNN  
BY: THEODORE L. MANOS, ESQ.  
(BY telephone)  
177 Meeting Street, Suite 300  
Charleston, SC 29401

25

## Deposition of Derek Hodgin

1 shortened, so that you see the need for repairs  
2 or distress earlier in its service life.

3 And then, you know, with the lack of  
4 maintenance or repairs, there can be a -- you  
5 know, there can be damage, and once the damage  
6 occurs, then I agree that it didn't meet the  
7 intent of the code. And so technically, there  
8 would be a code violation just because there's  
9 physical damage.

10 Q. Okay. Whose fault is that physical  
11 damage, at least with regard to these decks we're  
12 talking about?

13 A. Well, I guess there would be a  
14 combination of fault. There would be -- the GC  
15 obviously is the captain of the ship who's trying  
16 to coordinate all the subcontractors.

17 If there's a railing installer that  
18 should have sealed penetrations, that  
19 subcontractor would have some responsibility. If  
20 there's integration issues at the roof-wall  
21 intersection, that would be subcontractors that  
22 are installing the membrane and/or the WRB or  
23 flashing at that detail. If there's maintenance  
24 issues that contribute, that would be an owner  
25 issue.

## Deposition of Derek Hodgin

1 The metal drip edge is really there to secure the  
2 underlayment, and because you've got gravity on  
3 your side, usually -- I've torn off a lot of  
4 roofs and replaced a lot of roofs, and so -- or  
5 overseen the work, and you don't typically have  
6 any damage at those areas, even when there's not  
7 underlayment or it's short.

8 So it's really more of a securement  
9 issue and to keep the wind-driven rain, you know,  
10 away from the edge because you can get -- even  
11 though you might not have the same kind of  
12 physical damage that you have down at the eave,  
13 you can get some swollen edges.

14 And so the important part about that is  
15 as -- especially OSB, as the board swells, it  
16 changes the physical properties, so the lower  
17 density as it swells would cause issues  
18 structurally with the attachment of the board to  
19 the underlying framing. So you want to protect  
20 the edge, and that's all I'm trying to do with  
21 the metal drip edge.

22 Q. Okay. Who do you fault for the short  
23 underlayment on the steep sloped roofs?

24 A. Well, the GC because he's reviewing the  
25 work of the subcontractors and paying the

## Deposition of Derek Hodgin

1 subcontractors for the completed work and the --  
2 whoever installed the underlayment and whoever  
3 installed the roof because the roof shingle  
4 installer is the last person to see it.

5 So if he is covering up an incomplete  
6 installation, he would be the last guy to see it.  
7 He actually has a duty -- I know some attorneys  
8 are more extreme about this position, but I mean,  
9 each sub has a duty to review the work that  
10 preceded him but only for purposes of performing  
11 his work.

12 So it's not like if there was a framing  
13 issue and the roofer put his roof on that the  
14 roofer somehow has any responsibility at all for  
15 the framing.

16 But if the underlayment is not there,  
17 that's part of his work. I mean, the  
18 underlayment is part of the roof assembly, and if  
19 it's not there, he does have a duty to inspect  
20 it. And when he puts his roof on now, he's  
21 accepting the work that preceded him, so the  
22 roofer would be in the mix as well.

23 Q. Same opinions would be true for the drip  
24 edge at the eave and rake, correct?

25 A. Yes.

## Deposition of Derek Hodgin

1 the cause of the hole was.

2 But sometimes even after the  
3 construction, people are doing things in their  
4 attic, and it can cause holes, or they're running  
5 cable and wire, or an offending contractor can  
6 come later and do something.

7 So whatever the cause is, it is a  
8 problem that needs to be addressed so we've got  
9 it covered in the scope.

10 Q. And I hear what you're saying about,  
11 maybe there was a hole for some sort of utility  
12 and you don't know when that was done, but if  
13 it's a seam that's not taped, lumber penetrating  
14 it, or just short drywall --

15 A. Right.

16 Q. -- that's a code violation that goes  
17 back to original construction?

18 A. I would think so, yes.

19 Q. And who would be responsible for those  
20 code violations?

21 A. The GC and the contractor that installed  
22 the gyp, I would believe. I don't know that you  
23 could fault necessarily the truss bracing person.  
24 I don't know. I haven't compared the plans --  
25 see if the plans actually say, you know, this is

## Deposition of Derek Hodgin

1 a tenant separation wall and then the bracing is  
2 short or if they just went -- you know, put  
3 braces where they weren't supposed to be put.

4 Q. If it's -- obviously, the construction  
5 is attached homes, right?

6 A. Right.

7 Q. That was clear from the beginning;  
8 during construction, these were attached homes.

9 A. Yep.

10 Q. Would you expect a truss installer or a  
11 framer, depending on who was doing the work, to  
12 know that with attached homes, a firewall is  
13 going to be installed separating the units so you  
14 can't put lumber that spans from one to the  
15 other?

16 A. I would certainly think the GC would  
17 know that.

18 Q. How about the framer or truss installer?

19 A. I don't know. I mean, it would -- you  
20 would have to be shown the plans and where the  
21 tenant separation walls would need to be located  
22 to make sure that bracing wasn't installed  
23 improperly across that wall location.

24 Q. Well, isn't it kind of obvious if you're  
25 attaching -- if you put the bracing there, can't

## Deposition of Derek Hodgin

1 correct, directly because of Hardie, so to speak?

2 A. Right. I think that's correct.

3 Q. Who do you fault for these issues with  
4 regard to the Hardie?

5 A. I don't know that I could point to any  
6 specific instruction that was painted -- or -- I  
7 was reading while I was trying to talk; that's  
8 not a good idea.

9 I can't think of any manufacturer  
10 instruction that was violated. I mean, they talk  
11 about, you know, you have to protect the siding  
12 with paint. It seemed like it was all painted.  
13 There might be, you know, some degree of  
14 maintenance issue if it's not properly painted --  
15 or inspected and painted during its service life.

16 Q. Okay.

17 A. I have not seen this issue to this  
18 degree on any other projects. And I've seen a  
19 lot of HardiePlank, and I've seen it installed in  
20 a similar manner. But for whatever reason, if it  
21 was this year of manufacture, if this is a batch  
22 of Hardie that's more sensitive to this type of  
23 deterioration.

24 But for whatever reason, those last  
25 planks that are proximate to that exposure to

## Deposition of Derek Hodgin

1 elevated moisture just did not hold up well, but  
2 they seemed like they had even -- now, I'll say  
3 this: You can have a defect where -- so there is  
4 a manufacturer issue, and it's a little bit silly  
5 because it's not a very reasonable requirement.

6 Hardie says to hold the Hardie -- and  
7 I'd have to look at this particular year, but at  
8 some point, they said like 2 inches off of the  
9 roof. That's a really bad idea because your leg  
10 of your step flashing or your head wall flashing  
11 is only going to be maybe 3 inches, and so from a  
12 waterproofing or water intrusion standpoint, you  
13 always want to have a 2-inch lap.

14 So I routinely violate HardiePlank  
15 instructions in my own repairs because it just  
16 would look really bad to have a 2-inch gap. You  
17 don't need a 2-inch gap. You need maybe a  
18 half-inch gap or a three-quarter-inch gap.

19 So to the extent that the Hardie was put  
20 proximate to a roof, I would say that's likely a  
21 violation of the Hardie instructions, and that  
22 would be a GC issue. It would be a HardiePlank  
23 installer issue. So that would be a violation.

24 On the water table, same thing. There's  
25 no way you can have a significant gap above that

## Deposition of Derek Hodgins

1 flashing because your vertical leg of your  
2 flashing is not that tall, so you don't want to  
3 have it so tall that you compromise the integrity  
4 of the flashing or the waterproofing.

5 So there would be violations of the  
6 manufacturer, I guess is the short answer.

7 Q. And because it's a violation of the  
8 manufacturer, it's a violation of the building  
9 code with regard to Hardie, correct?

10 A. Technically, yes.

11 Q. What was the distance typically that you  
12 saw, not with regard to the band --

13 A. Right.

14 Q. -- but with regard to deck walls or head  
15 walls or, at the angle, at a roof-wall  
16 intersection, side wall?

17 A. It varied. I mean, I think there were  
18 some places where I felt like, wow, I'm surprised  
19 this is damaged because it looks like there's a  
20 gap that's maybe half an inch. And in other  
21 places, I'm sure I saw where it either came in  
22 contact with or was very close to the shingles.

23 Q. Okay.

24 A. So it didn't seem like it really  
25 mattered. I mean, I'm not saying that they had

## Deposition of Derek Hodgins

1 got done.

2 Q. How do you integrate the new 30-pound  
3 felt with the existing WRB?

4 A. You just take a razor knife and cut off  
5 the base of the existing WRB and then slip the  
6 felt under a minimum of 2 inches. And if you  
7 want to make it even more robust, you would tape  
8 that joint.

9 Q. Okay. I think we're onto the next  
10 section, page 16 of Plaintiff's Exhibit 361. And  
11 now we get into an area titled structural.

12 A. Yes, sir.

13 Q. What -- well, let me back up. Forgot.

14 Brick, if there's an absence of weep  
15 assemblies, that's a code violation, correct?

16 A. Yes.

17 Q. And who do you fault for that?

18 A. GC and brick installer.

19 Q. Okay. I think you said that some of the  
20 damage that we've seen behind brick might be  
21 related to mortar slop --

22 A. Right.

23 Q. -- directing the water to the WRB, and  
24 then it can get through the WRB and damaging the  
25 structure?

## Deposition of Derek Hodgin

1 work to resist the code prescribed loads that the  
2 rail is supposed to resist.

3 Q. Who do you fault for the code violation  
4 at the handrail-to-post connections?

5 A. I guess it would be the GC and the  
6 framer, whoever constructed the rails.

7 Q. What's next with regard to decks, I  
8 guess?

9 A. So the next one actually was not even  
10 alleged by your experts. It was something that  
11 came up when I was -- sorry -- I was underneath  
12 one of the porches, one of the elevated porches,  
13 and this is just something that we have, you  
14 know, studied and evaluated a lot, where I saw a  
15 4-by-4 post that didn't appear to have adequate  
16 connection to the framing.

17 So the posts, if you can imagine, you've  
18 got your area described, the top rail, the bottom  
19 rail, and pickets. Well, each of those sections  
20 can only be so long, and then they have to be  
21 connected to some fixed vertical member, whether  
22 it is a wall and a post against a wall, or if  
23 you've got a long run, we call them intermediate  
24 posts, or it could be a corner post.

25 Q. Okay.

## Deposition of Derek Hodgin

1           A. But each of those posts, at the base, if  
2 you imagine applying the 200-pound point load at  
3 the top of that post, that creates a large moment  
4 or reaction at the base, and it has to resist  
5 that.

6           And so when I'm looking at the  
7 connection, I could tell physically that the post  
8 was not adequately attached to meet the code. So  
9 what I'm going to have to do is I'm going to put  
10 some strap on each side of the posts so that, you  
11 know, the steel is great -- the tension has  
12 really little resistance in compression, but it  
13 can take a lot of tension.

14           So if you're pushing out on the rail and  
15 I put a strap on the interior side of the post  
16 to -- there's another post below. I put a strap  
17 across that, and it's pushed on, I can resist the  
18 load with a strap. So I'm going to add these  
19 straps to supplement the existing connection of  
20 those posts.

21           Q. Okay. Code violation?

22           A. Yes.

23           Q. GC and framer?

24           A. Yes.

25           Q. All right. Any -- are we on to the next

Deposition of Derek A. Hodgin, PE

ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN THE COURT OF COMMON PLEAS  
FOR THE STATE OF SOUTH CAROLINA  
CHARLESTON COUNTY

DEPOSITION OF DEREK A. HODGIN, PE  
VOLUME 2

MADISON AT HAMLIN PLANTATION  
TOWNHOME ASSOCIATION, INC.,  
ET AL.,

Plaintiffs,

vs. CASE NO. 2013-CP-10-5559

BUILDERS SUPPORT SERVICES OF  
THE CAROLINAS, ET AL.,

Defendants.

---

DEPONENT: DEREK A. HODGIN, PE

DATE: DECEMBER 11, 2017

TIME: 10:00 AM

LOCATION: JUSTIN O'TOOLE LUCEY, P.A.  
MT. PLEASANT, SOUTH CAROLINA

REPORTED BY: CHERIE J. ANDERSON, RMR, RPR, CRR  
NCRA REGISTERED MERIT REPORTER  
CLARK & ASSOCIATES, INC.  
P.O. Box 73129  
Charleston, SC 29415  
843-762-6294  
WWW.CLARK-ASSOCIATES.COM

1 technicians to fill in things, and there's oftentimes  
2 like a grid sheet with an outline of a building, and  
3 they make little marks where they find things that  
4 need work. Right?

5 A I'm familiar, yes.

6 Q What's the standard of care of a contractor?

7 MR. HASELDEN: Object to the form.

8 A In general, to deliver a code-compliant  
9 building that is constructed in a manner consistent  
10 with the plans and specifications.

11 Q Have you seen any evidence that contractors  
12 involved with the construction of Madison breached  
13 their standard of care?

14 A Yes.

15 Q Without naming names, can you tell me which  
16 trades you believe violated their standard of care?

17 MR. MANOS: Object to the form.

18 A Well, the general contractor is at the top.  
19 He's the captain of the ship; and then the  
20 subcontractors that are related to our repair scope  
21 would be the roofer, potentially a framer if the  
22 framer installed some WRB, the window installer,  
23 potentially the security sensor installer, the siding  
24 installer.

25 I think I already said the framer. In my

1 head, I was thinking about WRB or window installation  
2 issues for the framer, but when there's some  
3 structural issues as well, it might involve the  
4 framer.

5 The installer of the drywall for the  
6 fire-rated tenant wall areas. Potentially the  
7 framer, depending on sequencing issues there.

8 I think that's most of them. I may have  
9 missed somebody, but I think that's most of them.

10 Q You have a section in your scope of repair for  
11 brick.

12 A Oh, yes, sir. So to the extent -- well, let  
13 me look at that. Because I think the brick --  
14 there's definitely an issue where there's damages;  
15 I'm just trying to -- I was trying to quickly see if  
16 we agreed with the absence of weep holes in the base  
17 of the wall flashing. To the extent that those are  
18 not provided, certainly the brick installer would be  
19 in the mix as well.

20 Q We had some discussion last week about the  
21 different benchmarks against which you're judging  
22 construction?

23 A Yes, sir.

24 Q The building code being one, manufacturer's  
25 installation instructions being another. Correct?

Transcript of the Testimony of

**George Cook**

April 7, 2022

One Hamlin Place HOA v. John Wieland Homes, et al.

Janice O. Darby, RPR  
843.814.7666  
jodarby@comcast.net

George Cook - April 7, 2022

ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

ONE HAMLIN PLACE TOWNHOME )  
ASSOCIATION, INC., )

Plaintiff, )

-versus- )

Case No.:  
2017-CP-10-5245

JOHN WIELAND HOMES AND )  
NEIGHBORHOODS OF THE CAROLINAS, )  
INC., et al., )

Defendants. )

THE DEPOSITION OF GEORGE COOK was taken as a witness on behalf of the Plaintiffs, pursuant to South Carolina Rules of Civil Procedure, at 10:00 a.m. on Thursday, the 7th day of April, 2022, before Janice O. Darby, Registered Professional Reporter and Notary Public in and for the State of South Carolina.

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-002

George Cook - April 7, 2022

2

## A P P E A R A N C E S

For the Plaintiff:

McCARTY LAW FIRM  
Attorneys at Law  
768 St. Andrews Boulevard  
Charleston, SC 29407  
BY: MR. I. KEITH McCARTY

For the Defendants:

ROBERTSON HOLLINGSWORTH MANOS & RAHN  
Attorneys at Law  
550 King Street, Suite 300  
Charleston, SC 29403  
BY: MR. THEODORE L. MANOS

COLLINS & LACY  
Attorneys at Law  
P.O. Box 12487  
Columbia, SC 29211  
BY: MR. ANDREW N. COLE

HOWELL GIBSON & HUGHES  
Attorneys at Law  
25 Rue Du Bois  
Beaufort, SC 29907  
BY: MR. WILL COX

CLEMENT RIVERS  
Attorneys at Law  
25 Calhoun Street, Suite 400  
Charleston, SC 29401  
BY: MR. COLE SHANNON

GORDON REES SCULLY MANSUKHANI  
Attorneys at Law  
40 Calhoun Street, Suite 350  
Charleston, SC 29401  
BY: MR. JAMES SAXTON

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-003

ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

George Cook - April 7, 2022

3

## A P P E A R A N C E S (cont.)

DUFFY & YOUNG  
Attorneys at Law  
96 Broad Street  
Charleston, SC 29401  
BY: MR. BLAKE A. McKIE

CLEMENT RIVERS  
Attorneys at Law  
25 Calhoun Street, Suite 400  
Charleston, SC 29401  
BY: MR. CHANDLER ROWH

LUZURIAGA MIMS  
Attorneys at Law  
1156 King Street  
Charleston, SC 29403  
BY: MR. HAYDEN GROOMS

GORDON REES SCULLY MANSUKHANI  
Attorneys at Law  
40 Calhoun Street, Suite 350  
Charleston, SC 29401  
BY: MR. CLAY OLSON

ROSS CRISTALDI  
Attorneys at Law  
863 Coleman Boulevard, Suite B  
Mount Pleasant, SC 29464  
BY: MR. SCOTT WINOGRAD

Reported by:  
MS. JANICE O. DARBY  
(843) 814-7666 jodarby@comcast.net (direct)

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-004

George Cook - April 7, 2022

ELECTRONICALLY FILED - 2022 Apr 12 11:53 AM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

I N D E X

WITNESS	PAGE
COOK, GEORGE	
By Mr. McCarthy	5
By Mr. Manos	43
By Mr. Cole	51
By Mr. Saxton	55
By Mr. Olson	58

EXHIBITS:		
FOR IDENTIFICATION		MARKED
No. 1	Cook Estimate/Report	9
No. 2	3/8/18 Glick report	20
No. 3	Kennedy Richter Estimate	31

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-005

George Cook - April 7, 2022

5

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

GEORGE COOK

having been first duly sworn, was called as a witness herein and was examined and testified as follows:

## E X A M I N A T I O N

BY MR. McCARTHY:

Q Good morning, Mr. Cook. My name is Keith McCarty, and I'm going to be taking your deposition today. For the record, you and I have met before and have known each other for a while. Is that correct?

A That's correct.

Q And I believe we've probably been on opposite sides and on the same side in cases over the years --

A Both ways.

Q That's what I thought. Would you just very briefly give us a description of what you do for a living?

A I have been the president of my own company that formed in 1976. It was George Gook Construction, which changed to Cook Bonner Construction, and now is Cook Bonner Ebeling. I'm starting to back out a little bit and give the

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-006

George Cook - April 7, 2022

6

1 younger guys a chance to shine, and they are doing  
2 that. So I'm still working with the company, but  
3 doing estimating, doing some projects and things of  
4 that sort, but on a much less time-intensive trail.

5 Q Tell us just a little bit about what Cook  
6 Bonner Ebeling is doing now. What's the majority of  
7 their work?

8 A The majority of the work is new  
9 single-family residential, usually the higher end,  
10 and we're working pretty much everywhere. We've  
11 decided not to work on Kiawah and Seabrook so much,  
12 but the rest of the Tri-County area -- or not  
13 Tri-County area, but the rest of the Charleston  
14 County area is where we work. A lot of  
15 Mt. Pleasant, James Island, Johns Island, that type  
16 of thing.

17 We also do larger renovations or smaller  
18 ones for past clients, and then a little bit of  
19 historical work, but not too much.

20 Q When you say you do renovations, do  
21 you-all have any projects going on now that -- I'm  
22 being inartful describing this -- that are like the  
23 project that we're talking about here today, One  
24 Hamlin? Are you-all repairing a condominium project  
25 anywhere?

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-007

George Cook - April 7, 2022

9

1 (Exhibit No. 1 marked for  
2 identification.)

3 BY MR. McCARTY:

4 Q I'm having a copy of your report marked.  
5 I'll hand it to you. I'm showing you what's been  
6 marked as Plaintiff's Exhibit 1. It looks like a  
7 letter dated August 24, 2021, to Blake McKie from  
8 your office. Correct?

9 A Correct.

10 Q And is this your report on the One Hamlin  
11 project?

12 A Yes, this is the report. This is the  
13 updated report.

14 Q This is the updated report. So you had a  
15 previous report. Right?

16 A I did.

17 Q What's the difference between the  
18 previous report and the updated report?

19 A Mainly it had to do with the inflation  
20 and repricing it since it had been so long since we  
21 had done the original report. There were a few  
22 little nuances that I changed. We had a little bit  
23 more information. Like the Feltmann report was  
24 between that time. And then just reviewing and  
25 seeing how things change and -- You know, you learn

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-008

George Cook - April 7, 2022

10

1 every day. So you make little adjustments.

2 But anything that was different I tried  
3 to italicize in that report. So it should be  
4 representative there.

5 Q They are listed here, but just kind of  
6 tell us what you did in terms of working on this  
7 project. What's the first thing you did after  
8 Blake's clients hired you?

9 A The first thing I did was read the  
10 reports that were given to me and then made a site  
11 visit sometime after that.

12 Q Those reports, is that Myles Glick's  
13 report?

14 A It was several reports.

15 Q Derek Hodgins's report?

16 A Derek Hodgins's report, Myles's report. I  
17 had the Kennedy Richter estimate. I'm trying to see  
18 what else I might have. I had a few other  
19 documents. They are listed in my -- the main ones  
20 were listed in my report.

21 Q Right. And it says the Watkins file.  
22 Was that J.R. Watkins's estimate of the first four  
23 buildings?

24 A I'm not sure about his initials. But,  
25 yes, that's what I understood it to be.

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-009

George Cook - April 7, 2022

22

1           A           Yeah. For instance, building No. 1 was  
2 quite heavily mentioned and photographed in there.

3           Q           Right. Did you look at photographs that  
4 were taken by both Myles and Derek?

5           A           I did.

6           Q           I never know how many photographs  
7 everybody has seen. Was it a big pile of  
8 photographs?

9           A           It was a big pile, and they start to run  
10 together after a while. But, yes, I did look at  
11 them.

12          Q           We talked about the brick. Again, this  
13 is in general. Did anything jump out at you in  
14 Myles's report and you said, Look, that does not  
15 need to be done?

16                    I'm talking about the bigger issues. And  
17 if you say you don't have enough information to  
18 answer that question, I understand that.

19          A           I did not look at it with that aspect in  
20 mind.

21          Q           When you were looking around out there  
22 and within the parameters of Mr. Hodgin's report,  
23 did you see what you would consider construction  
24 defects? I'm not talking about wear and tear. I'm  
25 talking about, look, this is done wrong. This needs

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-010

George Cook - April 7, 2022

23

1 to be pulled out and done right.

