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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 IV

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

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Gary Keisler, individually and as Class Representative, John Does (1-50) and Jane Does (1-50), Plaintiffs 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 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 **NOTICE OF MOTION AND MOTION TO RECONSIDER ORDER** GRANTING 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 motion only, as the "RP Companies") hereby moves the Court, pursuant to Rule 59(e) S.C.R.C.P, for an Order altering, amending, or vacating the Order filed May 10, 2022, granting Jorge Medina, And Jorge Medina a/k/a JMC Construction, LLC A/K/A

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JMC Construction, Inc.'s ("JMC") Motion for Summary Judgment. (A copy of the May 10, 2022 Order is attached hereto as "Exhibit A").

Legal Standard

Rule 59 provides that "the court may open the judgment if one has been entered and amend his findings of fact and conclusions of law or make new findings and conclusions and direct the entry of a new judgment." NCNB S.C. v. Floyd, 303 S.C. 261, 263, 399 S.E.2d 794, 795 (Ct. App. 1990). It is proper to view a Rule 59(e) motion not only as a vehicle to request the trial court to "'alter or amend the judgment,' but also as a vehicle to seek 'reconsideration'" of issues and arguments. Elam v. S.C. Dep't of Transp., 361 S.C. 9, 21, 602 S.E.2d 772, 778 (2004).

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"). JMC was a subcontractor who performed work at buildings 5 and 6 at One Hamlin Phase II. See invoices and purchase orders reflecting JMC's work at One Hamlin Phase II ("Exhibit B") and JMC's Memorandum in Support of its Motion for Summary Judgment at page 5.

Plaintiffs filed this action against the RP Companies[1], among others, alleging deficiencies in the construction of the townhomes at One Hamlin. The RP Companies

[1] Plaintiffs allege 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. Plaintiffs claim 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,

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answered the Plaintiffs' 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 Plaintiffs for damages relating to the subcontractors' work. JMC moved for summary judgment on March 3, 2022, and the RP Companies subsequently filed a Memorandum in Opposition to JMC's Motion. See the RP Companies Memorandum in Opposition ("Exhibit C") and incorporated herein by reference. Oral argument was held on April 18, 2022 and on May 10, 2022 the Court entered an Order granting JMC's Motion for Summary Judgment.

Argument

The Court's Order did not make findings of fact or conclusions of law addressing the RP Companies' arguments in opposition to JMC's Motion for Summary Judgment. Accordingly, the RP Companies respectfully request the Court reconsider the RP Companies' arguments and enter an Order denying JMC's Motion for Summary Judgment.

The basis for JMC's Motion for Summary Judgment was two-fold. First, JMC argued that the RP Companies cannot pursue an action for equitable indemnity based on an alleged "negligence rule" that prevents joint tortfeasors from recovering from one another under a claim for equitable indemnity. Second, JMC argued that the RP Companies' claims for negligence, breach of contract, and breach of warranty were merely disguised claims for indemnity. In its Memorandum in Opposition and at oral argument, the RP Companies presented arguments supported by significant factual

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 Plaintiffs prove they are amalgamated.

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evidence, including the affidavit of JT McMickle, evidence of JMC's work on the property, excerpts of Plaintiffs' expert reports, and testimony from Plaintiffs' experts. See Exhibits B – G. This evidence, coupled with on-point case law, created a question of fact as to whether the RP Companies necessarily share in the fault of the alleged defective work performed by JMC at One Hamlin Phase II.

The Court's decision to grant summary judgment to JMC did not recognize the inherent issue of fact that exists in the determination of whether the RP Companies were without fault in this matter. The Court's Order states that "[b]ased on their own witnesses…the RP Companies come to this court with some fault." Exhibit A at page 10. JMC's submission of testimony, which consisted of an excerpt from a deposition of a contractor that acknowledges that a general contractor has obligations relative to construction, did not and does not support the notion that there is no question of fact as to whether the RP Companies could be found by the fact finder to be without fault in this case. In short, JMC failed to meet its burden under S.C.R.C.P 56 to establish that there were no genuine issue of material fact and that it was entitled to judgment.