2 A When I was going around, I did notice  
3 some of the sealant that sealed up flashing in the  
4 wrong locations. I did notice that. I did notice a  
5 couple of places where the siding abutted the  
6 flashing as opposed to leaving a space to lessen the  
7 chance of wicking.

8 I'm trying to think what else.

9 Yeah, I saw some stuff.

10 Q Those back panels which have been an  
11 issue with this case, did you kind of look at that  
12 and see if they were applied correctly or put on  
13 correctly the first time?

14 A Well, again, I didn't do any destructive  
15 testing on it. But like on building No. 1, there  
16 are certainly some problems with that one. My  
17 goodness, it was leaking on the inside. You know,  
18 there were some issues.

19 On the other buildings that I did go  
20 into, which was not all of the buildings and all of  
21 the units, I did not see anything like that.

22 On the outside I saw some paint failures  
23 in a couple of places, and I saw where the sealant  
24 was plugged in a couple of the units.

25 But, again, that was not my charge to do

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-011

George Cook - April 7, 2022

25

1 Q Do you have any knowledge one way or the  
2 other as to whether those back panels were put on  
3 any differently than building No. 1?

4 A I don't know. But from the photographs  
5 that I saw, I think they were generally the same  
6 way. Again, there might have been some caulk  
7 failures. There could have been some plugs where it  
8 didn't allow water to escape. Could have been a  
9 reverse lap, you know, that might have happened in  
10 the wrong location.

11 I don't know about the windows. I don't  
12 think any window testing has been done. There's  
13 lots of things that could be going on.

14 But from the outside, you could tell that  
15 building No. 1 was in worse shape than the others  
16 that I saw. And from the inside, you could  
17 certainly tell it, the difference.

18 So there must have been either a  
19 maintenance issue or a construction issue on  
20 building No. 1, because it's significantly different  
21 from the others.

22 Q Do you know if different contractors -- I  
23 know different companies built the first four. The  
24 Wieland company built the first four and the  
25 Wheelock entities built the ones that you're

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-012

George Cook - April 7, 2022

35

1 right word. You are assuming something that I don't  
2 understand how you would do -- that each unit is  
3 going to take \$5,000 worth of floor covering. Even  
4 in Myles's report it didn't look like it was going  
5 to do anything like that. But Myles had told him to  
6 do that, so he included that.

7 And I think there were a few other things  
8 in there.

9 Q Did Myles's report -- was his report  
10 based upon the same thing where he just looked at  
11 building 1 and kind of extrapolated?

12 A No, he looked at other buildings as well.

13 Q Do you know if he found -- this is my  
14 term, not yours -- similar construction defects in  
15 other buildings that were present in building 1?

16 A He did list some what he considered  
17 defects in similar ones. For instance, the brick  
18 slope, he mentioned that. The roofing, although  
19 there are different types of roofing, he mentioned  
20 that there were issues with that. Of course, they  
21 have the same type of windows -- assuming they are  
22 all the same type of windows.

23 Q What about the siding? Did he find  
24 similar siding installation on this project?

25 A He did. He did. Like on building No. 5

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-013

George Cook - April 7, 2022

36

1 I think he found a reverse lap at the bottom band.  
2 And he found some sealants. So there were a lot of  
3 things.

4 But that back wall, for instance, which  
5 is an expensive repair on building No. 1, I just  
6 personally don't see it in the other buildings that  
7 I saw. Again, I did not see everything either.

8 Q You didn't cut any of those panels?

9 A No.

10 Q So basically --

11 A But it was obvious on building No. 1.

12 Q Yeah. So that would be you kind of  
13 standing and looking?

14 A That's right. But to take building No. 1  
15 as the baseline seems to be pretty extreme.

16 Q I always get confused on this because I  
17 always think about the repair of construction  
18 defects, and then I think about the repair of  
19 damage.

20 A Right. Those are two different things.

21 Q Those are two different things. I'm  
22 wondering if the construction defects that exist on  
23 building 1 weren't found by Myles on the other  
24 buildings; and if they are, wouldn't they need to be  
25 repaired?

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-014

George Cook - April 7, 2022

37

1 MR. McKIE: Objection to form.

2 A I mean, certainly I would think they  
3 would be if the damage -- the resultant damage was  
4 there. Some construction defects -- for instance,  
5 flashing leg heights and things of that sort -- are  
6 perfectly functional at reduced heights from what  
7 Myles stated that he wanted to see.

8 BY MR. McCARTY:

9 Q You can't tell me that a quarter inch  
10 difference in flashing would be devastating?

11 A It's awful.

12 Q Looking at this project as a whole from  
13 your vantage point of time and experience, these  
14 people have some issues out there at this project  
15 that need to be repaired, don't they?

16 A I think so, yeah.

17 Q And the defects and the damage that are  
18 out there are not going to get any better unless  
19 they do fix them, are they?

20 A I don't know that -- Whose list of  
21 defects are you talking about?

22 Q You can use any one you want.

23 A I think the ones that Derek Hodgin  
24 pointed out certainly need to be addressed. I do.  
25 And I think there are probably a few things in

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-015

George Cook - April 7, 2022

38

1 addition to that that need to be.

2 But I think some of the defects that are  
3 listed in Myles's report -- and I'd have to go  
4 through it in detail; I can only think of a couple  
5 offhand -- probably don't need to be -- The  
6 performance of those items are just fine. And I  
7 just don't see anything that shows resultant damage  
8 from those particular defects.

9 For instance, the brick. From what I can  
10 read from the Brick Institute, they are recommending  
11 the slope should be 15 degrees. But then they also  
12 give a caveat that it can change and vary from that.

13 Q You mentioned the brick. You said you  
14 can think of another one. Can you think of the  
15 other thing?

16 A Well, the flashing leg height. I think  
17 some -- And I'd have to, again, go back to code, you  
18 know. I'd have to go back to code and look at that.

19 Q Did you see any code violations out here?

20 A Well, I mean, anytime when there's water  
21 intrusion, things that let water intrusion in or  
22 restrict water, water getting out from the building  
23 envelope, that would be a building code violation.

24 Q I know this is a hundred dollar question  
25 that I ask everybody. There are code violations out

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-016

George Cook - April 7, 2022

51

1 construction?

2 A I remember seeing that somewhere, and I  
3 can't remember whether it was in a deposition or  
4 whether it was mentioned to me when we were walking  
5 through.

6 I've got notes from each of the units, so  
7 maybe I do have that information.

8 Q But, again, you don't have any knowledge  
9 whether any of those modifications, maintenance,  
10 repairs, or otherwise impacted original construction  
11 or didn't. You don't know one way or the other?

12 A Correct.

13 MR. MANOS: I don't think I have any  
14 more questions for you, Mr. Cook. Thank you, sir.

15 E X A M I N A T I O N

16 BY MR. COLE:

17 Q Mr. Cook, my name is Andrew Cole. Can  
18 you hear me?

19 A I sure can.

20 Q I will try to be brief with this. Do you  
21 know who any of the original subcontractors are that  
22 worked on the project?

23 A I'm sure it was listed in the -- or some  
24 of them were listed in the -- What do you call it?  
25 The complaint? I mean, there's a whole list of

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-017

George Cook - April 7, 2022

52

1 them. Muhler Company, yeah.

2 Q Let me ask you this way. Are you  
3 familiar with any of the subcontractors, other than  
4 being able to read them from the caption itself?

5 A Well, I mean, I might be. I don't  
6 understand. I'm not aware of who did what in this  
7 project, but I'll certainly recognize some names as  
8 we go through.

9 Q Do you know who JMC Construction is?

10 A Do not.

11 Q Do you know who All Exteriors  
12 Construction is?

13 A No.

14 Q Do you know who Jorge Medina is?

15 A No.

16 Q So I take it you don't know what work  
17 they may have performed on the building?

18 A That's correct.

19 Q I've got a question for you that I'm  
20 going to ask in a hypothetical based off of  
21 something that you were asked by Mr. McCarty. He  
22 was asking you about whether or not you would  
23 provide a warranty for the work that -- if you were  
24 hired out there that you would perform on the  
25 buildings. Correct?

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-018

George Cook - April 7, 2022

53

1 A Correct.

2 Q And the way I understand your testimony,  
3 is that whatever would be included in the scope that  
4 you were ultimately asked to do for the repairs at  
5 the project you would warrant whatever you did  
6 personally. Correct?

7 A Correct.

8 Q And when I say you personally, that means  
9 your company, what work they would do. Correct?

10 A Yes, correct.

11 Q And the capacity of your company,  
12 whatever the new name is, whatever they are doing,  
13 you would be the general contractor for those  
14 repairs. Correct?

15 A Correct.

16 Q As the general contractor, are you the  
17 captain of the ship?

18 A Well, I mean, sure, for our work.  
19 Absolutely for our work. But we would take  
20 direction from the architect or engineer.

21 Q So the architect and the engineer would  
22 help you with some of the design work and how it  
23 would be done and how you would make sure the work  
24 was done correctly. Right?

25 A Correct. We are responsible for means

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-019

George Cook - April 7, 2022

54

1 and methods.

2 Q And then I assume that you would hire  
3 subcontractors that you believe would do whatever  
4 work you hired them to do correctly?

5 A We try our best.

6 Q You don't intend to hire a subcontractor  
7 that does work incorrectly but wrong. Right?

8 A Correct.

9 Q Now, with my hypothetical let's say that  
10 you hire a sub to do some work out there and it  
11 turns out that they didn't do the work right. You  
12 would obviously want the subcontractor to fix that  
13 work. Right?

14 A You mean we're hiring the one that  
15 actually did the work?

16 Q Yes. So the hypothetical is you're hired  
17 to do the work, and let's say you hired a  
18 subcontractor to make repairs to the siding that you  
19 described during your deposition.

20 A Okay.

21 Q Hypothetically, the subcontractor you  
22 hired did something wrong on it and it has to be  
23 repaired in the future. You would expect that sub  
24 to actually fix that. Correct?

25 A Correct.

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-020

George Cook - April 7, 2022

55

1 Q And you, as the general contractor being  
2 in charge of the job, you bear at least some  
3 responsibility to make sure that that sub did their  
4 work correctly originally. Right?

5 A Yes.

6 Q And that's kind of how construction and  
7 how the construction practice works. Right?

8 A Sure.

9 Q You wouldn't be telling me that as the  
10 general contractor I've got no responsibility to  
11 make sure the buildings are done correctly. Right?

12 A No, I don't think that would fly.

13 MR. COLE: Well, thank you. That's  
14 all the questions I have.

15 E X A M I N A T I O N

16 BY MR. SAXTON:

17 Q This is Jim Saxton. I can go quickly. I  
18 represent an individual named Paul Vasquez. Do you  
19 know who that may be?

20 A I do not.

21 Q Is it fair to say you don't know what  
22 work he may have performed at this project?

23 A Correct.

24 Q I'm going to quickly share my screen.  
25 I'm going to show you a note that was included in

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-021

George Cook - April 7, 2022

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T E

I do hereby certify that the witness whose attached deposition was taken before me in the aforementioned matter was, by me, first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the testimony contained in said deposition was, by me, reduced to writing in the presence of said witness by means of computerized transcription. The said deposition is a true and accurate transcript of the whole of the testimony given by the said witness, as aforesaid.

I do further certify that I am not connected by blood or marriage with any of the parties or their attorneys or agents, and I am not an employee of either of them, nor interested directly or indirectly in the matter of controversy either as counsel, attorney, agent or otherwise.

Sworn to and subscribed before me this the 11th day of April, 2022.

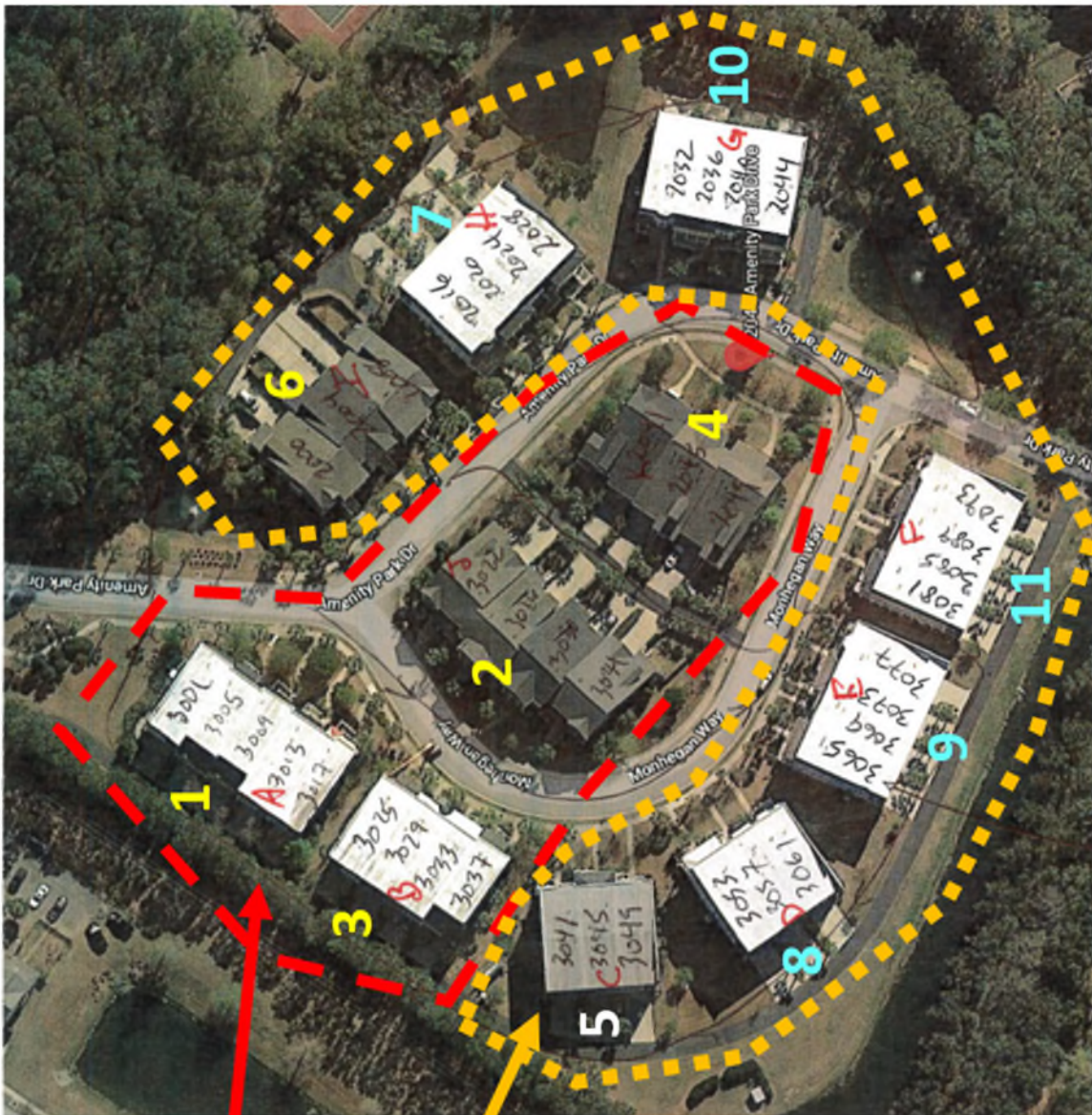
*Janice O. Darby*  
Janice O. Darby, RPR  
and Notary Public



My commission expires: 4/25/2029

Janice O. Darby, RPR  
843.814.7666 jodarby@comcast.net

Memo Exhibit G-022



Builders Support Services  
a/k/a John Wieland Homes  
(Bldgs. 1, 2, 3 & 4)

RP Companies  
(Bldgs. 5, 6, 7, 8, 9, 10 & 11)

JMC Construction (Bldgs. 1, 2, 3, 4 & 6)
Both (Bldg. 5)
All Exteriors (Bldgs. 7, 8, 9, 10 & 11)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

One Hamlin Place Townhome Association, Inc.,

Plaintiff

vs.

John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory merger to John Wieland Homes and Neighborhoods of South Carolina, Inc.; et al.

Defendants.

RP Falcon Properties, LLC (f/k/a JW Homes, LLC); RP Falcon Land, LLC (f.k.a JW Land Investment, LLC); RP Falcon Realty, LLC (f.k.a Wieland Realty, LLC); and Residential Partners, LLC

Third-Party Plaintiffs,

vs.

COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO: 2017-CP-10-05245

RP FALCON PROPERTIES, LLC F/K/A JW HOMES, LLC, RP FALCON LAND, LLC, F/K/A JW LAND INVESTMENT, LLC, RP FALCON REALTY, LLC, F/K/A WIELAND REALTY, LLC, AND RESIDENTIAL PARTNERS, LLC  
MEMORANDUM IN OPPOSITION TO ALL EXTERIORS CONSTRUCTION, LLC'S MOTION FOR SUMMARY JUDGMENT

RP Falcon Properties, LLC F/K/A JW Homes, LLC, RP Falcon Land, LLC, F/K/A JW Land Investment, LLC, RP Falcon Realty, LLC, F/K/A Wieland Realty, LLC, and Residential Partners, LLC (hereinafter collectively referred to, for convenience and purposes of this memorandum only, as the "RP Companies") hereby submit this memorandum in opposition to Defendant All Exteriors Construction, LLC's ("All Exteriors") Motion for Summary Judgment.

### **Introduction**

This is a motion for summary judgment by a subcontractor against a general contractor on the general contractor's claims for equitable indemnity. This motion should be denied as under South Carolina law a general contractor is not automatically liable for the negligence of its subcontractors. See Fields v. J. Haynes Waters Builders, Inc. 376 S.C. 545, 560, 658 S.E.2d 80,89 (2008). Instead, whether, and to what extent a general contractor is liable for the negligence of its subcontractors is a question for the fact-finder to determine. Stoneledge at Lake Keowee v. Clear View, 413 S.C. 615, 776 SE 2d 426 (Ct. App. 2015).

### **Background**

This is a construction defect action arising out of the construction of 11 townhomes known as One Hamlin Place ("One Hamlin"). RP Falcon Properties, LLC F/K/A JW Homes, LLC ("JW Homes") served as the general contractor for buildings 5 through 11 at One Hamlin Place (hereinafter collectively referred to, for convenience and purposes of this memorandum only, as "One Hamlin Phase II"). The Certificates of Occupancy ("CO") for One Hamlin Phase II were issued between April 23, 2013 and November 25, 2014 and identify JW Homes or JW Homes LLC as the contractor. See Exhibit A. The COs for Buildings 1 through 4 of One Hamlin were issued between August 5, 2009 and April 5, 2012 and identify John Wieland Homes & Neighborhood of the Carolinas as the contractor. See Exhibit B.

Plaintiff filed this action against the RP Companies<sup>1</sup>, among others, alleging deficiencies in the construction of the townhomes at One Hamlin. The RP Companies

---

<sup>1</sup> Plaintiff alleges a theory of amalgamation against JW Homes and other entities, including the RP Companies, relating to a series of transactions that occurred between 2009 through 2012. Plaintiff claims that these entities and a number of others are amalgamated and that for purposes of any judgment that may be rendered in favor of the Plaintiff, these entities should be treated as a single

answered the Plaintiff's complaint denying liability and filing cross-claims and a third-party complaint seeking indemnity from various subcontractors who performed the work at One Hamlin Phase II, alleging that these subcontractors must identify the RP Companies if and to the extent that the RP Companies are found liable to Plaintiff for damages relating to the subcontractors' work. All Exteriors was a subcontractor who performed work at buildings 5 and 7 through 11 at One Hamlin Phase II and has moved for summary judgment as to the RP Companies' claims. See purchase orders and invoices reflecting work performed by All Exteriors ("Exhibit C") and All Exteriors' Memorandum in Support at page 5. This motion should be denied as All Exteriors cannot establish that the undisputed facts show that All Exteriors is entitled to judgment against the RP Companies as a matter of law.

### **Argument**

**I. All Exteriors is not Entitled to Summary Judgment on the RP Companies' claim for Indemnity.**

Genuine issues of material fact exists as to whether, and to what extent, the RP Companies are entitled to recover indemnity from All Exteriors for All Exteriors' work at One Hamlin Phase II. JW Homes did not self-perform the construction at One Hamlin Phase II. See Affidavit of JT McMickle ("Exhibit D"). Instead it paid subcontractors, such as All Exteriors, to perform the construction, including the work at One Hamlin Phase II claimed to be deficient in this suit. Id. and Exhibit C. While the RP Companies deny Plaintiff's claims, Plaintiff seeks damages from the RP Companies for All Exteriors' work at One Hamlin Phase II. All Exteriors installed the siding at Buildings 5, 7, 8, 9, 10 and

---

business enterprise. Therefore, while RP Falcon Properties, LLC F/K/A JW Homes, LLC was the general contractor for One Hamlin Phase II, for the purposes of this motion, RP Falcon Properties, LLC F/K/A JW Homes, LLC, RP Falcon Land, LLC, F/K/A JW Land Investment, LLC, RP Falcon Realty, LLC, F/K/A Wieland Realty, LLC, and Residential Partners, LLC (the "RP Companies") are each entitled to indemnity to the extent that Plaintiff proves they are amalgamated.

11. See Exhibit C and All Exteriors' Memorandum in Support at page 5. Plaintiff contends there are deficiencies with the installation of the siding at those buildings.<sup>2</sup> Specifically, Plaintiff's experts claim as defective and call for the complete removal and replacement of the siding installed by All Exteriors:

INSTRUCTIONS. IT IS NOT REQUIRED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION instructions, it is in violation of the building code and is subject to failure. The siding at One Hamlin Place is installed in violation of the manufacture's installation instructions and therefore, is in violation of the building code in effect at the time the building permit was issued. Another cementitious siding was used at One Hamlin Place but remains unidentified at this time. Installation requirements and therefore, construction deficiencies

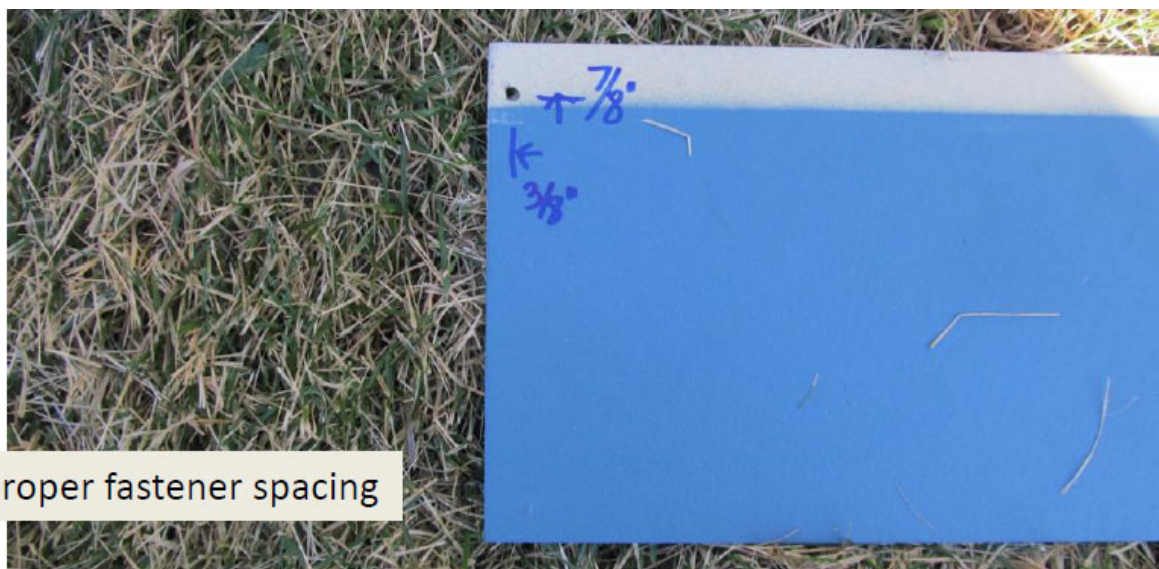
The Hardiplank siding has been installed using a blind nailing installation. The fasteners used for installation are 2" ring shank hot dipped galvanized siding nail with a 0.22" nominal diameter head. This is a violation of the IRC, Section R703.4 and the James Hardie installation requirements for the location of the home. The use of improper fasteners will negatively affect the ability of the siding to resist wind loading.