The deposition testimony cited by JMC does not establish the duty of a general contractor nor its breach. In addition, the Court's Order misconstrues the deposition testimony as those experts conceding that the RP Companies have fault with the alleged construction defects at One Hamlin.[2] As argued at the hearing and as discussed in detail in the RP Companies' briefs, the South Carolina Appellate Courts determine the duties owed in this matter, and have unequivocally stated that a general contractor does not automatically become liable for the negligent acts of its subcontractors merely by virtue

[2] George Cook's testimony was asked as a hypothetical and Derek Hodgin's testimony was obtained from unrelated cases where his deposition was taken. See Exhibit F and G to JMC Memorandum in Support of its Motion for Summary Judgment.

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of the general contractor/subcontractor relationship. Fields v. J. Haynes Waters Builders, Inc. 376 S.C. 545, 560, 658 S.E.2d 80, 89 (2008).

In addition, the Court's Order did not recognize that the RP Companies had presented evidence, and certainly at least "a scintilla" of evidence, warranting a determination by the fact finder in favor of the RP Companies' on their claims for indemnity, breach of contract, breach of warranty, and negligence against JMC. Anders v. South Carolina Farm Bureau Mut. Ins. Co. 307 S.C. 371, 375, 415 S.E.2d 406, 408 (Ct. App. 1992)(At the summary judgment stage it is only necessary for the nonmoving party to submit a scintilla of evidence warranting a determination by the jury).

The Court's Order relies on a finding that the RP Companies "hav[e] not presented information sufficient to prove they are without fault…." Exhibit A at page 10. As an initial matter, this determination reveals the Court's narrow focus on the cross-claim for equitable indemnity which is only one of the cross claims at issue. That focus notwithstanding, this statement is inconsistent with South Carolina law. Id.

First, the Court did not take into consideration rulings from the South Carolina Supreme Court and South Carolina Court of Appeals, that make clear that under South Carolina law a general contractor is not automatically responsible for the fault of defective work put in place by its subcontractors.[3] Fields v. J. Haynes Waters Builders, Inc. 376 S.C. 545, 560, 658 S.E.2d 80, 89 (2008)(rejecting the argument that a general contractor is automatically responsible for the negligence of its subcontractors); See also Stoneledge at Lake Keowee v. Clear View, 413 S.C. 615, 776 SE 2d 426 (Ct. App. 2015).

[3] These cases were cited by the RP Companies in their Memorandum in Opposition and brought to the Court's attention during oral argument.

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Second, the RP Companies, as the non-moving party, are not required to prove they are without fault at the summary judgment stage. Id. Instead, the RP Companies are only required to submit "a scintilla" of evidence warranting a determination by the fact finder in favor of the RP Companies' and "the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." Id.; Fleming v. Rose, 350 S.C. 488, 493–94, 567 S.E.2d 857, 860 (2002).

There is no dispute that JMC performed the siding installation and other work claimed to be deficient by Plaintiff's experts. See Exhibit B and JMC's Memorandum in Support of its Motion for Summary Judgment. There is also no dispute that the RP Companies did not perform the siding installation and other work performed by JMC that Plaintiff's experts claim to be deficient. Id.; Exhibit D. An inherent issue OF FACT exists in the determination of whether the RP Companies are at fault for work that JMC, and not the RP Companies, performed at One Hamlin. Hill v. York County Sheriff's Dep't, 313 S.C. 303, 305, 437 S.E.2d 179, 180 (Ct.App.1993)("…even where there is no dispute as to the evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should not be granted.") This inherent issue of fact, coupled with the Court's obligation to view the evidence and all reasonable inferences in favor of the RP Companies, establishes that the RP Companies met its burden by submitting a scintilla of evidence warranting a determination by the fact finder on the RP Companies' claim for indemnity against JMC.