1. Lack of proper fastener spacing (should be 16" on center)
2. Lack of proper fasteners (too small )
3. Lack of fasteners in studs (all fasteners shall penetrate the studs 1 1/2 ")
4. Lack of 1/8" gap at trim intersections and siding butt joints for sealant
5. Lack of proper 1" gap at siding/roof intersections
6. Hardie Plank in contact with flashing and sealant
7. Lack of fasteners at butt joints
8. Lack of a stud at a butt joint

Excerpts from the report of Myles Glick, AIA dated March 8, 2018 at page 3. (Exhibit E).

<sup>2</sup> To survive summary judgment, the RP Companies need only show that at least some of All Exteriors' work at One Hamlin Phase II is complained-of. For the sake of expediency and economy of briefing this memo does not purport to include a full listing of All Exteriors' complained-of work at One Hamlin Phase II.

2 Q. Gotcha. What is the other issue?  
 3 A. And then the spacing between the -- is  
 4 more than 16 inches, and these studs are 16 inches  
 5 on this building. And then all the pictures  
 6 surrounding it illustrate the same thing. It's a  
 7 long board. And then 21 actually is the  
 8 HardiePlank label, so it is HardiePlank. 22, it's  
 9 nailed too close to the butt joint. And almost on  
 10 an inch; it's 7/8ths. So it's fairly close, but  
 11 it's just too close to the edge. It should be an  
 12 inch. It's 3/8ths. There's just not a holding  
 13 power of the board left.



Improper fastener spacing

Deposition of Myles Glick, AIA dated March 8, 2019, page 135 line 2 – line 13 (Exhibit F)  
 and photo from Myles Glick's file referenced in the above testimony.

5 Q. But your opinion is that the siding  
 6 needs to be replaced?  
 7 A. Absolutely. For the exposure and the  
 8 type of fastener and the lack of fastener  
 9 penetration at the studs after.

Deposition of Myles Glick, AIA dated March 11, 2019, page 268 line 5 – line 9. (Exhibit F).

19 Q You did not bracket in 17A item No. 2  
 20 which says, "Remove all siding and repair all  
 21 damaged sheathing," and goes on to talk about  
 22 applying the fluid-applied. And we asked Mr. Glick  
 23 about that. Do you intend to opine that all the  
 24 HardiePlank siding out at the site needs to be  
 25 removed and replaced because improper fasteners were

---

Page 137

1 used?  
 2 A Yes. That's the second part of item two  
 3 under Recommendations where I document that  
 4 condition.

Deposition of R. Mease, dated March 14, 2019, page 136 line 19 – page 137 line 4.  
 (Exhibit G)

All Exteriors argues that the RP Companies cannot maintain an equitable indemnity claim against the subcontractors based on the “negligence rule” that prevents joint tortfeasors from recovering from one another under a claim for equitable indemnity. As an initial point, the RP Companies have standing to assert equitable indemnity claims because “[a] general contractor’s relationship with its subcontractor in the residential construction context is sufficient to support the general contractor’s right of equitable indemnity against the subcontractor.” Stoneledge at Lake Keowee v. Clear View, 413 S.C. 615, 776 SE 2d 426 (Ct. App. 2015).

“To recover damages on its equitable indemnity claim, [the general contractor] must prove the following: (1) [the subcontractor] was at fault in causing [the homeowner’s] water intrusion damages; (2) [the general contractor] has no fault for those damages; and (3) [the general contractor] incurred expenses that were necessary to protect its interest in defending against [the homeowner’s] claim.”

Id.

In Stoneledge, the Court of Appeals held that a general contractor does not necessarily share in the fault of defective work put in place by its subcontractors, and

therefore, is able to recover from a subcontractor under a claim for equitable indemnity. Id.; See also Fields v. J. Haynes Waters Builders, Inc. 376 S.C. 545, 560, 658 S.E.2d 80,89 (2008)(A general contractor is not automatically responsible for the negligence of a subcontractor).

Accordingly, because the RP Companies can prove at trial that they do not necessarily share in the fault of the alleged defective siding installation performed by All Exteriors, genuine issues of material fact exist as to whether, and to what extent, the RP Companies can recover indemnity from All Exteriors. Id.; Exhibit D. This factual dispute will not be resolved until trial when Plaintiff's claims against the RP Companies, and the RP Companies' indemnity claims against its subcontractors, are heard and resolved.

**II. All Exteriors' Motion regarding "disguised indemnity" under Stoneledge should be denied.**

All Exteriors argues that the RP Companies' crossclaims for negligence, breach of warranty and breach of contract are not independent causes of action but merely "disguised indemnity claims." All Exteriors' Memorandum in Support at page 8 – 10. The RP Companies do not dispute that, under Stoneledge, its negligence, breach of warranty, and breach of contract causes of action form the substantive basis for its indemnity claim. However, these causes of action are not a veiled indemnity claim because the RP Companies will introduce evidence of the subcontractors' breaches that underpin the indemnity claim. As such, these claim, whether labeled "causes of action" or "basis for indemnity" are valid and should not be dismissed.

**Conclusion**

All Exteriors' motion for summary judgment should be denied, and the matter of the All Exteriors' potential liability to the RP Companies should be submitted to the jury

after all the evidence is heard on Plaintiff's claims against the RP Companies and the RP Companies' claims against All Exteriors.

Respectfully submitted,

PARKER POE ADAMS & BERNSTEIN LLP  
200 Meeting Street, Suite 301  
Charleston, SC 29401

By: s/ Thomas C. Hildebrand, Jr.  
Thomas C. Hildebrand, Jr.  
SC Bar # 2501  
843.727.2653 (direct dial)  
[tomhildebrand@parkerpoe.com](mailto:tomhildebrand@parkerpoe.com)

W. Greyson Land  
843.727.2462 (direct dial)  
[greysonland@parkerpoe.com](mailto:greysonland@parkerpoe.com)

Attorneys for Defendant Residential Partners,  
LLC

And

By: s/ Blake A. McKie  
Brian C. Duffy  
Blake A. McKie  
Duffy & Young, LLC  
96 Broad Street  
Charleston, SC 29401  
Telephone (843) 720-2044  
Fax (843) 720-2047  
[bduffy@duffyandyoung.com](mailto:bduffy@duffyandyoung.com)  
[bmckie@duffyandyoung.com](mailto:bmckie@duffyandyoung.com)

Attorneys for Defendants, RP Falcon Properties, LLC F/K/A JW Homes, LLC, RP Falcon Land, LLC, F/K/A JW Land Investment, LLC, RP Falcon Realty, LLC, F/K/A Wieland Realty, LLC, and Residential Partners, LLC

# Exhibit A

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION****CERTIFICATE OF OCCUPANCY****03/20/2014**

---

**PERMIT #** RN-13-097683

**PROJECT NAME:** JW Homes

**ADDRESS:** 3061 Monhegan Way

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes LLC  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29466

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCY LOAD:** 0

**CONSTRUCTION TYPE:** VA

**SQUARE FOOTAGE:** 2782

---

**SPECIAL PROVISIONS:**

**This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification**

---

**T. Lee Cave, Building Official**

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION****CERTIFICATE OF OCCUPANCY****07/26/2013**

---

**PERMIT #** RN-12-092021

**PROJECT NAME:** John Wieland

**ADDRESS:** 3041 Monhegan Way

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC

**PROPOSED USE:**

**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCY LOAD:** 0

**CONSTRUCTION TYPE:** VA

**SQUARE FOOTAGE:** 2820

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

**06/04/2013**

**PERMIT #** RN-12-092020  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3045 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29466  
**Contractor's Name** JW Homes

3015 Dunes West Blvd Ste 502  
 Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC

**PROPOSED USE:**  
**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family  
**SQUAREFOOTAGE:** 2782

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

**BUILDING OFFICIAL**



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

**06/03/2013**

**PERMIT #** RN-12-092015  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3049 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29466  
**Contractor's Name** JW Homes

3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC

**PROPOSED USE:**  
**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family  
**SQUARE FOOTAGE:** 2817

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

**BUILDING OFFICIAL**



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

03/28/2014

---

**PERMIT #** RN-13-097682

**PROJECT NAME:** JW Homes

**ADDRESS:** 3053 Monhegan Way

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes LLC  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29466

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2820

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

03/20/2014

---

**PERMIT #** RN-13-097681

**PROJECT NAME:** JW Homes

**ADDRESS:** 3057 Monhegan Way

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes LLC

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29466

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2817

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 08/04/2014

---

**PERMIT #** RN-13-099693

**PROJECT NAME:** JW Homes

**OWNER NAME** John Wieland Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3065 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 10/16/2014

---

**PERMIT #** RN-13-099694

**PROJECT NAME:** JW Homes

**OWNER NAME** John Wieland Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3069 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2817

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION****CERTIFICATE OF OCCUPANCY****09/17/2014**

---

**PERMIT # RN-13-099696****PROJECT NAME: JW Homes****OWNER NAME John Wieland Homes  
ADDRESS 3015 Dunes West Blvd Ste 502****Mt  
Pleasant****PROPERTY 3073 Monhegan Way  
ADDRESS: Mt Pleasant, SC 29466****Contractor: JW Homes****3015 Dunes West Blvd Ste 502****Mt Pleasant****SC****29464****CONSTRUCTION TYPE: New Townhome 2006 IRC & 2009 IECC****PROPOSED USE: Dwelling****OCCUPANCYTYPE: R-3 and IRC Residential, one and two family****OCCUPANCYLOAD: 0****CONSTRUCTIONTYPE: VA****SQUARE FOOTAGE: 2782****SPRINKLED: 0**

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

**T. Lee Cave, Building Official**



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 09/19/2014

---

**PERMIT #** RN-13-099702

**PROJECT NAME:** JW Homes

**OWNER NAME** John Wieland Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3077 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2820

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 11/25/2014

---

**PERMIT #** RN-14-103063

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3081 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2820

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 11/25/2014

---

**PERMIT #** RN-14-103066

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3085 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Townhome

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

11/24/2014

---

**PERMIT #** RN-14-103071

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3089 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2817

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

11/24/2014

---

**PERMIT #** RN-14-103072

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3093 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

10/02/2014

---

**PERMIT #** RN-13-101762

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 2032 Amenity Park Dr  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2820

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 10/15/2014

---

**PERMIT #** RN-13-101734

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 2036 Amenity Park Dr  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION****CERTIFICATE OF OCCUPANCY****09/29/2014**

---

**PERMIT # RN-13-101728****PROJECT NAME: JW Homes****OWNER NAME JW Homes  
ADDRESS 3015 Dunes West Blvd Ste 502****Mt  
Pleasant****PROPERTY 2040 Amenity Park Dr.  
ADDRESS: Mt Pleasant, SC 29466****Contractor: JW Homes****3015 Dunes West Blvd Ste 502****Mt Pleasant****SC****29464****CONSTRUCTION TYPE: New Townhome 2012 IRC & 2009 IECC****PROPOSED USE: Dwelling****OCCUPANCYTYPE: R-3 and IRC Residential, one and two family****OCCUPANCYLOAD: 0****CONSTRUCTIONTYPE: VA****SQUARE FOOTAGE: 2817****SPRINKLED: 0**

---

**SPECIAL PROVISIONS:**

**This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification**

---

**T. Lee Cave, Building Official**



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 09/09/2014

---

**PERMIT #** RN-13-101727

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 2044 Amenity Park Dr  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Townhome

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 02/19/2014

---

**PERMIT #** RN-13-096959

**PROJECT NAME:** JW Homes

**ADDRESS:** 2016 Amenity Park Dr

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2820

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 02/11/2014

---

**PERMIT #** RN-13-096939

**PROJECT NAME:** JW Homes

**ADDRESS:** 2020 Amenity Park Dr

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 05/22/2014

---

**PERMIT #** RN-13-096936

**PROJECT NAME:** JW Homes

**ADDRESS:** 2024 Amenity Park Dr

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2817

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 12/19/2013

---

**PERMIT #** RN-13-096932

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502  
Mt Pleasant

**PROPERTY ADDRESS:** 2028 Amenity Park Dr  
Mt Pleasant, SC 29466

**Contractor:** JW Homes  
3015 Dunes West Blvd Ste 502 Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC  
**PROPOSED USE:** Single Family Dwelling  
**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family  
**OCCUPANCYLOAD:** 0  
**CONSTRUCTIONTYPE:** VA  
**SQUARE FOOTAGE:** 2782  
**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

**05/17/2013**

**PERMIT #**                    **RN-12-091555**  
**PROJECT NAME:**           **John Wieland**  
**ADDRESS:**                **2000 Amenity Park Dr**  
**CITY, ST ZIP:**            **Mt Pleasant, SC 29466**  
**Contractor's Name** **JW Homes**

**3015 Dunes West Blvd Ste 502**  
**Mt Pleasant                    SC                    29464**

**CONSTRUCTION TYPE: New Single Family Dwelling 2006 IRC & IECC**

**PROPOSED USE:**  
**OCCUPANCY TYPE:**       **R-3 and IRC Residential, one and two family**  
**SQUARE FOOTAGE:**       **2749**

**SPECIAL PROVISIONS:**

**This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.**

**BUILDING OFFICIAL**



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

**05/23/2013**

**PERMIT #                   RN-12-091606**

**PROJECT NAME:           John Wieland**

**ADDRESS:                   2004 Amenity Park Dr**

**CITY, ST ZIP:             Mt Pleasant, SC 29466**

**Contractor's Name JW Homes**

**3015 Dunes West Blvd Ste 502  
Mt Pleasant                   SC                   29464**

**CONSTRUCTION TYPE: New Single Family Townhome 2006 IRC & IECC**

**PROPOSED USE:**

**OCCUPANCYTYPE:         R-3 and IRC Residential, one and two family**

**SQUAREFOOTAGE:        2676**

**SPECIAL PROVISIONS:**

**This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.**

**BUILDING OFFICIAL**



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

**04/23/2013**

**PERMIT # RN-12-091604**

**PROJECT NAME: John Wieland**

**ADDRESS: 2008 Amenity Park Dr**

**CITY, ST ZIP: Mt Pleasant, SC 29466**

**Contractor's Name JW Homes**

**3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464**

**CONSTRUCTION TYPE: New Single Family Home 2006 IRC & IECC**

**PROPOSED USE:**

**OCCUPANCY TYPE: R-3 and IRC Residential, one and two family**

**SQUARE FOOTAGE: 2732**

**SPECIAL PROVISIONS:**

**This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.**

**BUILDING OFFICIAL**

# Exhibit B

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

07/26/2010

---

**PERMIT #** RN-08-075072  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3017 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29464

**Contractor's Name** John Wieland Homes & Neighborhood of the Carolinas  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2003 IRC NEW FLOOD REGS

**PROPOSED USE:**  
**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**SQUAREFOOTAGE:** 2862

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.



\_\_\_\_\_  
BUILDING OFFICIAL



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

**08/12/2011**

**PERMIT #**                      **RN-10-083723**  
**PROJECT NAME:**            **John Wieland**  
**ADDRESS:**                    **2041 Amenity Park Dr**  
**CITY, ST ZIP:**                **Mt Pleasant, SC 29466**  
**Contractor's Name** **John Wieland Homes & Neighborhood of Carolinas**

3015 Dunes West Blvd Ste 502  
Mt Pleasant                      SC                      29464

**CONSTRUCTION TYPE: New Townhome 2006 IRC & IECC**

**PROPOSED USE:**  
**OCCUPANCYTYPE:**        **R-3 and IRC Residential, one and two family**  
**SQUARE FOOTAGE:**        **2732**

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

**BUILDING OFFICIAL**



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

**08/22/2011**

**PERMIT #** RN-10-083743  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 2045 Amenity Park Dr  
**CITY, ST ZIP:** Mt Pleasant, SC 29466  
**Contractor's Name** John Wieland Homes & Neighborhood of Carolinas

3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC

**PROPOSED USE:**  
**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family  
**SQUAREFOOTAGE:** 2676

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

**BUILDING OFFICIAL**

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

08/05/2009

---

**PERMIT #** RN-08-075060  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3001 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC

**Contractor's Name** John Wieland Homes & Neighborhood of the Carolinas  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2003 IRC NEW FLOOD REGS

**PROPOSED USE:**


**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family

**SQUARE FOOTAGE:** 2847

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.



\_\_\_\_\_  
BUILDING OFFICIAL

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

03/31/2010

---

**PERMIT #**                    **RN-08-075062**  
**PROJECT NAME:**         **John Wieland**  
**ADDRESS:**                **3005 Monhegan Way**  
**CITY, ST ZIP:**            **Mt Pleasant, SC**

**Contractor's Name** **John Wieland Homes & Neighborhood of the Carolinas**  
                                  **3015 Dunes West Blvd Ste 502**  
                                  **Mt Pleasant                                    SC                                    29464**

**CONSTRUCTION TYPE:** **New Townhome 2003 IRC NEW FLOOD REGS**

**PROPOSED USE:**

**OCCUPANCYTYPE:**        **R-3 and IRC Residential, one and two family**

**SQUAREFOOTAGE:**        **2652**

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

---

  
BUILDING OFFICIAL

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

09/14/2009

---

**PERMIT #** RN-08-075063  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3009 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29464

**Contractor's Name** John Wieland Homes & Neighborhood of the Carolinas  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2003 IRC NEW FLOOD REGS

**PROPOSED USE:**

**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family

**SQUARE FOOTAGE:** 2652

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.



---

BUILDING OFFICIAL

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

08/23/2010

---

**PERMIT #**                    **RN-08-075069**  
**PROJECT NAME:**        **John Wieland Homes**  
**ADDRESS:**                **3013 Monhegan Way**  
**CITY, ST ZIP:**            **Mt Pleasant, SC 29464**

**Contractor's Name** **John Wieland Homes & Neighborhood of the Carolinas**  
                                  **3015 Dunes West Blvd Ste 502**  
                                  **Mt Pleasant                                    SC                                    29464**

**CONSTRUCTION TYPE:** **New Townhome 2003 IRC NEW FLOOD REGS**

**PROPOSED USE:**  
**OCCUPANCY TYPE:**        **R-3 and IRC Residential, one and two family**

**SQUARE FOOTAGE:**                                    **3038**

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.



---

**BUILDING OFFICIAL**



Mount Pleasant

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

02/16/2011

**PERMIT #**                      **RN-10-081288**

**PROJECT NAME:**            **John Wieland**

**ADDRESS:**                    **3022 Monhegan Way**

**CITY, ST ZIP:**                **Mt Pleasant, SC 29464**

**Contractor's Name** **John Wieland Homes & Neighborhood of Carolinas**

3015 Dunes West Blvd Ste 502  
 Mt Pleasant                      SC                      29464

**CONSTRUCTION TYPE: New Townhome 2006 IRC & IECC**

**PROPOSED USE:**

**OCCUPANCY TYPE:**        R-3 and IRC Residential, one and two family

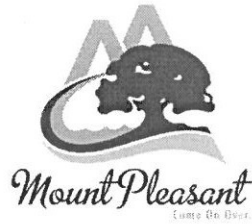
**SQUARE FOOTAGE:**        2750

**SPECIAL PROVISIONS:**

[Empty rectangular box for special provisions]

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

BUILDING OFFICIAL



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

09/08/2011

**PERMIT #** RN-10-083801  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3025 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC  
**Contractor's Name** John Wieland Homes & Neighborhood of Carolinas

3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC Flood AE 14 + 1

**PROPOSED USE:**  
**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family  
**SQUAREFOOTAGE:** 2966

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

BUILDING OFFICIAL



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

**03/21/2011**

---

**PERMIT #** RN-10-081226  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3026 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29464  
**Contractor's Name** John Wieland Homes & Neighborhood of Carolinas

3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC

**PROPOSED USE:**  
**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family  
**SQUAREFOOTAGE:** 3119

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

---

**BUILDING OFFICIAL**





*Mount Pleasant*

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

02/02/2011

**PERMIT #                      RN-10-081234**

**PROJECT NAME:              John Wieland Homes**

**ADDRESS:                      3030 Monhegan Way**

**CITY, ST ZIP:                Mt Pleasant, SC 29464**

**Contractor's Name John Wieland Homes & Neighborhood of the Carolinas**

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE: New Townhome 2006 IRC & IECC**

**PROPOSED USE:**

**OCCUPANCYTYPE:            R-3 and IRC Residential, one and two family**

**SQUARE FOOTAGE:           3081**

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

BUILDING OFFICIAL



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

**03/07/2012**

**PERMIT #**                      **RN-10-083932**  
**PROJECT NAME:**            **John Wieland Homes**  
**ADDRESS:**                    **3033 Monhegan Way**  
**CITY, ST ZIP:**                **Mt Pleasant, SC 29466**  
**Contractor's Name** **John Wieland Homes & Neighborhood of Carolinas**

3015 Dunes West Blvd Ste 502  
Mt Pleasant                      SC                      29464

**CONSTRUCTION TYPE:** **New Townhome 2006 IRC & IECC - Flood AE 14 + 1**

**PROPOSED USE:**  
**OCCUPANCY TYPE:**        **R-3 and IRC Residential, one and two family**  
**SQUARE FOOTAGE:**        **2675**

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

**BUILDING OFFICIAL**



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

03/15/2011

**PERMIT #** RN-10-081201  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3034 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC  
**Contractor's Name** John Wieland Homes & Neighborhood of Carolinas

3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

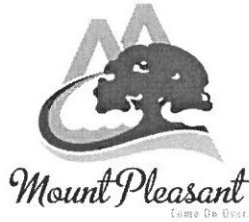
**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC

**PROPOSED USE:**  
**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family  
**SQUARE FOOTAGE:** 2732

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

BUILDING OFFICIAL



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

**08/23/2011**

---

**PERMIT #**                    **RN-10-083933**  
**PROJECT NAME:**            **John Wieland**  
**ADDRESS:**                 **3037 Monhegan Way**  
**CITY, ST ZIP:**             **Mt Pleasant, SC**  
**Contractor's Name** **John Wieland Homes & Neighborhood of Carolinas**

**3015 Dunes West Blvd Ste 502**  
**Mt Pleasant                            SC                            29464**

**CONSTRUCTION TYPE: New Townhome 2006 IRC & IECC - Flood AE 14 + 1**

**PROPOSED USE:**  
**OCCUPANCYTYPE:**         **R-3 and IRC Residential, one and two family**  
**SQUAREFOOTAGE:**         **3726**

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

---

**BUILDING OFFICIAL**

# Exhibit C

*John Wieland*  
**JOHN WIELAND HOMES  
 AND NEIGHBORHOODS**

**RECEIVED**  
 FEB 03 2014  
**JW HOMES, LLC**

**MEASUREMENT PURCHASE ORDER**

Number: 02967961 Date: 9/19/2013 For: (33700) Siding/Cornice Labor Print JRJC Form

To: t0795-ALL EXTERIORS CONSTR  
 4116 MEETING STREET  
 N CHARLESTON SC 29405

Ship To: ohp-t/000/0014  
 One Hamlin Place  
 3057 Monhegan Way  
 Mt. Pleasant SC 29464

Reverse Willingha1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: FORREST CHIP COOPER  
 JR

Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	<del>12.7000</del> <sup>11.5</sup>	170.000	<del>2,159.00</del> <sup>3335.00</sup>
scrown	crown mold & frieze	lf	<del>92.0000</del> <sup>90</sup>	6.500	<del>598.00</del> <sup>585.00</sup>
scfascia	fascia and soffit	lf	<del>92.0000</del> <sup>90</sup>	8.500	<del>782.00</del> <sup>765.00</sup>
scpedimentbi	pediment build & install	each	<del>2.0000</del> <sup>2</sup>	70.000	<del>140.00</del> <sup>140.00</sup>

Sub-Total ~~3,559.00~~  
 Sales Tax 0.00  
 Total Amt ~~3,559.00~~ <sup>4825.00</sup>

Authorized Signature:  
 By: *[Signature]*  
 Title: PAYMENT APPROVED BY  
FRANCIS PILCHER  
 Date: 11/20/13  
ASSOC. SIG. BUILDER

Vendor/Sub-Contractor:  
 By: *[Signature]*  
 Title: \_\_\_\_\_  
 Date: 11/20/13

Approved For Payment:  
 By: \_\_\_\_\_  
 Title: PAYMENT APPROVED BY  
SCOTT PARKER  
 Date: CONSTRUCTION MANAGER

**PAYMENT APPROVED BY**  
**JAMES HUFFMAN**  
 JP CONSTR-CHARLESTON

*John Wieland*  
**JOHN WIELAND HOMES  
 AND NEIGHBORHOODS**  
 P.O. BOX 87514 • ATLANTA, GA 30337

**Variance Purchase Order**

**95135617**

Vendor/Trade Partner: <i>all ext, LLC</i>		Neighborhood/Lot/Block: <i>OHP-T</i> <i>one hamlin place # 14</i>	
Vendor Number: (Must have vendor number for payment) <i>+ 0795</i>		Activity Number: (Only one activity number per VPO) <i>33700</i>	Activity Description:
Vendor/Trade Partner Phone Number:	Date: <i>1/20/14</i>	Original Budget:	Paid to Date:

**Variance Code:**

**Original PO#:**

Description of Work/Materials (only one activity number per VPO)	Quantity	Price	Subtotal
		x \$	=
		x \$	=
<i>work per invoice 187</i>		x \$	= <i>3290.00</i>
		x \$	=
		x \$	=
		x \$	=
		x \$	=
		x \$	=
		x \$	=

**PAYMENT APPROVED BY**  
*JAMES HUFFMAN*  
 VP CONSTRUCTION

COMMENTS TO ESTIMATOR/VPO PREVENTION RECOMMENDATION:

*dawg*

Subtotal:	<i>X</i>
Sales Tax:	

**ELIMINATE THE VARIANCE!**

VPO Total Amount:

**\$ 3290.00**

**PAYMENT APPROVED BY**  
 builder Signature: *DOUG PILCHER*  
 ASSOC. SIG. BUILDER

Vendor/Trade Partner Signature:

Neighborhood Manager:  
**PAYMENT APPROVED BY**  
**SCOTT PARKER**  
 CONSTRUCTION MANAGER

by: *[Signature]*

by: *[Signature]*

by: *[Signature]*

Distribution: White Accounting Yellow - Trade Partner

*John Wieland*  
**JOHN WIELAND HOMES  
 AND NEIGHBORHOODS**

**RECEIVED**  
 FEB 03 2014  
**JW HOMES, LLC**

**MEASUREMENT PURCHASE ORDER**

Number: 02967974 Date: 9/19/2013 For: (33700) Siding/Cornice Labor Print JRJC Form

To: t0795-ALL EXTERIORS CONSTR  
 4116 MEETING STREET  
 N CHARLESTON SC 29405

Ship To: ohp-t/000/0015  
 One Hamlin Place  
 3061 Monhegan Way  
 Mt. Pleasant SC 29464

Standard Willingha1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: **FORREST CHIP COOPER  
 JR**

Group: 720

Resource/Use Description	Unit	Quantity	Price	Extension
ONOTEALIST PO is for entire scope of work. VPOs will not be accepted	note	0.0000	0.000	0.00
1sidingtrim Install all siding includes PT band	sqr	<del>28.0000</del> <sup>22</sup>	170.000	<del>4,760.00</del> <sup>6380.00</sup>
scbaywnddbl double bay window	each	1.0000	500.000	500.00 ✓
sccrown crown mold & frieze	lf	<del>157.0000</del> <sup>152</sup>	6.500	<del>1,020.50</del> <sup>988.00</sup>
scfascia fascia and soffit	lf	<del>157.0000</del> <sup>152</sup>	8.500	<del>1,334.50</del> <sup>1292.00</sup>
scpedimentbl pediment build & install	each	<del>0.0000</del>	70.000	<del>0.00</del> <sup>840.00</sup>
			Sub-Total	<del>7,615.00</del>
			Sales Tax	0.00
			Total Amt	<del>7,615.00</del> <sup>10,000.00</sup>

PAYMENT APPROVED BY  
 JAMES HUFFMAN  
 VP COLLECTOR-CHARLESTON

Authorized Signature:  
 By: *[Signature]*  
 Title: **PAYMENT APPROVED BY  
 DOUG FALCHER  
 ASSOC. SIV. BUILDER**  
 Date: 1/20/14

Vendor Sub-Contractor:  
 By: *[Signature]*  
 Title: \_\_\_\_\_  
 Date: 1/20/14

Approved For Payment:  
 By: \_\_\_\_\_  
 Title: **PAYMENT APPROVED BY  
 SCOTT PARKER  
 CONSTRUCTION MANAGER**  
 Date: \_\_\_\_\_



*John Wieland*  
**JOHN WIELAND HOMES  
 AND NEIGHBORHOODS**  
 P.O. BOX 87514 • ATLANTA, GA 30337

**Variance Purchase Order**

**95135615**

Vendor/Trade Partner: <i>all Ext., LLC</i>		Neighborhood/Lot/Block: <i>OHP-T</i> <i>one hamlin place # 15</i>	
Vendor Number: (Must have vendor number for payment) <i>+ 0795</i>		Activity Number: (Only one activity number per VPO) <i>33700</i>	Activity Description:
Vendor/Trade Partner Phone Number:	Date: <i>1/20/14</i>	Original Budget:	Paid to Date:

**Variance Code:**

Original PO#:

Description of Work/Materials (only one activity number per VPO)	Quantity	Price	Subtotal
		x \$	=
		x \$	=
<i>work per invoice</i>		x \$	= <i>3150<sup>00</sup></i>
<i>188</i>		x \$	=
		x \$	=
		x \$	=
		x \$	=
		x \$	=
		x \$	=

COMMENTS TO ESTIMATOR/VPO PREVENTION RECOMMENDATION:

*dwg*

**ELIMINATE THE VARIANCE!**

PAYMENT APPROVED BY  
 JAMES HUFFMAN  
 VP CONSTRUCTION

Subtotal:

Sales Tax:

<i>X</i>
----------

VPO Total Amount:

<b>\$ 3150<sup>00</sup></b>
-----------------------------

Vendor Signature:  
 PAYMENT APPROVED BY  
 DOUG PARKER  
 ASSOC. SIG. BUILDER

Vendor/Trade Partner Signature:

Neighborhood Manager:

by:

by:

by:

**PAYMENT APPROVED BY  
 SCOTT PARKER  
 CONSTRUCTION MANAGER**

Distribution: White - Accounting Yellow - Trade Partner

321090213

# Invoice

All Exteriors Construction LLC

4116 meeting st  
SC 29405

Date	Invoice #
1/20/2014	188

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit # 15 monhegan way

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
02967974			1/20/2014		doug	

Quantity	Item Code	Description	Price Each	Amount
22	ns	siding	290.00	6,380.00
152	ch	cornice/hardi	8.50	1,292.00
152	fr	frieze	6.50	988.00
100	ba	bandboard	6.00	600.00
12	ped	pediments	70.00	840.00
1	dw	detailed wall	1,350.00	1,350.00
1	pw	parapet wall	1,200.00	1,200.00
1	bd	bay/double	500.00	500.00

			<b>Total</b>	\$13,150.00
--	--	--	--------------	-------------

**RECEIVED**  
 APR 28 2014  
 JW HOMES, LLC

*John Wieland*  
**JOHN WIELAND HOMES  
 AND NEIGHBORHOODS**  
 P.O. BOX 87514 • ATLANTA, GA 30337

**Variance Purchase Order** 95134542

Vendor/Trade Partner: <i>all ext. LLC</i>		Neighborhood/Lot/Block: <i>OHP-T 16 Mon began way one hamlin place unit 16</i>	
Vendor Number: (Must have vendor number for payment) <i>101795</i>		Activity Number: (Only one activity number per VPO) <i>33100</i>	Activity Description:
Vendor/Trade Partner Phone Number:	Date: <i>4/29/14</i>	Original Budget:	Paid to Date:

**Variance Code:**

Original PO#:

Description of Work/Materials (only one activity number per VPO)	Quantity	Price	Subtotal
	x \$		=
	x \$		=
<i>work per invoice 306</i>	x \$		= <i>13,155.00</i>
	x \$		=
	x \$		=
	x \$		=
	x \$		=
	x \$		=
	x \$		=

COMMENTS TO ESTIMATOR/VPO PREVENTION RECOMMENDATION:  
*chip*

Subtotal:	<i>X</i>
Sales Tax:	

**ELIMINATE THE VARIANCE!**

PAYMENT APPROVED BY  
 JAMES PARKER  
 VP CONST. CHAS.  
 VPO Total Amount: **\$ 13,155.00**

Vendor Signature: by: <i>[Signature]</i> PAYMENT APPROVED BY CHECOBIE SIGNATURE BUILDER	Vendor/Trade Partner Signature: by: <i>[Signature]</i> Distribution: White - Accounting Yellow - Trade Partner	Neighborhood Manager: by: <i>[Signature]</i> PAYMENT APPROVED BY SCOTT PARKER CONSTRUCTION MANAGER
---	--	--

All Exteriors Construction LLC

4116 meeting st  
SC 29405

Date	Invoice #
4/28/2014	306

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit # 16

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
95134542			4/28/2014		chip	

Quantity	Item Code	Description	Price Each	Amount
25	ns	siding	290.00	7,250.00
135	ch	cornice/hardi	8.50	1,147.50
135	fr	fricze	6.50	877.50
13	ped	pediments	70.00	910.00
70	ba	bandboard	6.00	420.00
1	dw	detailed wall	1,350.00	1,350.00
1	pw	parapet wall	1,200.00	1,200.00

**Total** \$13,155.00

Exteriors Construction LLC

# Invoice

4116 meeting st  
SC 29405

Date	Invoice #
4/28/2014	307

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit # 17

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
95134543			4/28/2014		chip	

Quantity	Item Code	Description	Price Each	Amount
18	ns	siding	290.00	5,220.00
85	ch	cornice/hard	8.50	722.50
85	fr	frieze	6.50	552.50
40	ba	bandboard	6.00	240.00
2	ped	pediments	70.00	140.00
1	bd	bay/double	500.00	500.00
1	pw	parapet wall	1,200.00	1,200.00
1	dw	detailed wall	1,350.00	1,350.00

**Total** \$9,925.00

# Invoice

Exteriors Construction LLC

4116 meeting st  
SC 29405

Date	Invoice #
4/28/2014	308

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit # 18

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
95134544			4/28/2014		chip	

Quantity	Item Code	Description	Price Each	Amount
17	ns	siding	290.00	4,930.00
70	ch	cornice/hardi	8.50	595.00
70	fr	frieze	6.50	455.00
20	ba	bandboard	6.00	120.00
7	ped	pediments	70.00	490.00
1	dw	detailed wall	1,350.00	1,350.00
1	pw	parapet wall	1,200.00	1,200.00
<b>Total</b>				\$9,140.00

*John Wieland*  
**JOHN WIELAND HOMES**  
**AND NEIGHBORHOODS**  
 P.O. BOX 87514 • ATLANTA, GA 30337

**Variance Purchase Order**

**95134593**

Vendor/Trade Partner: <i>all ext, LLC</i>		Neighborhood/Lot/Block: <i>3074 Monegan way</i>	
Vendor Number: (Must have vendor number for payment) <i>10795</i>		Activity Number: (Only one activity number per VPO) <i>33050</i>	Activity Description:
Vendor/Trade Partner Phone Number:	Date:	Original Budget:	Paid to Date:

**Variance Code:**

Original PO#:

Description of Work/Materials (only one activity number per VPO)	Quantity	Price	Subtotal
		x \$	=
		x \$	=
<i>work per invoice 371</i>		x \$	= <i>14,517.00</i>
		x \$	=
		x \$	=
		x \$	=
		x \$	=
		x \$	=
		x \$	=

COMMENTS TO ESTIMATOR/VPO PREVENTION RECOMMENDATION:

*done*

Subtotal:

Sales Tax:

**ELIMINATE THE VARIANCE!**

VPO Total Amount:

**\$ 14,517.00**

Builder Signature:  
 PAYMENT APPROVED BY  
**DOUG PILCHER**  
 SIGNATURE BUILDER

Vendor/Trade Partner Signature:

Neighborhood Manager:

by: \_\_\_\_\_

by: *[Signature]*

PAYMENT APPROVED BY  
**SCOTT PARKER**  
 CONSTRUCTION MANAGER

Distribution: White - Accounting Yellow - Trade Partner

# Invoice

RP Companies Construction LLC

100 meeting st  
 Charleston SC 29405

Date	Invoice #
7/22/2014	371

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit # 19

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
95134593			7/22/2014			

Quantity	Item Code	Description	Price Each	Amount
	fp	Front Porch	0.00	0.00
6	np	set post	35.00	210.00
40	sh	standard handrails	18.00	720.00
0.36	c/s	ceiling soffit	275.00	99.00
16	wr	wrap porch beam	28.00	448.00
16	hb	porch hardi trim bandboard	7.00	112.00
28	l	landing	6.50	182.00
16	vl	large vents	260.00	4,160.00
1	a66	a/c stand	325.00	325.00
2	nc	set columns	75.00	150.00
10	s35	stairs 3' - 5'	50.00	500.00
	BP	Back Porch	0.00	0.00
42	sh	standard handrails	18.00	756.00
5.04	c/s	ceiling soffit	275.00	1,386.00
90	bac	back porch beam	16.00	1,440.00
10	66	6 x 6 laminated box column	110.00	1,100.00
21	hb	porch hardi trim bandboard	7.00	147.00
	GP	Garage Porch	0.00	0.00
1	np	set post	35.00	35.00
4	sh	standard handrails	18.00	72.00
1	a66	a/c stand	325.00	325.00
11	s35	stairs 3' - 5'	50.00	550.00
1	gdtio	garage door trim	180.00	180.00
24	wsb	wrap steel beam W/hardi stucco panels	25.00	600.00
1	fgdo	frame garage door opening	270.00	270.00
1	14gl	add 1 x 4 tky @ garage level	750.00	750.00
			<b>Total</b>	<b>\$14,517.00</b>

*John Wieland*  
**JOHN WIELAND HOMES  
 AND NEIGHBORHOODS**  
 P.O. BOX 87514 • ATLANTA, GA 30337

**RECEIVED**  
 APR 29 2014  
**JW HOMES, LLC**

**Variance Purchase Order**

**95134545**

Vendor/Trade Partner: <i>all ext, LLC</i>		Neighborhood/Lot/Block: <i>OHP-T 19</i>	
Vendor Number: (Must have vendor number for payment) <i>10795</i>		Activity Number: (Only one activity number per VPO) <i>33700</i>	Activity Description: <i>one hamlin place unit 19</i>
Vendor/Trade Partner Phone Number:	Date: <i>4/29/14</i>	Original Budget:	Paid to Date:

**Variance Code:**

Original PO#:

Description of Work/Materials (only one activity number per VPO)	Quantity	Price	Subtotal
		x \$	=
		x \$	=
<i>work per invoice 309</i>		x \$	= <i>14,225.00</i>
		x \$	=
		x \$	=
		x \$	=
		x \$	=
		x \$	=
		x \$	=

COMMENTS TO ESTIMATOR/VPO PREVENTION RECOMMENDATION:

*Chip*  
**ELIMINATE THE VARIANCE!**

PAYMENT APPROVED BY  
 JAMES HARTMAN  
 VP CONST. MANAGER

Subtotal:

Sales Tax:

VPO Total Amount:

*\$14,225.00*

Builder Signature:

Vendor/Trade Partner Signature:

Neighborhood Manager:

*Chip Cooper*  
 PAYMENT APPROVED BY  
 CHIP COOPER  
 SIGNATURE RELEASE

*[Signature]*

PAYMENT APPROVED BY  
 SCOTT PARKER  
 CONSTRUCTION MANAGER

Distribution: White - Accounting Yellow - Trade Partner

# Invoice

Exteriors Construction LLC

4116 meeting st  
SC 29405

Date	Invoice #
4/28/2014	309

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit # 19

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
95134545			4/28/2014		chip	

Quantity	Item Code	Description	Price Each	Amount
26	ns	siding	290.00	7,540.00
155	ch	cornice/hardi	8.50	1,317.50
155	fr	frieze	6.50	1,007.50
90	ba	bandboard	6.00	540.00
11	pcd	pediments	70.00	770.00
1	bd	bay/double	500.00	500.00
1	pw	parapct wall	1,200.00	1,200.00
1	dw	detailed wall	1,350.00	1,350.00

**Total** \$14,225.00

# Invoice

All Exteriors Construction LLC

4116 meeting st  
SC 29405

Date	Invoice #
8/11/2014	388

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit # 20

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
95136100			8/11/2014		doug	

Quantity	Item Code	Description	Price Each	Amount
21.86	ns	siding front (6.60 right (13.46 left (0 back (1.8	290.00	6,339.40
133	nem	metal fascia front (44 right (65 left ( 0 back (24	8.50	1,130.50
133	ner	frieze front (44 right (65 left ( 0 back (24	4.00	532.00
67	ba	bandboard front ( 0 right ( 52 left ( 0 back ( 15	7.00	469.00
15	ped	pediments front (7 right (8	70.00	1,050.00
1	dv	detailed wall	1,350.00	1,350.00
1	pw	parapet wall	1,200.00	1,200.00

**Total** \$12,070.90

# Invoice

All Exteriors Construction LLC

4116 meeting st  
SC 29405

Date	Invoice #
8/11/2014	389

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit # 21

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
95136101			8/11/2014		doug	

Quantity	Item Code	Description	Price Each	Amount
11.2	ns	siding front (4.60 back ( 6,6	290.00	3,248.00
84	ncm	metal fascia front (60 back (24	8.50	714.00
84	ncr	frieze front (60 back ( 24	4.00	336.00
39	ba	bandboard front (24 back (15	7.00	273.00
3	ped	pediments front (3	70.00	210.00
1	bd	bay/double	800.00	800.00
1	dw	detailed wall	1,350.00	1,350.00
1	pw	parapet wall	1,200.00	1,200.00

			<b>Total</b>	\$8,131.00
--	--	--	--------------	------------

# Invoice

All Exteriors Construction LLC

4116 meeting st  
SC 29405

Date	Invoice #
8/11/2014	390

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit # 22

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
95136102			8/11/2014		doug	

Quantity	Item Code	Description	Price Each	Amount
13.3	ns	siding front (6.70 back (6.6	290.00	3,857.00
68	ncm	metal fascia front (44 back ( 24	8.50	578.00
68	ncr	frieze front (44 back (24	4.00	272.00
15	ba	bandboard back (15	7.00	105.00
7	ped	pediments front (7	70.00	490.00
1	pw	parapet wall	1,200.00	1,200.00
1	dw	detailed wall	1,350.00	1,350.00

**Total** \$7,852.00



### MEASUREMENT PURCHASE ORDER

Number: 02964498 Date: 8/30/2013 For: (33700) Siding/Cornice Labor Print JRJC Form

To: t0795-ALL EXTERIORS CONSTR  
4116 MEETING STREET  
N CHARLESTON SC 29405

Ship To: ohp-t/000/0036  
One Hamlin Place  
2016  
Mt. Pleasant SC 29466

Standard Willingha1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: FORREST CHIP COOPER  
JR

Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	<sup>19.5</sup> <del>22.0000</del>	170.000	<del>3,740.00</del> 3315.00
scbaywddbl	double bay window	each	<sup>2</sup> <del>1.0000</del>	500.000	<del>500.00</del> 1000.00
sccrown	crown mold & frieze	lf	<sup>150</sup> <del>583.0000</del>	6.500	<del>3,789.50</del> 450.00
scfascia	fascia and soffit	lf	<sup>150</sup> <del>129.0000</del>	8.500	<del>1,096.50</del> 1050.00

Sub-Total 9,126.00

Sales Tax 0.00

Total Amt 9,126.00

5815<sup>00</sup>

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: \_\_\_\_\_

By: *J. Medina*

By: *M*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: PAYMENT APPROVED BY  
ALYAM JOHNSON  
CONSTRUCTOR-CPS

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: *10/25*

All Exteriors Construction LLC

4116 meeting st  
SC 29405

# Invoice

Date	Invoice #
10/21/2013	110

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit 36

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
chip			10/21/2013			

Quantity	Item Code	Description	Price Each	Amount
19.5	s	siding	170.00	3,315.00
150	cm	cornice/metal	7.00	1,050.00
150	cr	crown & frieze	3.00	450.00
87	ba	bandboard	6.00	522.00
11	ped	pediments	70.00	770.00
2	bd	bay/double	500.00	1,000.00
1	dw	detailed wall	1,350.00	1,350.00
1	pw	parapet wall	1,200.00	1,200.00

**Total** \$9,657.00

*John Wieland*  
**JOHN WIELAND HOMES  
AND NEIGHBORHOODS**

**PURCHASE ORDER**

Number: 02964501 Date: 8/30/2013 For: (33700) Siding/Cornice Labor Print JRJC Form

To: t0795-ALL EXTERIORS CONSTR  
4116 MEETING STREET  
N CHARLESTON SC 29405

Ship To: ohp-t/000/0037  
One Hamlin Place  
2020  
Mt. Pleasant SC 29464

Standard Willingha1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: FORREST CHIP COOPER  
JR

Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	12.5 <del>16.0000</del>	170.000	<del>2,720.00</del> 2125.00
sccrown	crown mold & frieze	lf	69 <del>60.0000</del>	6.500	<del>390.00</del> 207.00
scfascia	fascia and soffit	lf	69 <del>26.0000</del>	8.500	<del>221.00</del> 483.00

Sub-Total ~~3,331.00~~

Sales Tax 0.00

Total Amt ~~3,331.00~~ 2015.00

Authorized Signature:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor/Sub-Contractor:

By: *J. Medina*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved For Payment:

By: *M*

Title: \_\_\_\_\_

Date: 8/15

PAYMENT APPROVED BY  
FORREST CHIP COOPER  
CONSTRUCTION-CORP

All Exteriors Construction LLC

4116 meeting st  
SC 29405

# Invoice

Date	Invoice #
10/21/2013	112

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit 37

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
chip			10/21/2013			

Quantity	Item Code	Description	Price Each	Amount
12.5	s	siding		
69	cm	cornice/metal	170.00	2,125.00
69	cr	crown & frieze	7.00	483.00
15	ba	bandboard	3.00	207.00
7	ped	pediments	6.00	90.00
1	bd	bay/double	70.00	490.00
1	pw	parapet wall	500.00	500.00
1	dw	detailed wall	1,200.00	1,200.00
			1,350.00	1,350.00

**Total** \$6,445.00



MEASUREMENT PURCHASE ORDER

Number: 02964504 Date: 8/30/2013 For: (33700) Siding/Cornice Labor Print JRJC Form

To: t0795-ALL EXTERIORS CONSTR  
4116 MEETING STREET  
N CHARLESTON SC 29405

Ship To: ohp-t/000/0038  
One Hamlin Place  
2024  
Mt. Pleasant SC 29464

Standard Willingha1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: FORREST CHIP COOPER  
JR

Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	<del>22.0000</del> 10.5	170.000	<del>3,740.00</del> 1785.00
scbaywnddbf	double bay window	each	<del>1.0000</del> 2	500.000	<del>500.00</del> 1000.00
sccrown	crown mold & frieze	lf	<del>66.0000</del> 31	6.500	<del>429.00</del> 243.00
scfascia	fascia and soffit	lf	<del>133.0000</del> 81	8.500	<del>1,130.50</del> 567.00

Sub-Total 5,799.50  
Sales Tax 0.00  
Total Amt 5,799.50

3595.00

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: \_\_\_\_\_

By: *J. Medina*

By: *M. Johnson*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: *ADAM JOHNSON*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: *10/27*

All Exteriors Construction LLC

4116 meeting st  
SC 29405

# Invoice

Date	Invoice #
10/21/2013	113

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit 38

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
chip			10/21/2013			

Quantity	Item Code	Description	Price Each	Amount
10.5	s	siding	170.00	1,785.00
81	cm	cornice/metal	7.00	567.00
81	cr	crown & frieze	3.00	243.00
2	bd	bay/double	500.00	1,000.00
36	ba	bandboard	6.00	216.00
3	ped	pediments	70.00	210.00
1	pw	parapet wall	1,200.00	1,200.00
1	dw	detailed wall	1,350.00	1,350.00

			<b>Total</b>	\$6,571.00
--	--	--	--------------	------------

*John Wieland*  
**JOHN WIELAND HOMES**  
 AND NEIGHBORHOODS

**MEASUREMENT PURCHASE ORDER**

Number: 02964507 Date: 8/30/2013 For: (33700) Siding/Cornice Labor Print JRC Form

To: t0795-ALL EXTERIORS CONSTR  
 4116 MEETING STREET  
 N CHARLESTON SC 29405

Ship To: ohp-t/000/0039  
 One Hamlin Place  
 2028 Amenity Park Drive  
 Mt. Pleasant SC 29464

Standard Willingha1

Will Call To Verify Ship Date.

Est Date Required:

Superintendent: FORREST CHIP COOPER  
 JR

F.O.B.:

Payment Terms: Weekly Trades

Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension	
1sidingtrim	Install all siding includes PT band	sqr	<del>22.0000</del> 21.5	170.000	<del>3,740.00</del>	3655.00
sccrown	crown mold & frieze	lf	<del>583.0000</del> 136	6.500	<del>3,789.50</del>	408.00
scfascia	fascia and soffit	lf	<del>129.0000</del> 136	8.500	<del>1,096.50</del>	952.00

Sub-Total ~~8,626.00~~

Sales Tax 0.00

Total Amt ~~8,626.00~~

5015.00

Authorized Signature:

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Vendor/Sub-Contractor:

By: *J. Medina*  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved For Payment:

By: *M*  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

All Exteriors Construction LLC

4116 meeting st  
SC 29405

# Invoice

Date	Invoice #
10/21/2013	111

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit 39

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
chip			10/21/2013			

Quantity	Item Code	Description	Price Each	Amount
21.5	s	siding		
136	cm	cornice/metal	170.00	3,655.00
136	cr	crown & frieze	7.00	952.00
67	ba	bandboard	3.00	408.00
14	ped	pediments	6.00	402.00
1	bd	bay/double	70.00	980.00
1	dw	detailed wall	500.00	500.00
1	pw	parapet wall	1,350.00	1,350.00
			1,200.00	1,200.00

**Total** \$9,447.00

Charleston - Construction

MEASUREMENT PURCHASE ORDER

Number: 03088754 Date: 01/30/2015  
 For: (33700) siding/Cornice Labor

Plan Details  
 Willingha1 willingham (chs)  
 STANDARD Revised: \_\_\_/\_\_\_/\_\_\_

To: t0795-ALL EXTERIORS CONSTR  
 4116 MEETING STREET  
 N CHARLESTON, SC 29405

Ship To: ohp-t/000/0042  
 One Hamlin Place  
 2040 Amenity Park Drive  
 Mt. Pleasant, SC 29464

Lot/Block  
 /

Group: 720  
 Will call To verify Ship Date  
 Date Required: 03/05/2014 (Estimated)  
 Superintendent: DOUGLAS PILCHER

CO: 000 Contract: CHS  
 F.O.B.: Ship Via:  
 Payment Terms: weekly Trades  
 Phone:

Resource/Use Description	Unit	Quantity	Price	Extension
1detailwall Detailed wall	each	1.0000	1,350.000	1,350.00
1parapet Parapet wall	ea	1.0000	1,200.000	1,200.00
1sidingtrim Install all siding includes PT band	sqr	17.0000	290.000	4,930.00
band board band board	lf	37.0000	7.000	259.00
scbaydbldet Double Bay window Detailed	ea	1.0000	900.000	900.00
rown crown mold & frieze	lf	94.0000	4.000	376.00
ascia fascia and soffit	lf	94.0000	8.500	799.00
scpedimentbi pediment build & install	each	3.0000	70.000	210.00

Sub-Total 10,024.00  
 Sales Tax 0.00  
 Total Amt 10,024.00

Authorized Signature: \_\_\_\_\_ Vendor/Sub-Contractor: \_\_\_\_\_ Approved For Payment: \_\_\_\_\_  
 By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
 Title: PAYMENT APPROVED BY \_\_\_\_\_ Title: \_\_\_\_\_ Title: PROJECT APPROVED BY  
DOUG PILCHER \_\_\_\_\_ SCOTT PARKER  
 Date: SIGNATURE BUILDER \_\_\_\_\_ Date: \_\_\_\_\_ Date: CONSTRUCTION MANAGER

# Invoice

All Exteriors Construction LLC

4116 meeting st  
SC 29405

Date	Invoice #
7/22/2014	362

03088754

Bill To
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

Ship To
one hamlin place unit # 42

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
95134570			7/22/2014		doug	

Quantity	Item Code	Description	Price Each	Amount
17	ns	siding front ( 740 back ( 960	290.00	4,930.00
94	cm	cornice/metal front n(70 back (24	8.50	799.00
94	cr	crown & frieze front (70 back ( 24	4.00	376.00
37	ba	bandboard front (22 back ( 15	7.00	259.00
3	ped	pediments front ( 3	70.00	210.00
1	pw	parapet wall	1,200.00	1,200.00
1	dw	detailed wall	1,350.00	1,350.00
1	bd	baywindow double detailed	900.00	900.00

**Total** \$10,024.00

Charleston - Construction

MEASUREMENT PURCHASE ORDER

Number: 03088743 Date: 01/30/2015

Plan Details  
 Willingham1 Willingham (chs)  
 STANDARD Revised: \_\_\_/\_\_\_/\_\_\_

For: (33700) Siding/Cornice Labor

To: t0795-ALL EXTERIORS CONSTR  
 4116 MEETING STREET  
 N CHARLESTON, SC 29405

Ship To: ohp-t/000/0043  
 One Hamlin Place  
 2044 Amenity Park Drive  
 Mt. Pleasant, SC 29464

Lot/Block  
 /

Group: 720  
 Will call To verify ship Date  
 Date Required: 03/05/2014 (Estimated)  
 Superintendent: DOUGLAS PILCHER

CO: 000 Contract: CHS  
 F.O.B.: Ship Via:  
 Payment Terms: Weekly Trades  
 Phone:

Resource/Use	Description	Unit	Quantity	Price	Extension
1detailwall	Detailed wall	each	1.0000	1,350.000	1,350.00
1parapet	Parapet wall	ea	1.0000	1,200.000	1,200.00
1sidingtrim	Install all siding includes PT band	sqr	24.0000	290.000	6,960.00
band board	band board	lf	67.0000	7.000	469.00
sccrown	crown mold & frieze	lf	134.0000	4.000	536.00
scfascia	fascia and soffit	lf	134.0000	8.500	1,139.00
sedimentbi	pediment build & install	each	15.0000	70.000	1,050.00

Sub-Total	12,704.00
Sales Tax	0.00
<b>Total Amt</b>	<b>12,704.00</b>

Authorized Signature:	Vendor/Sub-Contractor:	Approved For Payment:
By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

PAYMENT APPROVED BY  
 DOUG PILCHER  
 SIGNATURE BLUE

All Exteriors Construction LLC

4116 meeting st  
SC 29405

# Invoice

Date	Invoice #
7/22/2014	363

*03088743*

<b>Bill To</b>
JW HOMES, LLC CHARLESTON DIVISION P.O. BOX 87514 Atlanta, GA 30337

<b>Ship To</b>
one hamlin place unit # 43

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
95134571			7/22/2014		doug	

Quantity	Item Code	Description	Price Each	Amount
24	ns	siding front (660 right ( 1380 back (360	290.00	6,960.00
134	cm	cornice/metal front (44 right (66 back ( 24	8.50	1,139.00
134	cr	crown & frieze front (44 right (66 back ( 24	4.00	536.00
67	ba	bandboard right ( 52 back ( 15	7.00	469.00
15	ped	pediments front (7 right ( 8	70.00	1,050.00
1	dw	detailed wall	1,350.00	1,350.00
1	pw	parapet wall	1,200.00	1,200.00

*Nothing paid  
to 33700- siding*

			<b>Total</b>	\$12,704.00
--	--	--	--------------	-------------

# Exhibit D

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

One Hamlin Place Townhome  
Association, Inc.,

Plaintiff

vs.

John Wieland Homes and Neighborhoods  
of the Carolinas, Inc. as successor by  
statutory merger to John Wieland Homes  
and Neighborhoods of South Carolina,  
Inc.; et al.

Defendants.

RP Falcon Properties, LLC (f/k/a JW  
Homes, LLC); RP Falcon Land, LLC (f.k.a  
JW Land Investment, LLC); RP Falcon  
Realty, LLC (f.k.a Wieland Realty, LLC);  
and Residential Partners, LLC

Third-Party Plaintiffs,

vs.

COY-CY Construction; Evans Enterprises;  
IML Construction, LLC; and Marcus Built,  
LLC

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO: 2017-CP-10-05246

AFFIDAVIT OF JT MCMICKLE

PERSONALLY APPEARED before me, JT McMickle who, being first duly sworn, deposes  
and says:

1. I am over 18 years of age and otherwise competent to provide this affidavit  
and the testimony herein.

2. I served as Chief Financial Officer for RP Falcon Properties, LLC f/k/a JW  
Homes, LLC ("JW Homes") during the time of construction of Buildings 5 through 11 of

the One Hamlin Townhome project (hereinafter collectively referred to, for convenience and purposes of this affidavit only, as "One Hamlin Phase II").

3. That JW Homes did not self-perform work at One Hamlin Phase II.

4. That subcontractors were paid to perform the work at One Hamlin Phase II.

5. I have personal knowledge of the business records of JW Homes.

6. That the purchase orders and invoices produced by JW Homes are part of the business records of JW Homes.

7. That the purchase orders and invoices produced by JW Homes in this case are kept in the regular course of JW Homes' business.

8. That it was the regular practice of JW Homes to create the purchase orders invoices at or about the time the work described on the purchase orders or invoices was performed.

9. That based on my review of the business records of JW Homes for One Hamlin Phase II, All Exteriors Construction, LLC ("All Exteriors") was a subcontractor at One Hamlin Phase II and was paid for and performed work at Buildings 5, 7, 8, 9, 10, and 11, including the siding installation at buildings 7-11 of One Hamlin Phase II.

10. That based on my review of the business records of JW Homes for One Hamlin Phase II, Jorge Medina, And Jorge Medina A/K/A JMC Construction, LLC A/K/A JMC Construction, Inc.'s ("JMC") was a subcontractor at One Hamlin Phase II and was paid for and performed work at Buildings 5 and 6 of One Hamlin Phase II, including the installation of the siding at Buildings 5 and 6.

Further, AFFIANT SAYETH NOT.

(Signature page to follow)

The forgoing statement was sworn to and  
 Acknowledged before me this 14  
 Day of April 2022  
 Notary Public for Utah  
 My Commission expires: 5/10/23



JT McMickle  
 JT McMickle

# Exhibit E

**Myles Glick Architect LLC**

66 Rebellion Road, Charleston, SC  
29407

mylesglickarchitectllc@live.com

March 8, 2018

Myles Glick, AIA LEED AP  
Myles Glick Architect LLC  
66 Rebellion Road  
Charleston, South Carolina 29407

Mr. John C. Hayes IV  
180 Meeting Street  
Suite 305  
Charleston, South Carolina 29401

Mr. I. Keith McCarty  
McCarty Law Firm  
1212 Wappoo Road  
P.O. Box 30055  
Charleston, South Carolina 29417

Re: Preliminary Report (Non Destructive and Destructive Review)

One Hamlin Place  
Hamlin Plantation  
Mt. Pleasant, South Carolina

In accordance with the request of the homeowners, the following report is presented to the One Hamlin Place Condominium Association for their review and use.

This report contains the results of the non-destructive reviews and the destructive testing. The non-destructive reviews took place on May 13, 2015, July 10, 2015 and August 14, 2017. Additional destructive and additional non-destructive reviews took place on November 2, 3, 2017. The exterior of the complex and the interior of one unit (#3013 Mohegan Way) was investigated on August 14, 2017. Nineteen (19) destructive test holes/areas of investigation were made on November 2, 2017 and twenty three (23) test holes on November 3, 2017 with additional interior reviews taking place (units #3077, #2044, #3001, #2020 and #2044).

This report is not a complete analysis of all building systems (mechanical, electrical, plumbing and structural) but rather a specific review of the building skin (walls) and roof/flashing systems. The review is focused on construction deficiencies that have resulted in water intrusion and building component failure. Additional construction

4. At the paneled walls, head flashing immediately above windows is not present and all sealant joints at window/trim intersections do not have the proper gap for a backer rod and sealant joint.
5. The windows are by YKK ap and are double flange single hung solid vinyl windows that do not allow for a proper engineered caulk joint at all trim intersections.
6. Most window and door head flashing is caulked shut.
7. Kick out flashing is missing at appropriate areas

## **B. Cementitious Siding**

The Building Code allows alternative products to be used if they pass a compliance test by a third party testing agency. The cementitious product used at One Hamlin Place is primarily a product by Hardi Plank. In accordance with NER #409, Hardi Plank has been approved for use if it is installed in accordance with the manufacture's installation instructions. If it is not installed in accordance with the manufacture's installation instructions, it is in violation of the building code and is subject to failure. The siding at One Hamlin Place is installed in violation of the manufacture's installation instructions and therefore, is in violation of the building code in effect at the time the building permit was issued. Another cementitious siding was used at One Hamlin Place but remains unidentified at this time. Installation requirements and therefore, construction deficiencies would be the same as Hardie Plank.

The Hardiplank siding has been installed using a blind nailing installation. The fasteners used for installation are 2" ring shank hot dipped galvanized siding nail with a 0.22" nominal diameter head. This is a violation of the IRC, Section R703.4 and the James Hardie installation requirements for the location of the home. The use of improper fasteners will negatively affect the ability of the siding to resist wind loading.

References to Hardie Plank are to all cementitious materials in this report. The 2008/09/12 Hardie Plank installation Instructions were published and available. Therefore they would apply to the installation of the Hardie Plank siding at One Hamlin Place. Common to all installation instructions are the following.

1. Lack of proper fastener spacing (should be 16" on center)
2. Lack of proper fasteners (too small )
3. Lack of fasteners in studs (all fasteners shall penetrate the studs 1 1/2 ")
4. Lack of 1/8" gap at trim intersections and siding butt joints for sealant
5. Lack of proper 1" gap at siding/roof intersections
6. Hardie Plank in contact with flashing and sealant
7. Lack of fasteners at butt joints
8. Lack of a stud at a butt joint

## **C. Windows**

After investigating all eleven buildings, it was determined that all windows are solid vinyl single hung with a DP of 50. They are not impact resistant windows. The

# Exhibit F

Myles Glick, AIA, LEED, AP - March 8, 2019

STATE OF SOUTH CAROLINA ) THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF CHARLESTON ) CASE NO. 2017-CP-10-5245  
 ONE HAMLIN PLACE TOWNHOME )  
 ASSOCIATION, INC., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JOHN WIELAND HOMES AND )  
 NEIGHBORHOODS OF THE )  
 CAROLINAS, INC., AS )  
 SUCCESSOR BY STATUTORY )  
 MERGER TO JOHN WIELAND )  
 HOMES AND NEIGHBORHOODS OF )  
 SOUTH CAROLINA, INC., et )  
 al., )  
 )  
 Defendants. )

\* \* \* \* \*

VOLUME I

DEPOSITION OF: MYLES GLICK, AIA, LEED, AP

DATE TAKEN: Friday, March 8, 2019

TIME: 10:07 a.m.

PLACE: Young Clement Rivers  
25 Calhoun Street, 4th Floor  
Charleston, South Carolina

REPORTED BY: EVE WILBANKS  
Registered Professional  
Reporter, Certified LiveNote  
Reporter and Notary Public

\* \* \* \* \*

POST OFFICE BOX 21119  
CHARLESTON, SOUTH CAROLINA 29413

Myles Glick, AIA, LEED, AP - March 8, 2019

Page 135

1 A. Pull out capacity.

2 Q. Gotcha. What is the other issue?

3 A. And then the spacing between the -- is  
4 more than 16 inches, and these studs are 16 inches  
5 on this building. And then all the pictures  
6 surrounding it illustrate the same thing. It's a  
7 long board. And then 21 actually is the  
8 HardiePlank label, so it is HardiePlank. 22, it's  
9 nailed too close to the butt joint. And almost on  
10 an inch; it's 7/8ths. So it's fairly close, but  
11 it's just too close to the edge. It should be an  
12 inch. It's 3/8ths. There's just not a holding  
13 power of the board left.

14 Q. Let me direct your attention to 32.  
15 We're now back to building 1. I think we talked  
16 earlier in the deposition that here the water  
17 intrusion that you can document with the -- is  
18 that -- in 32 and 33, am I seeing sealant  
19 splitting, or is that something else I'm looking  
20 at?

21 A. No, you're right. That's the sealant  
22 splitting. This is the end unit. I believe this  
23 window we're looking at is over the brick facade,  
24 which kind of goes up a little bit. This is the  
25 unit that Andrew was referring to. But you're

Myles Glick, AIA, LEED, AP - March 11, 2019

STATE OF SOUTH CAROLINA ) THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF CHARLESTON ) CASE NO. 2017-CP-10-5245  
 ONE HAMLIN PLACE TOWNHOME )  
 ASSOCIATION, INC., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JOHN WIELAND HOMES AND )  
 NEIGHBORHOODS OF THE )  
 CAROLINAS, INC., AS )  
 SUCCESSOR BY STATUTORY )  
 MERGER TO JOHN WIELAND )  
 HOMES AND NEIGHBORHOODS OF )  
 SOUTH CAROLINA, INC., et )  
 al., )  
 )  
 Defendants. )

\* \* \* \* \*

VOLUME II  
 DEPOSITION OF: MYLES GLICK, AIA, LEED, AP  
 DATE TAKEN: Monday, March 11, 2019  
 TIME: 9:15 a.m.  
 PLACE: Young Clement Rivers  
 25 Calhoun Street, 4th Floor  
 Charleston, South Carolina  
 REPORTED BY: EVE WILBANKS  
 Registered Professional  
 Reporter, Certified LiveNote  
 Reporter and Notary Public

\* \* \* \* \*

POST OFFICE BOX 21119  
 CHARLESTON, SOUTH CAROLINA 29413

Myles Glick, AIA, LEED, AP - March 11, 2019

Page 268

1 interpreting that; you're going to adopt what Russ  
2 says about that?

3 A. Yes, I'll defer to Russ. It's a  
4 structural issue.

5 Q. But your opinion is that the siding  
6 needs to be replaced?

7 A. Absolutely. For the exposure and the  
8 type of fastener and the lack of fastener  
9 penetration at the studs after.

10 Q. You were asked some questions and shown  
11 photographs of the -- I think it's been described  
12 as the white panels that were installed typically  
13 on the rear of the buildings with the flat roofs,  
14 correct?

15 A. Correct. They were also on bay windows  
16 on the sides, and they're also on the siding when  
17 some of the back areas turned the corner, as we  
18 saw on that very first unit. When you go in the  
19 project, with the brick facade, there's at least  
20 12 feet of those panels that wrap the corner.

21 Q. Are any of those panel constructions on  
22 buildings 2, 4 or 6, which are the buildings with  
23 the sloped roofs?

24 A. I would have to go back and see if  
25 there's any bay windows on there.

# Exhibit G

Mease, Russell - March 14, 2019

STATE OF SOUTH CAROLINA  
IN THE COURT OF COMMON PLEAS  
COUNTY OF CHARLESTON

ONE HAMLIN PLACE TOWNHOME	)
ASSOCIATION, INC.,	)
	)
Plaintiff,	)
	)
-versus-	)
	)
JOHN WIELAND HOMES AND	)
NEIGHBORHOODS OF THE CAROLINAS,	)
INC., et al.,	)
	)
Defendants.	)

Case No.:  
2017-CP-10-5245

THE DEPOSITION OF RUSSELL T. MEASE was taken as a witness on behalf of the Defendants, pursuant to South Carolina Rules of Civil Procedure, at 10:00 a.m. on Thursday, the 14th day of March 2019, at the offices of Robertson Hollingsworth Manos & Rahn, 550 King Street, Suite 300, Charleston, South Carolina, before Janice O. Darby, Registered Professional Reporter and Notary Public in and for the State of South Carolina.

Janice Ohlendorf Darby, RPR  
(843) 814-7666 jodarby@comcast.net

Mease, Russell - March 14, 2019

Page 136

1 Q I understand. Just because other  
2 contractors may have done it in the community  
3 doesn't make it so, and you wouldn't rely on what  
4 other contractors may have done to support a opinion  
5 to a reasonable degree of engineering certainty as  
6 to what the contractors did in this case. Correct?

7 A True. But I'm relying on Mr. Glick and  
8 his evaluation of the property and him relaying to  
9 me that they were the typical nail that was used.

10 Q I understand. So again, the basis of  
11 your opinion that the fasteners used at all 11  
12 buildings on this project on the HardiePlank were  
13 improper is based on six nails we see in DT 33 and  
14 photo 72 of Exhibit 36 and that Mr. Glick, the other  
15 primary expert in this case that did the  
16 investigation, told you that that's what he saw as  
17 being out on the project?

18 A Correct.

19 Q You did not bracket in 17A item No. 2  
20 which says, "Remove all siding and repair all  
21 damaged sheathing," and goes on to talk about  
22 applying the fluid-applied. And we asked Mr. Glick  
23 about that. Do you intend to opine that all the  
24 HardiePlank siding out at the site needs to be  
25 removed and replaced because improper fasteners were

Janice Ohlendorf Darby, RPR  
(843) 814-7666 jodarby@comcast.net

Mease, Russell - March 14, 2019

Page 137

1 used?

2 A Yes. That's the second part of item two  
3 under Recommendations where I document that  
4 condition.

5 Q So you note, "The use of improper  
6 fasteners will negatively affect the ability of the  
7 siding to resist wind loading."

8 A Yes. Mr. Glick gave other reasons also  
9 for needing to remove the siding, but mine is a  
10 supporting element to that recommendation.

11 Q And we talked about the fasteners used,  
12 and I know this is probably an over-generalization.  
13 But when we looked at that chart, assuming Mr. Glick  
14 was accurate and we do have the siding nails out  
15 there instead of the roofing nails, those generally  
16 are only sufficient up to about 80 miles an hour is  
17 what that chart told us?

18 A I think it was 70 at a 40-foot height,  
19 but yes.

20 Q I don't know that it matters, but just to  
21 make sure that I'm accurate as to what I was looking  
22 at, if we go back to page 27 of NER 405.

23 A Yes. A 40-foot height is 70 miles an  
24 hour.

25 Q Are there any other components or

Janice Ohlendorf Darby, RPR  
(843) 814-7666 jodarby@comcast.net

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

One Hamlin Place Townhome Association, Inc.,

Plaintiff

vs.

John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory merger to John Wieland Homes and Neighborhoods of South Carolina, Inc.; et al.

Defendants.

RP Falcon Properties, LLC (f/k/a JW Homes, LLC); RP Falcon Land, LLC (f.k.a JW Land Investment, LLC); RP Falcon Realty, LLC (f.k.a Wieland Realty, LLC); and Residential Partners, LLC

Third-Party Plaintiffs,

vs.

COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO: 2017-CP-10-05245

RP FALCON PROPERTIES, LLC F/K/A JW HOMES, LLC, RP FALCON LAND, LLC, F/K/A JW LAND INVESTMENT, LLC, RP FALCON REALTY, LLC, F/K/A WIELAND REALTY, LLC, AND RESIDENTIAL PARTNERS, LLC  
MEMORANDUM IN OPPOSITION TO JORGE MEDINA, AND JORGE MEDINA A/K/A JMC CONSTRUCTION, LLC A/K/A JMC CONSTRUCTION, INC.'S MOTION FOR SUMMARY JUDGMENT

RP Falcon Properties, LLC F/K/A JW Homes, LLC, RP Falcon Land, LLC, F/K/A JW Land Investment, LLC, RP Falcon Realty, LLC, F/K/A Wieland Realty, LLC, and Residential Partners, LLC (hereinafter collectively referred to, for convenience and purposes of this memorandum only, as the "RP Companies") hereby submit this memorandum in opposition to Defendant Jorge Medina, And Jorge Medina A/K/A JMC

Construction, LLC A/K/A JMC Construction, Inc.'s ("JMC") Motion for Summary Judgment.

### **Introduction**

This is a motion for summary judgment by a subcontractor against a general contractor on the general contractor's claims for equitable indemnity. This motion should be denied as under South Carolina law a general contractor is not automatically liable for the negligence of its subcontractors. See Fields v. J. Haynes Waters Builders, Inc. 376 S.C. 545, 560, 658 S.E.2d 80,89 (2008). Instead, whether, and to what extent a general contractor is liable for the negligence of its subcontractors is a question for the fact-finder to determine. Stoneledge at Lake Keowee v. Clear View, 413 S.C. 615, 776 SE 2d 426 (Ct. App. 2015).

### **Background**

This is a construction defect action arising out of the construction of 11 townhomes known as One Hamlin Place ("One Hamlin"). RP Falcon Properties, LLC F/K/A JW Homes, LLC ("JW Homes") served as the general contractor for buildings 5 through 11 at One Hamlin Place (hereinafter collectively referred to, for convenience and purposes of this memorandum only, as "One Hamlin Phase II"). The Certificates of Occupancy ("CO") for One Hamlin Phase II were issued between April 23, 2013 and November 25, 2014 and identify JW Homes or JW Homes LLC as the contractor. See Exhibit A. The COs for Buildings 1 through 4 of One Hamlin were issued between August 5, 2009 and April 5, 2012 and identify John Wieland Homes & Neighborhood of the Carolinas as the contractor. See Exhibit B.

Plaintiff filed this action against the RP Companies<sup>1</sup>, among others, alleging deficiencies in the construction of the townhomes at One Hamlin. The RP Companies answered the Plaintiff's complaint denying liability and filing cross-claims and a third-party complaint seeking indemnity from various subcontractors who performed the work at One Hamlin Phase II, alleging that these subcontractors must identify the RP Companies if and to the extent that the RP Companies are found liable to Plaintiff for damages relating to the subcontractors' work. JMC was a subcontractor who performed work at Buildings 5 and 6 at One Hamlin Phase II and has moved for summary judgment as to the RP Companies' claims. See purchase orders and invoices reflecting work performed by JMC ("Exhibit C") and JMC's Memorandum in Support at page 5. This motion should be denied as JMC cannot establish that the undisputed facts show that JMC is entitled to judgment against the RP Companies as a matter of law.

### Argument

#### **I. JMC is not Entitled to Summary Judgment on the RP Companies' claim for Indemnity.**

Genuine issues of material fact exists as to whether, and to what extent, the RP Companies are entitled to recover indemnity from JMC for JMC's work at One Hamlin Phase II. JW Homes did not self-perform the construction at One Hamlin Phase II. See Affidavit of JT McMickle ("Exhibit D"). Instead it paid subcontractors, such as JMC, to perform the construction, including the work at One Hamlin Phase II claimed to be

---

<sup>1</sup> Plaintiff alleges a theory of amalgamation against JW Homes and other entities, including the RP Companies, relating to a series of transactions that occurred between 2009 through 2012. Plaintiff claims that these entities and a number of others are amalgamated and that for purposes of any judgment that may be rendered in favor of the Plaintiff, these entities should be treated as a single business enterprise. Therefore, while RP Falcon Properties, LLC F/K/A JW Homes, LLC was the general contractor for One Hamlin Phase II, for the purposes of this motion, RP Falcon Properties, LLC F/K/A JW Homes, LLC, RP Falcon Land, LLC, F/K/A JW Land Investment, LLC, RP Falcon Realty, LLC, F/K/A Wieland Realty, LLC, and Residential Partners, LLC (the "RP Companies") are each entitled to indemnity to the extent that Plaintiff proves they are amalgamated.

deficient in this suit. Id. and Exhibit C. While the RP Companies deny Plaintiff's claims, Plaintiff seeks damages from the RP Companies for JMC's work at One Hamlin Phase II. JMC installed the siding at Buildings 5 and 6. See Exhibit C. Plaintiff contends there are deficiencies with the installation of the siding at those buildings.<sup>2</sup> Specifically, Plaintiff's experts claim as defective and call for the complete removal and replacement of the siding installed by JMC:

INSTRUCTIONS. If it is not installed in accordance with the manufacturer's installation instructions, it is in violation of the building code and is subject to failure. The siding at One Hamlin Place is installed in violation of the manufacture's installation instructions and therefore, is in violation of the building code in effect at the time the building permit was issued. Another cementitious siding was used at One Hamlin Place but remains unidentified at this time. Installation requirements and therefore, construction deficiencies

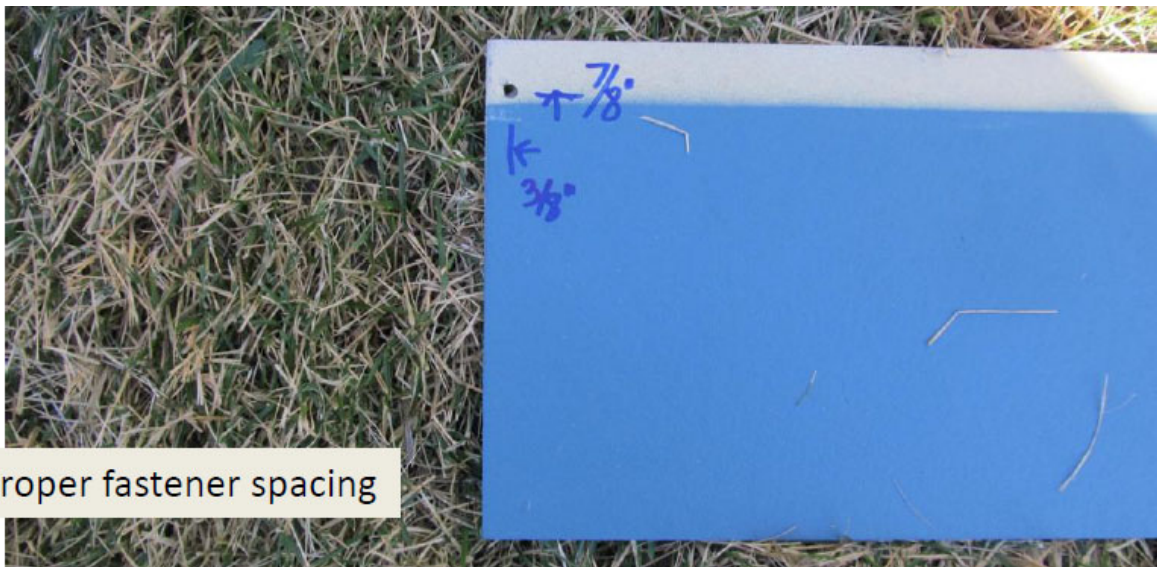
The Hardiplank siding has been installed using a blind nailing installation. The fasteners used for installation are 2" ring shank hot dipped galvanized siding nail with a 0.22" nominal diameter head. This is a violation of the IRC, Section R703.4 and the James Hardie installation requirements for the location of the home. The use of improper fasteners will negatively affect the ability of the siding to resist wind loading.

1. Lack of proper fastener spacing (should be 16" on center)
2. Lack of proper fasteners (too small )
3. Lack of fasteners in studs (all fasteners shall penetrate the studs 1 1/2 ")
4. Lack of 1/8" gap at trim intersections and siding butt joints for sealant
5. Lack of proper 1" gap at siding/roof intersections
6. Hardie Plank in contact with flashing and sealant
7. Lack of fasteners at butt joints
8. Lack of a stud at a butt joint

Excerpts from the report of Myles Glick, AIA, dated March 8, 2018 at page 3. (Exhibit E)

<sup>2</sup> To survive summary judgment, the RP Companies need only show that at least some of JMC's work at One Hamlin Phase II is complained-of. For the sake of expediency and economy of briefing this memo does not purport to include a full listing of JMC's complained-of work at One Hamlin Phase II.

2 Q. Gotcha. What is the other issue?  
 3 A. And then the spacing between the -- is  
 4 more than 16 inches, and these studs are 16 inches  
 5 on this building. And then all the pictures  
 6 surrounding it illustrate the same thing. It's a  
 7 long board. And then 21 actually is the  
 8 HardiePlank label, so it is HardiePlank. 22, it's  
 9 nailed too close to the butt joint. And almost on  
 10 an inch; it's 7/8ths. So it's fairly close, but  
 11 it's just too close to the edge. It should be an  
 12 inch. It's 3/8ths. There's just not a holding  
 13 power of the board left.



Improper fastener spacing

Deposition of Myles Glick, AIA dated March 8, 2019, page 135 line 2 – line 13 (Exhibit F)

and photo from Myles Glick's file referenced in the above testimony.

5 Q. But your opinion is that the siding  
 6 needs to be replaced?  
 7 A. Absolutely. For the exposure and the  
 8 type of fastener and the lack of fastener  
 9 penetration at the studs after.

Deposition of Myles Glick, AIA dated March 11, 2019, page 268 line 5 – page 268 line 9.

(Exhibit F).

19 Q You did not bracket in 17A item No. 2  
 20 which says, "Remove all siding and repair all  
 21 damaged sheathing," and goes on to talk about  
 22 applying the fluid-applied. And we asked Mr. Glick  
 23 about that. Do you intend to opine that all the  
 24 HardiePlank siding out at the site needs to be  
 25 removed and replaced because improper fasteners were

---

Page 137

1 used?  
 2 A Yes. That's the second part of item two  
 3 under Recommendations where I document that  
 4 condition.

Deposition of R. Mease, dated March 14, 2019, page 136 line 19 – page 137 line 4.  
 (Exhibit G)

JMC argues that the RP Companies cannot maintain an equitable indemnity claim against the subcontractors based on the “negligence rule” that prevents joint tortfeasors from recovering from one another under a claim for equitable indemnity. As an initial point, the RP Companies have standing to assert equitable indemnity claims because “[a] general contractor's relationship with its subcontractor in the residential construction context is sufficient to support the general contractor's right of equitable indemnity against the subcontractor.” Stoneledge at Lake Keowee v. Clear View, 413 S.C. 615, 776 SE 2d 426 (Ct. App. 2015).

“To recover damages on its equitable indemnity claim, [the general contractor] must prove the following: (1) [the subcontractor] was at fault in causing [the homeowner's] water intrusion damages; (2) [the general contractor] has no fault for those damages; and (3) [the general contractor] incurred expenses that were necessary to protect its interest in defending against [the homeowner's] claim.”

Id.

In Stoneledge, the Court of Appeals held that a general contractor does not necessarily share in the fault of defective work put in place by its subcontractors, and

therefore, is able to recover from a subcontractor under a claim for equitable indemnity. Id.; See also Fields v. J. Haynes Waters Builders, Inc. 376 S.C. 545, 560, 658 S.E.2d 80,89 (2008)(A general contractor is not automatically responsible for the negligence of a subcontractor).

Accordingly, because the RP Companies can prove at trial that they do not necessarily share in the fault of the alleged defective siding installation performed by JMC, genuine issues of material fact exist as to whether, and to what extent, the RP Companies can recover indemnity from JMC. Id.; Exhibit D. This factual dispute will not be resolved until trial when Plaintiff's claims against the RP Companies, and the RP Companies' indemnity claims against its subcontractors, are heard and resolved.

**II. JMC's Motion regarding "disguised indemnity" under Stoneledge should be denied.**

JMC argues that the RP Companies' crossclaims for negligence, breach of warranty and breach of contract are not independent causes of action but merely "disguised indemnity claims." JMC's Memorandum in Support at page 9 - 12. The RP Companies do not dispute that, under Stoneledge, its negligence, breach of warranty, and breach of contract causes of action form the substantive basis for its indemnity claim. However, these causes of action are not a veiled indemnity claim because the RP Companies will introduce evidence of the subcontractors' breaches that underpin the indemnity claim. As such, these claim, whether labeled "causes of action" or "basis for indemnity" are valid and should not be dismissed.

**Conclusion**

JMC's motion for summary judgment should be denied, and the matter of the JMC's potential liability to the RP Companies should be submitted to the jury after all the

evidence is heard on Plaintiff's claims against the RP Companies and the RP Companies' claims against JMC.

Respectfully submitted,

PARKER POE ADAMS & BERNSTEIN LLP  
200 Meeting Street, Suite 301  
Charleston, SC 29401

By:      s/ Thomas C. Hildebrand, Jr.  
Thomas C. Hildebrand, Jr.  
SC Bar # 2501  
843.727.2653 (direct dial)  
[tomhildebrand@parkerpoe.com](mailto:tomhildebrand@parkerpoe.com)

W. Greyson Land  
843.727.2462 (direct dial)  
[greysonland@parkerpoe.com](mailto:greysonland@parkerpoe.com)

Attorneys for Defendant Residential Partners,  
LLC

And

By:      s/ Blake A. McKie  
Brian C. Duffy  
Blake A. McKie  
Duffy & Young, LLC  
96 Broad Street  
Charleston, SC 29401  
Telephone (843) 720-2044  
Fax (843) 720-2047  
[bduffy@duffyandyoung.com](mailto:bduffy@duffyandyoung.com)  
[bmckie@duffyandyoung.com](mailto:bmckie@duffyandyoung.com)

Attorneys for Defendants, RP Falcon Properties, LLC F/K/A JW Homes, LLC, RP Falcon Land, LLC, F/K/A JW Land Investment, LLC, RP Falcon Realty, LLC, F/K/A Wieland Realty, LLC, and Residential Partners, LLC

# Exhibit A

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION****CERTIFICATE OF OCCUPANCY**

03/20/2014

---

**PERMIT #** RN-13-097683

**PROJECT NAME:** JW Homes

**ADDRESS:** 3061 Monhegan Way

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes LLC  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29466

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCY LOAD:** 0

**CONSTRUCTION TYPE:** VA

**SQUARE FOOTAGE:** 2782

---

**SPECIAL PROVISIONS:**

**This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification**

---

**T. Lee Cave, Building Official**

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION****CERTIFICATE OF OCCUPANCY****07/26/2013**

---

**PERMIT #** RN-12-092021

**PROJECT NAME:** John Wieland

**ADDRESS:** 3041 Monhegan Way

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC

**PROPOSED USE:**

**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCY LOAD:** 0

**CONSTRUCTION TYPE:** VA

**SQUARE FOOTAGE:** 2820

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

**06/04/2013**

**PERMIT #** RN-12-092020  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3045 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29466  
**Contractor's Name** JW Homes

3015 Dunes West Blvd Ste 502  
 Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC  
**PROPOSED USE:**  
**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family  
**SQUAREFOOTAGE:** 2782

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

\_\_\_\_\_  
**BUILDING OFFICIAL**



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

**06/03/2013**

---

**PERMIT #** RN-12-092015  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3049 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29466  
**Contractor's Name** JW Homes

3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC

**PROPOSED USE:**  
**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family  
**SQUARE FOOTAGE:** 2817

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

---

**BUILDING OFFICIAL**





**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY  
03/20/2014**

---

**PERMIT #** RN-13-097681

**PROJECT NAME:** JW Homes

**ADDRESS:** 3057 Monhegan Way

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes LLC  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29466

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2817

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

08/04/2014

---

**PERMIT #** RN-13-099693

**PROJECT NAME:** JW Homes

**OWNER NAME** John Wieland Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3065 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 10/16/2014

---

**PERMIT #** RN-13-099694

**PROJECT NAME:** JW Homes

**OWNER NAME** John Wieland Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3069 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2817

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 09/17/2014

---

**PERMIT #** RN-13-099696

**PROJECT NAME:** JW Homes

**OWNER NAME** John Wieland Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3073 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 09/19/2014

---

**PERMIT #** RN-13-099702

**PROJECT NAME:** JW Homes

**OWNER NAME** John Wieland Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3077 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2820

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

11/25/2014

---

**PERMIT #** RN-14-103063

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3081 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2820

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 11/25/2014

---

**PERMIT #** RN-14-103066

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3085 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Townhome

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

11/24/2014

---

**PERMIT #** RN-14-103071

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3089 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2817

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

11/24/2014

**PERMIT #** RN-14-103072

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 3093 Monhegan Way  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

**SPRINKLED:** 0

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

10/02/2014

---

**PERMIT #** RN-13-101762

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 2032 Amenity Park Dr  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2820

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 10/15/2014

---

**PERMIT #** RN-13-101734

**PROJECT NAME:** JW Homes

**OWNER NAME** JW Homes  
**ADDRESS** 3015 Dunes West Blvd Ste 502

Mt  
Pleasant

**PROPERTY ADDRESS:** 2036 Amenity Park Dr  
Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2012 IRC & 2009 IECC

**PROPOSED USE:** Dwelling

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

**SPRINKLED:** 0

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION****CERTIFICATE OF OCCUPANCY****09/29/2014**

---

**PERMIT # RN-13-101728****PROJECT NAME: JW Homes****OWNER NAME JW Homes**  
**ADDRESS 3015 Dunes West Blvd Ste 502****Mt  
Pleasant****PROPERTY 2040 Amenity Park Dr.**  
**ADDRESS: Mt Pleasant, SC 29466****Contractor: JW Homes****3015 Dunes West Blvd Ste 502****Mt Pleasant****SC****29464****CONSTRUCTION TYPE: New Townhome 2012 IRC & 2009 IECC****PROPOSED USE: Dwelling****OCCUPANCYTYPE: R-3 and IRC Residential, one and two family****OCCUPANCYLOAD: 0****CONSTRUCTIONTYPE: VA****SQUARE FOOTAGE: 2817****SPRINKLED: 0**

---

**SPECIAL PROVISIONS:**

**This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification**

---

**T. Lee Cave, Building Official**

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION****CERTIFICATE OF OCCUPANCY****09/09/2014**

---

**PERMIT # RN-13-101727****PROJECT NAME: JW Homes****OWNER NAME JW Homes**  
**ADDRESS 3015 Dunes West Blvd Ste 502****Mt  
Pleasant****PROPERTY 2044 Amenity Park Dr**  
**ADDRESS: Mt Pleasant, SC 29466****Contractor: JW Homes****3015 Dunes West Blvd Ste 502****Mt Pleasant****SC****29464****CONSTRUCTION TYPE: New Townhome 2012 IRC & 2009 IECC****PROPOSED USE: Townhome****OCCUPANCYTYPE: R-3 and IRC Residential, one and two family****OCCUPANCYLOAD: 0****CONSTRUCTIONTYPE: VA****SQUARE FOOTAGE: 2782****SPRINKLED: 0**

---

**SPECIAL PROVISIONS:**

**This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification**

---

**T. Lee Cave, Building Official**



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 02/19/2014

---

**PERMIT #** RN-13-096959

**PROJECT NAME:** JW Homes

**ADDRESS:** 2016 Amenity Park Dr

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2820

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY 02/11/2014

---

**PERMIT #** RN-13-096939

**PROJECT NAME:** JW Homes

**ADDRESS:** 2020 Amenity Park Dr

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2782

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official



# TOWN OF MOUNT PLEASANT BUILDING INSPECTIONS DIVISION

## CERTIFICATE OF OCCUPANCY

05/22/2014

---

**PERMIT #** RN-13-096936

**PROJECT NAME:** JW Homes

**ADDRESS:** 2024 Amenity Park Dr

**CITY, ST ZIP:** Mt Pleasant, SC 29466

**Contractor:** JW Homes

3015 Dunes West Blvd Ste 502

Mt Pleasant

SC

29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & 2009 IECC

**PROPOSED USE:**

**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family

**OCCUPANCYLOAD:** 0

**CONSTRUCTIONTYPE:** VA

**SQUARE FOOTAGE:** 2817

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances, Chapter 150 and the International Code Series with State Amendments. The building may only be occupied in accordance with the classification

---

T. Lee Cave, Building Official







**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

**05/23/2013**

**PERMIT #                   RN-12-091606**

**PROJECT NAME:           John Wieland**

**ADDRESS:                   2004 Amenity Park Dr**

**CITY, ST ZIP:             Mt Pleasant, SC 29466**

**Contractor's Name JW Homes**

**3015 Dunes West Blvd Ste 502  
Mt Pleasant                   SC                   29464**

**CONSTRUCTION TYPE: New Single Family Townhome 2006 IRC & IECC**

**PROPOSED USE:**

**OCCUPANCYTYPE:         R-3 and IRC Residential, one and two family**

**SQUAREFOOTAGE:        2676**

**SPECIAL PROVISIONS:**

**This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.**

**BUILDING OFFICIAL**



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

**04/23/2013**

**PERMIT # RN-12-091604**

**PROJECT NAME: John Wieland**

**ADDRESS: 2008 Amenity Park Dr**

**CITY, ST ZIP: Mt Pleasant, SC 29466**

**Contractor's Name JW Homes**

**3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464**

**CONSTRUCTION TYPE: New Single Family Home 2006 IRC & IECC**

**PROPOSED USE:**

**OCCUPANCY TYPE: R-3 and IRC Residential, one and two family**

**SQUARE FOOTAGE: 2732**

**SPECIAL PROVISIONS:**

**This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.**

**BUILDING OFFICIAL**

# Exhibit B

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

07/26/2010

---

**PERMIT #** RN-08-075072  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3017 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29464

**Contractor's Name** John Wieland Homes & Neighborhood of the Carolinas  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2003 IRC NEW FLOOD REGS

**PROPOSED USE:** R-3 and IRC Residential, one and two family  
**OCCUPANCYTYPE:**

**SQUAREFOOTAGE:** 2862

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.



\_\_\_\_\_  
BUILDING OFFICIAL



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

08/12/2011

---

**PERMIT #** RN-10-083723  
**PROJECT NAME:** John Wieland  
**ADDRESS:** 2041 Amenity Park Dr  
**CITY, ST ZIP:** Mt Pleasant, SC 29466  
**Contractor's Name** John Wieland Homes & Neighborhood of Carolinas

3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC

**PROPOSED USE:**  
**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family  
**SQUAREFOOTAGE:** 2732

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

\_\_\_\_\_  
BUILDING OFFICIAL



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

08/05/2009

---

**PERMIT #** RN-08-075060  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3001 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC

**Contractor's Name** John Wieland Homes & Neighborhood of the Carolinas  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2003 IRC NEW FLOOD REGS

**PROPOSED USE:**

**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family

**SQUARE FOOTAGE:** 2847

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.



---

BUILDING OFFICIAL

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

03/31/2010

---

**PERMIT #**                    **RN-08-075062**  
**PROJECT NAME:**        **John Wieland**  
**ADDRESS:**                **3005 Monhegan Way**  
**CITY, ST ZIP:**            **Mt Pleasant, SC**

**Contractor's Name** **John Wieland Homes & Neighborhood of the Carolinas**  
                                  **3015 Dunes West Blvd Ste 502**  
                                  **Mt Pleasant                                    SC                                    29464**

**CONSTRUCTION TYPE:** **New Townhome 2003 IRC NEW FLOOD REGS**

**PROPOSED USE:**

**OCCUPANCYTYPE:**        **R-3 and IRC Residential, one and two family**

**SQUAREFOOTAGE:**        **2652**

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

---

  
BUILDING OFFICIAL

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

09/14/2009

---

**PERMIT #** RN-08-075063  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3009 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29464

**Contractor's Name** John Wieland Homes & Neighborhood of the Carolinas  
3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2003 IRC NEW FLOOD REGS

**PROPOSED USE:**

**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family

**SQUARE FOOTAGE:** 2652

---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.



---

BUILDING OFFICIAL





Mount Pleasant

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

02/16/2011

**PERMIT #**                      **RN-10-081288**

**PROJECT NAME:**            **John Wieland**

**ADDRESS:**                    **3022 Monhegan Way**

**CITY, ST ZIP:**                **Mt Pleasant, SC 29464**

**Contractor's Name** **John Wieland Homes & Neighborhood of Carolinas**

3015 Dunes West Blvd Ste 502  
 Mt Pleasant                      SC                      29464

**CONSTRUCTION TYPE: New Townhome 2006 IRC & IECC**

**PROPOSED USE:**

**OCCUPANCY TYPE:**        R-3 and IRC Residential, one and two family

**SQUARE FOOTAGE:**        2750

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.



BUILDING OFFICIAL



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**CERTIFICATE OF OCCUPANCY**

09/08/2011

---

**PERMIT #** RN-10-083801  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3025 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC  
**Contractor's Name** John Wieland Homes & Neighborhood of Carolinas

3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC Flood AE 14 + 1

**PROPOSED USE:**  
**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family  
**SQUAREFOOTAGE:** 2966

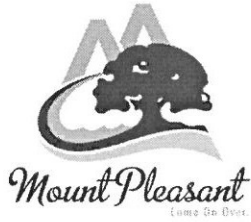
---

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

---

BUILDING OFFICIAL



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

**03/21/2011**

**PERMIT #** RN-10-081226  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3026 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29464  
**Contractor's Name** John Wieland Homes & Neighborhood of Carolinas

3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC

**PROPOSED USE:**  
**OCCUPANCYTYPE:** R-3 and IRC Residential, one and two family  
**SQUAREFOOTAGE:** 3119

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

**BUILDING OFFICIAL**





*Mount Pleasant*

**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

02/02/2011

**PERMIT #**                      **RN-10-081234**

**PROJECT NAME:**            **John Wieland Homes**

**ADDRESS:**                    **3030 Monhegan Way**

**CITY, ST ZIP:**                **Mt Pleasant, SC 29464**

**Contractor's Name** **John Wieland Homes & Neighborhood of the Carolinas**

**3015 Dunes West Blvd Ste 502**

**Mt Pleasant**

**SC**

**29464**

**CONSTRUCTION TYPE:** **New Townhome 2006 IRC & IECC**

**PROPOSED USE:**

**OCCUPANCYTYPE:**        **R-3 and IRC Residential, one and two family**

**SQUARE FOOTAGE:**        **3081**

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

**BUILDING OFFICIAL**



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

03/07/2012

**PERMIT #** RN-10-083932  
**PROJECT NAME:** John Wieland Homes  
**ADDRESS:** 3033 Monhegan Way  
**CITY, ST ZIP:** Mt Pleasant, SC 29466  
**Contractor's Name** John Wieland Homes & Neighborhood of Carolinas

3015 Dunes West Blvd Ste 502  
Mt Pleasant SC 29464

**CONSTRUCTION TYPE:** New Townhome 2006 IRC & IECC - Flood AE 14 + 1

**PROPOSED USE:**  
**OCCUPANCY TYPE:** R-3 and IRC Residential, one and two family  
**SQUARE FOOTAGE:** 2675

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

BUILDING OFFICIAL



**TOWN OF MOUNT PLEASANT  
BUILDING INSPECTIONS DIVISION**

**C E R T I F I C A T E   O F   O C C U P A N C Y**

03/15/2011

**PERMIT #**                    **RN-10-081201**

**PROJECT NAME:**        **John Wieland Homes**

**ADDRESS:**                **3034 Monhegan Way**

**CITY, ST ZIP:**            **Mt Pleasant, SC**

**Contractor's Name** **John Wieland Homes & Neighborhood of Carolinas**

3015 Dunes West Blvd Ste 502  
Mt Pleasant                    SC                    29464

**CONSTRUCTION TYPE:** **New Townhome 2006 IRC & IECC**

**PROPOSED USE:**  
**OCCUPANCY TYPE:**        **R-3 and IRC Residential, one and two family**  
**SQUARE FOOTAGE:**        **2732**

**SPECIAL PROVISIONS:**

This certificate is issued upon completion of inspections for compliance with the Town of Mount Pleasant Code of Ordinances. The building may only be occupied in accordance with the classification listed above.

BUILDING OFFICIAL



# Exhibit C

*John Wieland*  
**JOHN WIELAND HOMES  
AND NEIGHBORHOODS**

**MEASUREMENT PURCHASE ORDER**

Number: 02850391 Date: 6/22/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: <sup>T0357</sup>~~53835~~-JMC CONSTRUCTION  
4116 MEETING STREET ROAD  
N. CHARLESTON SC 29405

Ship To: ohp-t/000/0010  
One Hamlin Place  
3041 Monhegan Way  
Mt. Pleasant SC 29464

Standard Willingha1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: ADAM ANDERSON

Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	<del>23,200</del> <sup>22</sup>	160.000	<del>3,712.00</del> <b>3,740.00</b>
scbaywnddbl	double bay window	each	<del>1,000</del> <sup>583</sup>	500.000	<del>500.00</del> <b>500.00</b>
sccrown	crown mold & frieze	lf	<del>157,000</del> <sup>583</sup>	3.000	<del>471.00</del> <b>1,749.00</b>
scfascia	fascia and soffit	lf	<del>157,000</del> <sup>129</sup>	7.000	<del>1,099.00</del> <b>903.00</b>
					<b>Sub-Total</b> <del>5,782.00</del> <b>6,892.00</b>
					Sales Tax 0.00
					<b>Total Amt</b> <del>5,782.00</del> <b>6,892.00</b>

Authorized Signature:  
By: *[Signature]*  
Title: *OGS*  
Date: *4/23/13*

Vendor Sub-Contractor:  
By: *f. Medina*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved For Payment:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Invoice

JMC Construction, LLC  
 4116 Meeting St.  
 North Charleston, SC 29405

Date	Invoice #
4/12/2013	2304

<b>Bill To</b>
John Wieland Homes

<b>Ship To</b>
One Hamlin Place unit 10

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/12/2013			

Quantity	Item Code	Description	Price Each	Amount
12	pe	1pediment	70.00	840.00
87	ba	1installband	6.00	522.00
22	s	1sidingtrim	170.00	3,740.00
129	c	1fascia	7.00	903.00
129	fr	frieze	3.00	387.00
1	bay	1baydouble	500.00	500.00

Geoff Bristol	<b>Total</b>	\$6,892.00
---------------	--------------	------------

*John Wieland*  
**JOHN WIELAND HOMES  
 AND NEIGHBORHOODS**

**MEASUREMENT PURCHASE ORDER**

Number: 02850840 Date: 6/25/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: s3835-JMC CONSTRUCTION  
 4116 MEETING STREET ROAD  
 N. CHARLESTON SC 29405

Ship To: ohp-t/000/0011  
 One Hamlin Place  
 3045 Monhegan Way  
 Mt. Pleasant SC 29464

Standard Willingha1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: ADAM ANDERSON

Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
Isidingtrim	Install all siding includes PT band	sqr	<del>12.7000</del> <sup>16</sup>	160.000	<del>2,032.00</del> 2720.00
sccrown	crown mold & frieze	lf	<del>92.0000</del> <sup>60</sup>	3.000	<del>276.00</del> 180.00
scfascia	fascia and soffit	lf	<del>92.0000</del> <sup>26</sup>	7.000	<del>644.00</del> 182.00

Sub-Total ~~2,952.00~~  
 Sales Tax 0.00  
 Total Amt ~~2,952.00~~ 3082.00

Authorized Signature:  
 By: *[Signature]*  
 Title: ACB  
 Date: 6/25/12

Vendor/Sub-Contractor:  
 By: *[Signature]*  
 Title: J. Medina  
 Date: \_\_\_\_\_

Approved For Payment:  
 By: *[Signature]*  
 Title: PAYMENT APPROVED BY  
 ADAM JOHNSON  
 Date: VP CONSTRUCTION-CHS



# Invoice

JMC Construction, LLC  
 4116 Meeting St.  
 North Charleston, SC 29405

Date	Invoice #
4/12/2013	2305

<b>Bill To</b>
John Wieland Homes

<b>Ship To</b>
One Hamlin Place unit 11

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/12/2013			

Quantity	Item Code	Description	Price Each	Amount
16	s	1 sidingtrim	170.00	2,720.00
26	c	1 fascia	7.00	182.00
26	fr	frieze	3.00	78.00
17	ba	1 installband	6.00	102.00

Geoff Bristol	<b>Total</b>	\$3,082.00
---------------	--------------	------------

*John Wieland*  
**JOHN WIELAND HOMES**  
 AND NEIGHBORHOODS

**MEASUREMENT PURCHASE ORDER**

Number: 02850886 Date: 6/25/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

*60357*  
 To: ~~3835~~-JMC CONSTRUCTION Ship To: ohp-t/000/0012  
 4116 MEETING STREET ROAD One Hamlin Place  
 N. CHARLESTON SC 29405 3049 Monhegan Way  
 Mt. Pleasant SC 29464

Standard Willingha1  
 Will Call To Verify Ship Date. F.O.B.:  
 Est Date Required: Payment Terms: Weekly Trades  
 Superintendent: ADAM ANDERSON Group: 720

Resource/Use Description	Unit	Quantity	Price	Extension
ONOTEALIST PO is for entire scope of work. VPOs will not be accepted	note	0.1400	0.000	0.00
1sidingtrim Install all siding includes PT band	sqr	<del>23.2000</del> <sup>22</sup>	160.000	<del>3,712.00</del> <sup>3740.00</sup>
scbaywnddbl double bay window	each	1.0000	500.000	500.00 ✓
scrown crown mold & frieze	lf	<del>157.0000</del> <sup>662</sup>	3.000	<del>471.00</del> <sup>1986.00</sup>
scfascia fascia and soffit	lf	<del>137.0000</del> <sup>133</sup>	7.000	<del>1,009.00</del> <sup>931.00</sup>
<i>band to door!</i>				
				<i>500.00</i>
				Sub-Total 5,782.00
				Sales Tax 0.00
				Total Amt <del>-5,782.00</del> <sup>6657.00</sup>

PAYMENT TO BE MADE TO  
 JOHN WIELAND HOMES  
 CONSTRUCTION COMPANY

Authorized Signature: Vendor/Sub-Contractor: Approved For Payment:  
 By: *[Signature]* By: *[Signature]* By: *[Signature]*  
 Title: *ASA* Title: Title:  
 Date: *5/13/13* Date: Date:

Close

# Invoice

JMC Construction, LLC  
 4116 Meeting St.  
 North Charleston, SC 29405

Date	Invoice #
4/12/2013	2306

<b>Bill To</b>
John Wieland Homes

<b>Ship To</b>
One Hamlin Place unit 12

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/12/2013			

Quantity	Item Code	Description	Price Each	Amount
22	s	1 siding trim	170.00	3,740.00
133	c	1 fascia	7.00	931.00
133	fr	1 frieze	3.00	399.00
88	ba	1 installband	6.00	528.00
8	pe	1 pediment	70.00	560.00
1	bay	1 bay double	500.00	500.00

Geoff Bristol	<b>Total</b>	\$6,651.00
---------------	--------------	------------

*John Wieland*  
**JOHN WIELAND HOMES  
AND NEIGHBORHOODS**

**MEASUREMENT PURCHASE ORDER**

Number: 02846465 Date: 6/11/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

*60557*  
To: ~~63835~~ JMC CONSTRUCTION, LLC  
4116 MEETING STREET ROAD  
N. CHARLESTON SC 29405

Ship To: ohp-t/000/0032  
One Hamlin Place  
2000 Amenity Park Drive  
Mt. Pleasant SC 29464

Standard Forsythia1  
Will Call To Verify Ship Date.  
Est Date Required:  
Superintendent: ADAM ANDERSON

F.O.B.:  
Payment Terms: Weekly Trades  
Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	<i>0 of 5000</i>	<del>140.00</del>	<del>4,240.00</del> <i>8613.00</i>
sccrown	crowm mold & frieze	lf	<i>287</i>	3.000	<del>831.00</del> <i>8613.00</i>
scfascia	fascia and soffit <i>board band</i>	lf	<i>0 of 10000</i>	7.000	<del>1,939.00</del> <i>8613.00</i>
	<i>rafters</i>		<i>0</i>	<i>70000</i>	<i>8613.00</i>
	<i>bay/door</i>		<i>0</i>	<i>80000</i>	<i>8613.00</i>
	<i>den</i>		<i>0</i>	<i>20000</i>	<i>8613.00</i>
				Sub Total	7,010.00
				Sales Tax	0.00
				Total Amt	7,010.00 <i>8613.00</i>

Authorized Signature:  
By: *[Signature]*  
Title: *ASB*  
Date: *1/22/13*

Vendor/Sub-Contractor:  
By: *J. Medina*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved For Payment:  
By: *[Signature]*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Close

PAYMENT APPROVED BY  
SCOTT PARKER  
CONSTRUCTION MANAGER

PAYMENT APPROVED BY  
KEVIN M. POPSON  
RESIDENT-CHARLESTON *[Signature]*

MC Construction, LLC  
 4116 Meeting St.  
 North Charleston, SC 29405

# Invoice

Date	Invoice #
1/20/2013	2210

Bill To
John Wieland Homes

Ship To
One Hamlin Place unit 32

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/20/2013			

Quantity	Item Code	Description	Price Each	Amount
27.5	s	1 siding trim	170.00	4,675.00
207	c	1 fascia	7.00	1,449.00
207	fr	frieze	3.00	621.00
78	ba	1 install band	6.00	468.00
10	pe	1 pediment	70.00	700.00
1	bay	1 bay double	500.00	500.00
1	dor	1 dormer	200.00	200.00

Geoff Bristol	<b>Total</b>	\$8,613.00
---------------	--------------	------------

*John Wieland*  
**JOHN WIELAND HOMES  
 AND NEIGHBORHOODS**

**MEASUREMENT PURCHASE ORDER**

Number: 02846467      Date: 6/11/2012      For: (34000) Roof Labor #1 EF

To: s3835-JMC CONSTRUCTION, LLC  
 4116 MEETING STREET ROAD  
 N. CHARLESTON SC 29405

Ship To: ohp-t/000/0032  
 One Hamlin Place  
 2000 Amenity Park Drive  
 Mt. Pleasant SC 29464

Standard Forsythia1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: ADAM ANDERSON

Group: 716

Resource/Use	Description	Unit	Quantity	Price	Extension
1 rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	<del>30.0000</del> <sup>34</sup>	35.000	<del>1,050.00</del> 1190.00
rfelt	Roofing Felt Labor (installed rolls only)	roll	<del>7.0000</del> <sup>10</sup>	20.000	<del>140.00</del> 200.00

Sub-Total ~~1,190.00~~

Sales Tax 0.00

Total Amt ~~1,190.00~~ → 1390.00

Authorized Signature: \_\_\_\_\_

Vendor/Sub-Contractor: \_\_\_\_\_

Approved For Payment: \_\_\_\_\_

By: *[Signature]*

By: *[Signature]*

BY: ADAM ANDERSON

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Title: CONSTRUCTION MANAGER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Close

JMC CONSTRUCTION, LLC

# Invoice

4116 Meeting St.  
 North Charleston, SC 29405  
 vendor #s3835

Date	Invoice #
10/7/2012	2045

<b>Bill To</b>
John Wieland Homes

<b>Ship To</b>
One Hamlin Place unit 32 2000 amenity park dr

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/7/2012			

Quantity	Item Code	Description	Price Each	Amount
34	r	1rooflabor	35.00	1,190.00
10	fe	1installfelt	20.00	200.00
			<b>Total</b>	\$1,390.00

*John Wieland*  
**JOHN WIELAND HOMES  
AND NEIGHBORHOODS**

**MEASUREMENT PURCHASE ORDER**

Number: 02846547 Date: 6/11/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

*60357*  
To: ~~33835~~ JMC CONSTRUCTION, LLC  
4116 MEETING STREET ROAD  
N. CHARLESTON SC 29405

Ship To: ohr-t/000/0033  
One Hamlin Place  
2004 Amenity Park Drive  
Mt. Pleasant SC 29464

Reverse Forsythia1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: ADAM ANDERSON

Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	<i>0</i> / <del>15,000</del>	<del>150.000</del>	<del>2,176.00</del>
scrown	crown mold & frieze	lf	<i>1840</i> / <del>1000</del>	3.000	<del>609.00</del> <i>5520.00</i>
scfascia	fascia and soffit	lf	<i>0</i> / <del>200,000</del>	7.000	<del>1,421.00</del>
					<i>Sub-Total 4,206.00</i>
					<i>Sales Tax 0.00</i>
					<i>Total Amt 4,206.00</i>
					<i>5520.00</i>

Authorized Signature:

Vendor/Sub-Contractor:

Approved For Payment:

By: *[Signature]*  
Title: *[Signature]*  
Date: *1/21/13*

By: *J. Medina*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: *[Signature]*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Close  
PAYMENT APPROVED BY  
SCOTT PARKER  
CONSTRUCTION MANAGER

PAYMENT APPROVED BY  
KEVIN M POPSON  
PRESIDENT-CHARLESTON

# Invoice

Construction, LLC  
 16 Meeting St.  
 North Charleston, SC 29405

Date	Invoice #
1/20/2013	2211

<b>Bill To</b>
John Wieland Homes

<b>Ship To</b>
One Hamlin Place unit 33

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/20/2013			

Quantity	Item Code	Description	Price Each	Amount
14	s	1 siding trim	170.00	2,380.00
212	c	1 fascia	7.00	1,484.00
212	fr	frieze	3.00	636.00
1	dor	1 dormer	200.00	200.00
10	pe	1 pediment	70.00	700.00
20	ba	1 install band	6.00	120.00

Geoff Bristol	<b>Total</b>	\$5,520.00
---------------	--------------	------------

*John Wieland*  
**JOHN WIELAND HOMES  
AND NEIGHBORHOODS**

**MEASUREMENT PURCHASE ORDER**

Number: 02846549      Date: 6/11/2012      For: (34000) Roof Labor #1 EF

To: s3835-JMC CONSTRUCTION, LLC  
4116 MEETING STREET ROAD  
N. CHARLESTON SC 29405

Ship To: ohp-t/000/0033  
One Hamlin Place  
2004 Amenity Park Drive  
Mt. Pleasant SC 29464

Reverse Forsythia1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: ADAM ANDERSON

Group: 716

Resource/Use	Description	Unit	Quantity	Price	Extension
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	<del>31.0000</del> <sup>34</sup>	35.000	<del>1,085.00</del> 1190.00
rfelt	Roofing Felt Labor (installed rolls only)	roll	<del>2.0000</del> <sup>10</sup>	20.000	<del>140.00</del> 200.00

Sub-Total ~~1,225.00~~  
Sales Tax 0.00  
Total Amt ~~1,225.00~~ 1390.00

Authorized Signature: \_\_\_\_\_

Vendor/Sub-Contractor: \_\_\_\_\_

Approved For Payment: \_\_\_\_\_

By: *[Signature]*

By: *[Signature]*

By: *[Signature]*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PAYMENT APPROVED BY**  
**ADAM ANDERSON**  
**CONSTRUCTION MANAGER**  
Close

JMC CONSTRUCTION, LLC

# Invoice

4116 Meeting St.  
 North Charleston, SC 29405  
 vendor #s3835

Date	Invoice #
10/7/2012	2046

<b>Bill To</b>
John Wieland Homes

<b>Ship To</b>
One Hamlin Place unit 33 2004 amenity park dr

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/7/2012			
Quantity	Item Code	Description			Price Each	Amount
34	r	1 roof labor			35.00	1,190.00
10	fe	1 install felt			20.00	200.00
					<b>Total</b>	\$1,390.00

*John Wieland*  
**JOHN WIELAND HOMES  
 AND NEIGHBORHOODS**

**MEASUREMENT PURCHASE ORDER**

Number: 02893733 Date: 12/5/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

*60357*  
 To: ~~53835~~ JMC CONSTRUCTION  
 4116 MEETING STREET ROAD  
 N. CHARLESTON SC 29405

Reverse Forsythia1  
 Will Call To Verify Ship Date.  
 Est Date Required:  
 Superintendent: GEOFF BRISTOL

Ship To: ohp-t/000/0034  
 One Hamlin Place  
 2008 Amenity Park Drive  
 Mt. Pleasant SC 29464

F.O.B.:  
 Payment Terms: Weekly Trades  
 Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	<i>0</i>	170.000	<del>4,335.00</del>
scrown	crowm mold & frieze	lf	<i>2814</i>	3.000	<del>831.00</del> <i>8613.00</i>
scfascia	fascia and soffit	l	<i>0</i>	7.000	<del>1,939.00</del>
	<i>adjustments</i>				<del>7000.00</del>
	<i>baseboard</i>			<del>500.00</del>	<del>500.00</del>
	<i>dormer</i>			<del>2000.00</del>	<del>2000.00</del>
	<i>band board</i>			<del>600.00</del>	<del>600.00</del>
					Sub-Total <i>7,105.00</i>
					Sales Tax 0.00
					Total Amt <i>7,105.00</i>

Authorized Signature:  
 By: *[Signature]*  
 Title: *[Signature]*  
 Date: *1/21/13*

Vendor/Sub-Contractor:  
 By: *J. Medina*  
 Title: *[Signature]*  
 Date: \_\_\_\_\_

Approved For Payment:  
 By: *[Signature]*  
 Title: *[Signature]*  
 Date: \_\_\_\_\_

**CLOSE**  
 PAYMENT APPROVED BY  
 SCOTT PARKER  
 CONSTRUCTION MANAGER

PAYMENT APPROVED BY  
 KEVIN M POPSON  
 PRESIDENT-CHARLESTON *[Signature]*

*8613.00*

# Invoice

JMC Construction, LLC  
 4116 Meeting St.  
 North Charleston, SC 29405

Date	Invoice #
1/20/2013	2212

<b>Bill To</b>
John Wieland Homes

<b>Ship To</b>
One Hamlin Place unit 34

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/20/2013			
Quantity	Item Code	Description			Price Each	Amount
27.5	s	1sidingtrim			170.00	4,675.00
207	c	1fascia			7.00	1,449.00
207	fr	frieze			3.00	621.00
10	pe	1pediment			70.00	700.00
1	bay	1baydouble			500.00	500.00
1	dor	1dormer			200.00	200.00
78	ba	1installband			6.00	468.00
Geoff Bristol					<b>Total</b>	\$8,613.00

*John Wieland*  
**JOHN WIELAND HOMES  
AND NEIGHBORHOODS**

**MEASUREMENT PURCHASE ORDER**

Number: 02846513      Date: 6/11/2012      For: (34000) Roof Labor #1 EF

To: s3835-JMC CONSTRUCTION, LLC  
4116 MEETING STREET ROAD  
N. CHARLESTON SC 29405

Ship To: ohp-t/000/0034  
One Hamlin Place  
2008 Amenity Park Drive  
Mt. Pleasant SC 29464

Reverse Forsythia1

Will Call To Verify Ship Date.

F.O.B.:

Est Date Required:

Payment Terms: Weekly Trades

Superintendent: ADAM ANDERSON

Group: 716

Resource/Use Description	Unit	Quantity	Price	Extension
1 rooflabor      Roof Labor Turnkey Except Shingles&Leadboots	sq	<del>30.1000</del> <sup>24</sup>	35.000	<del>1,053.50</del> <sup>1190.00</sup>
rffelt      Roofing Felt Labor (installed rolls only)	roll	<del>7.0000</del> <sup>10</sup>	20.000	<del>140.00</del> <sup>200.00</sup>

Sub-Total ~~1,193.50~~

Sales Tax 0.00

Total Amt ~~1,193.50~~ <sup>1390.00</sup>

Authorized Signature: \_\_\_\_\_

Vendor/Sub-Contractor: \_\_\_\_\_

Approved For Payment: \_\_\_\_\_

By: *[Signature]*

By: *J. Medina*

By: **PAYMENT APPROVED BY**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ADAM C ANDERSON  
CONSTRUCTION MANAGER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Close

# Invoice

JMC CONSTRUCTION, LLC

4116 Meeting St.  
 North Charleston, SC 29405  
 vendor #s3835

Date	Invoice #
10/7/2012	2047

Bill To
John Wieland Homes

Ship To
One Hamlin Place unit 34 2008 amenity park dr

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			10/7/2012			
Quantity	Item Code	Description			Price Each	Amount
34	r	Irooflabor			35.00	1,190.00
10	fe	Iinstallfelt			20.00	200.00
					<b>Total</b>	\$1,390.00

# Exhibit D

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

One Hamlin Place Townhome  
Association, Inc.,

Plaintiff

vs.

John Wieland Homes and Neighborhoods  
of the Carolinas, Inc. as successor by  
statutory merger to John Wieland Homes  
and Neighborhoods of South Carolina,  
Inc.; et al.

Defendants.

RP Falcon Properties, LLC (f/k/a JW  
Homes, LLC); RP Falcon Land, LLC (f.k.a  
JW Land Investment, LLC); RP Falcon  
Realty, LLC (f.k.a Wieland Realty, LLC);  
and Residential Partners, LLC

Third-Party Plaintiffs,

vs.

COY-CY Construction; Evans Enterprises;  
IML Construction, LLC; and Marcus Built,  
LLC

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO: 2017-CP-10-05246

AFFIDAVIT OF JT MCMICKLE

PERSONALLY APPEARED before me, JT McMickle who, being first duly sworn, deposes  
and says:

1. I am over 18 years of age and otherwise competent to provide this affidavit  
and the testimony herein.

2. I served as Chief Financial Officer for RP Falcon Properties, LLC f/k/a JW  
Homes, LLC ("JW Homes") during the time of construction of Buildings 5 through 11 of

the One Hamlin Townhome project (hereinafter collectively referred to, for convenience and purposes of this affidavit only, as "One Hamlin Phase II").

3. That JW Homes did not self-perform work at One Hamlin Phase II.

4. That subcontractors were paid to perform the work at One Hamlin Phase II.

5. I have personal knowledge of the business records of JW Homes.

6. That the purchase orders and invoices produced by JW Homes are part of the business records of JW Homes.

7. That the purchase orders and invoices produced by JW Homes in this case are kept in the regular course of JW Homes' business.

8. That it was the regular practice of JW Homes to create the purchase orders invoices at or about the time the work described on the purchase orders or invoices was performed.

9. That based on my review of the business records of JW Homes for One Hamlin Phase II, All Exteriors Construction, LLC ("All Exteriors") was a subcontractor at One Hamlin Phase II and was paid for and performed work at Buildings 5, 7, 8, 9, 10, and 11, including the siding installation at buildings 7-11 of One Hamlin Phase II.

10. That based on my review of the business records of JW Homes for One Hamlin Phase II, Jorge Medina, And Jorge Medina A/K/A JMC Construction, LLC A/K/A JMC Construction, Inc.'s ("JMC") was a subcontractor at One Hamlin Phase II and was paid for and performed work at Buildings 5 and 6 of One Hamlin Phase II, including the installation of the siding at Buildings 5 and 6.

Further, AFFIANT SAYETH NOT.

(Signature page to follow)

The foregoing statement was sworn to and  
 Acknowledged before me this 14  
 Day of April 2022  
 Notary Public for Utah  
 My Commission expires: 5/10/23



JT McMickle  
 JT McMickle

# Exhibit E

**Myles Glick Architect LLC**

66 Rebellion Road, Charleston, SC  
29407

mylesglickarchitectllc@live.com

March 8, 2018

Myles Glick, AIA LEED AP  
Myles Glick Architect LLC  
66 Rebellion Road  
Charleston, South Carolina 29407

Mr. John C. Hayes IV  
180 Meeting Street  
Suite 305  
Charleston, South Carolina 29401

Mr. I. Keith McCarty  
McCarty Law Firm  
1212 Wappoo Road  
P.O. Box 30055  
Charleston, South Carolina 29417

Re: Preliminary Report (Non Destructive and Destructive Review)  
One Hamlin Place  
Hamlin Plantation  
Mt. Pleasant, South Carolina

In accordance with the request of the homeowners, the following report is presented to the One Hamlin Place Condominium Association for their review and use.

This report contains the results of the non-destructive reviews and the destructive testing. The non-destructive reviews took place on May 13, 2015, July 10, 2015 and August 14, 2017. Additional destructive and additional non-destructive reviews took place on November 2, 3, 2017. The exterior of the complex and the interior of one unit (#3013 Mohegan Way) was investigated on August 14, 2017. Nineteen (19) destructive test holes/areas of investigation were made on November 2, 2017 and twenty three (23) test holes on November 3, 2017 with additional interior reviews taking place (units #3077, #2044, #3001, #2020 and #2044).

This report is not a complete analysis of all building systems (mechanical, electrical, plumbing and structural) but rather a specific review of the building skin (walls) and roof/flashing systems. The review is focused on construction deficiencies that have resulted in water intrusion and building component failure. Additional construction

4. At the paneled walls, head flashing immediately above windows is not present and all sealant joints at window/trim intersections do not have the proper gap for a backer rod and sealant joint.
5. The windows are by YKK ap and are double flange single hung solid vinyl windows that do not allow for a proper engineered caulk joint at all trim intersections.
6. Most window and door head flashing is caulked shut.
7. Kick out flashing is missing at appropriate areas

## **B. Cementitious Siding**

The Building Code allows alternative products to be used if they pass a compliance test by a third party testing agency. The cementitious product used at One Hamlin Place is primarily a product by Hardi Plank. In accordance with NER #409, Hardi Plank has been approved for use if it is installed in accordance with the manufacture's installation instructions. If it is not installed in accordance with the manufacture's installation instructions, it is in violation of the building code and is subject to failure. The siding at One Hamlin Place is installed in violation of the manufacture's installation instructions and therefore, is in violation of the building code in effect at the time the building permit was issued. Another cementitious siding was used at One Hamlin Place but remains unidentified at this time. Installation requirements and therefore, construction deficiencies would be the same as Hardie Plank.

The Hardiplank siding has been installed using a blind nailing installation. The fasteners used for installation are 2" ring shank hot dipped galvanized siding nail with a 0.22" nominal diameter head. This is a violation of the IRC, Section R703.4 and the James Hardie installation requirements for the location of the home. The use of improper fasteners will negatively affect the ability of the siding to resist wind loading.

References to Hardie Plank are to all cementitious materials in this report. The 2008/09/12 Hardie Plank installation Instructions were published and available. Therefore they would apply to the installation of the Hardie Plank siding at One Hamlin Place. Common to all installation instructions are the following.

1. Lack of proper fastener spacing (should be 16" on center)
2. Lack of proper fasteners (too small )
3. Lack of fasteners in studs (all fasteners shall penetrate the studs 1 1/2 ")
4. Lack of 1/8" gap at trim intersections and siding butt joints for sealant
5. Lack of proper 1" gap at siding/roof intersections
6. Hardie Plank in contact with flashing and sealant
7. Lack of fasteners at butt joints
8. Lack of a stud at a butt joint

## **C. Windows**

After investigating all eleven buildings, it was determined that all windows are solid vinyl single hung with a DP of 50. They are not impact resistant windows. The

# Exhibit F

Myles Glick, AIA, LEED, AP - March 8, 2019

STATE OF SOUTH CAROLINA ) THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF CHARLESTON ) CASE NO. 2017-CP-10-5245  
 ONE HAMLIN PLACE TOWNHOME )  
 ASSOCIATION, INC., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JOHN WIELAND HOMES AND )  
 NEIGHBORHOODS OF THE )  
 CAROLINAS, INC., AS )  
 SUCCESSOR BY STATUTORY )  
 MERGER TO JOHN WIELAND )  
 HOMES AND NEIGHBORHOODS OF )  
 SOUTH CAROLINA, INC., et )  
 al., )  
 )  
 Defendants. )

\* \* \* \* \*

VOLUME I  
 DEPOSITION OF: MYLES GLICK, AIA, LEED, AP  
 DATE TAKEN: Friday, March 8, 2019  
 TIME: 10:07 a.m.  
 PLACE: Young Clement Rivers  
 25 Calhoun Street, 4th Floor  
 Charleston, South Carolina  
 REPORTED BY: EVE WILBANKS  
 Registered Professional  
 Reporter, Certified LiveNote  
 Reporter and Notary Public

\* \* \* \* \*

POST OFFICE BOX 21119  
 CHARLESTON, SOUTH CAROLINA 29413

Myles Glick, AIA, LEED, AP - March 8, 2019

Page 135

1 A. Pull out capacity.

2 Q. Gotcha. What is the other issue?

3 A. And then the spacing between the -- is  
4 more than 16 inches, and these studs are 16 inches  
5 on this building. And then all the pictures  
6 surrounding it illustrate the same thing. It's a  
7 long board. And then 21 actually is the  
8 HardiePlank label, so it is HardiePlank. 22, it's  
9 nailed too close to the butt joint. And almost on  
10 an inch; it's 7/8ths. So it's fairly close, but  
11 it's just too close to the edge. It should be an  
12 inch. It's 3/8ths. There's just not a holding  
13 power of the board left.

14 Q. Let me direct your attention to 32.  
15 We're now back to building 1. I think we talked  
16 earlier in the deposition that here the water  
17 intrusion that you can document with the -- is  
18 that -- in 32 and 33, am I seeing sealant  
19 splitting, or is that something else I'm looking  
20 at?

21 A. No, you're right. That's the sealant  
22 splitting. This is the end unit. I believe this  
23 window we're looking at is over the brick facade,  
24 which kind of goes up a little bit. This is the  
25 unit that Andrew was referring to. But you're

Myles Glick, AIA, LEED, AP - March 11, 2019

STATE OF SOUTH CAROLINA ) THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF CHARLESTON ) CASE NO. 2017-CP-10-5245  
 ONE HAMLIN PLACE TOWNHOME )  
 ASSOCIATION, INC., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 JOHN WIELAND HOMES AND )  
 NEIGHBORHOODS OF THE )  
 CAROLINAS, INC., AS )  
 SUCCESSOR BY STATUTORY )  
 MERGER TO JOHN WIELAND )  
 HOMES AND NEIGHBORHOODS OF )  
 SOUTH CAROLINA, INC., et )  
 al., )  
 )  
 Defendants. )

\* \* \* \* \*

VOLUME II  
 DEPOSITION OF: MYLES GLICK, AIA, LEED, AP  
 DATE TAKEN: Monday, March 11, 2019  
 TIME: 9:15 a.m.  
 PLACE: Young Clement Rivers  
 25 Calhoun Street, 4th Floor  
 Charleston, South Carolina  
 REPORTED BY: EVE WILBANKS  
 Registered Professional  
 Reporter, Certified LiveNote  
 Reporter and Notary Public

\* \* \* \* \*

POST OFFICE BOX 21119  
 CHARLESTON, SOUTH CAROLINA 29413

Myles Glick, AIA, LEED, AP - March 11, 2019

Page 268

1 interpreting that; you're going to adopt what Russ  
2 says about that?

3 A. Yes, I'll defer to Russ. It's a  
4 structural issue.

5 Q. But your opinion is that the siding  
6 needs to be replaced?

7 A. Absolutely. For the exposure and the  
8 type of fastener and the lack of fastener  
9 penetration at the studs after.

10 Q. You were asked some questions and shown  
11 photographs of the -- I think it's been described  
12 as the white panels that were installed typically  
13 on the rear of the buildings with the flat roofs,  
14 correct?

15 A. Correct. They were also on bay windows  
16 on the sides, and they're also on the siding when  
17 some of the back areas turned the corner, as we  
18 saw on that very first unit. When you go in the  
19 project, with the brick facade, there's at least  
20 12 feet of those panels that wrap the corner.

21 Q. Are any of those panel constructions on  
22 buildings 2, 4 or 6, which are the buildings with  
23 the sloped roofs?

24 A. I would have to go back and see if  
25 there's any bay windows on there.

# Exhibit G

Mease, Russell - March 14, 2019

STATE OF SOUTH CAROLINA  
IN THE COURT OF COMMON PLEAS  
COUNTY OF CHARLESTON

ONE HAMLIN PLACE TOWNHOME	)
ASSOCIATION, INC.,	)
	)
Plaintiff,	)
	)
-versus-	)
	)
JOHN WIELAND HOMES AND	)
NEIGHBORHOODS OF THE CAROLINAS,	)
INC., et al.,	)
	)
Defendants.	)

Case No.:  
2017-CP-10-5245

THE DEPOSITION OF RUSSELL T. MEASE was taken as a witness on behalf of the Defendants, pursuant to South Carolina Rules of Civil Procedure, at 10:00 a.m. on Thursday, the 14th day of March 2019, at the offices of Robertson Hollingsworth Manos & Rahn, 550 King Street, Suite 300, Charleston, South Carolina, before Janice O. Darby, Registered Professional Reporter and Notary Public in and for the State of South Carolina.

Janice Ohlendorf Darby, RPR  
(843) 814-7666 jodarby@comcast.net

Mease, Russell - March 14, 2019

Page 136

1 Q I understand. Just because other  
2 contractors may have done it in the community  
3 doesn't make it so, and you wouldn't rely on what  
4 other contractors may have done to support a opinion  
5 to a reasonable degree of engineering certainty as  
6 to what the contractors did in this case. Correct?

7 A True. But I'm relying on Mr. Glick and  
8 his evaluation of the property and him relaying to  
9 me that they were the typical nail that was used.

10 Q I understand. So again, the basis of  
11 your opinion that the fasteners used at all 11  
12 buildings on this project on the HardiePlank were  
13 improper is based on six nails we see in DT 33 and  
14 photo 72 of Exhibit 36 and that Mr. Glick, the other  
15 primary expert in this case that did the  
16 investigation, told you that that's what he saw as  
17 being out on the project?

18 A Correct.

19 Q You did not bracket in 17A item No. 2  
20 which says, "Remove all siding and repair all  
21 damaged sheathing," and goes on to talk about  
22 applying the fluid-applied. And we asked Mr. Glick  
23 about that. Do you intend to opine that all the  
24 HardiePlank siding out at the site needs to be  
25 removed and replaced because improper fasteners were

Janice Ohlendorf Darby, RPR  
(843) 814-7666 jodarby@comcast.net

Mease, Russell - March 14, 2019

Page 137

1 used?

2 A Yes. That's the second part of item two  
3 under Recommendations where I document that  
4 condition.

5 Q So you note, "The use of improper  
6 fasteners will negatively affect the ability of the  
7 siding to resist wind loading."

8 A Yes. Mr. Glick gave other reasons also  
9 for needing to remove the siding, but mine is a  
10 supporting element to that recommendation.

11 Q And we talked about the fasteners used,  
12 and I know this is probably an over-generalization.  
13 But when we looked at that chart, assuming Mr. Glick  
14 was accurate and we do have the siding nails out  
15 there instead of the roofing nails, those generally  
16 are only sufficient up to about 80 miles an hour is  
17 what that chart told us?

18 A I think it was 70 at a 40-foot height,  
19 but yes.

20 Q I don't know that it matters, but just to  
21 make sure that I'm accurate as to what I was looking  
22 at, if we go back to page 27 of NER 405.

23 A Yes. A 40-foot height is 70 miles an  
24 hour.

25 Q Are there any other components or

Janice Ohlendorf Darby, RPR  
(843) 814-7666 jodarby@comcast.net