Nevertheless, the RP Companies clearly presented a scintilla of evidence warranting a determination by the fact finder on the RP Companies' claims for breach of contract, breach of warranty, and negligence against JMC. As stated above, JMC performed some of the work the Plaintiffs claim to be deficient. If Plaintiffs successfully

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prove their allegations and the work JMC performed is found to be deficient, JMC will have breached the implied warranty of workmanlike service, committed negligence in the scope of its work, and to the extent the RP Companies are able to prove the existence of a contract through a course of dealing and/or a contract implied in law, and will be in breach of its contract with the RP Companies.

Conclusion

In light of the foregoing, the RP Companies respectfully request that the Court reconsider its prior decision and alter, amend, and/or withdraw its Order granting JMC's Motion for Summary Judgment and enter an Order denying JMC's Motion for Summary Judgment.

(Signature Page to Follow)

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Respectfully submitted,

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May 16, 2022

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Exhibit A

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)))	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
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.	)	Civil Action No.: 2017-CP-10-5245 **ORDER GRANTING SUMMARY JUDGMENT FOR DEFENDANTS NAMED AS JORGE MEDINA, 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**

-- AND --

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

This matter came before me for argument on Monday, April 17, 2022. The motions for summary judgment were filed on March 3, 2022, by Defendants named as Jorge Medina, Jorge

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Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc. (hereafter "JMC") and Defendant All Exteriors Construction, LLC (hereinafter "All Exteriors") requesting the dismissal of cross claims and third-party claims asserted by the general contractors for the construction of the One Hamlin Place Townhomes located in Mount Pleasant, Charleston County, South Carolina. Although four separate motions for summary judgment were filed contemporaneously, one motion each by JMC and by All Exteriors in the One Hamlin matter (C/A No. 2017-CP-109-5245, the "HOA Action") and the Gary Keisler matter (C/A No. 2017-CP-109-5245, the "Class Action"), the motions and arguments were nearly identical. Therefore, for clarity and as much brevity as possible, the motions are decided with a single, joint Order.

At the conclusion of the motions hearing, the court requested counsel for JMC and All Exteriors to submit a proposed order reflecting the court's ruling from the bench. In the interim, on April 23, 2022, Form Orders in both the HOA Action and the Class Action granting the requested relief were filed. Furthermore, for the reasons articulated below, the court hereby GRANTS the motions for summary judgment and further finds the alternative request to bifurcate is MOOT. Lastly, as an additional matter raised during the hearing on Monday, the court orders that the 30(b)(6) depositions of the general contractor entities be scheduled and taken within thirty (30) days of the date of this order.

THE PARTIES

Arguing on behalf of JMC and All Exteriors was Andrew N. Cole with Collins & Lacy, PC. Arguing and appearing on behalf of Residential Partners, LLC was Thomas C. Hildebrand, Jr. with Parker Poe Adams & Bernstein, LLP. Appearing on behalf of 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 was Blake A. McKie with Duffy

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& Young, LLC. Residential Partners and the RP Falcon entities were identified jointly in the underlying memorandums as the "RP Companies." Arguing on behalf of 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, and Builders Support Services of the Carolinas, Inc. was Theodore L. Manos with Robertson Hollingsworth Manos & Rahn, LLC. The John Wieland Homes entities were identified collectively in the underlying memorandums as "Wieland." John C. Hayes, IV appeared for and spoke on behalf of both the HOA Action and Class Action Plaintiffs. Other counsel were present in the courtroom, but none join in or opposed the arguments.

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 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 are alleged to have been 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.

Invoices and other documentation produced in discovery show that 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 three asphalt shingle roofs on Buildings 2, 4, and 6. All Exteriors performed a similar scope of work installed siding and trim on Buildings 7, 8, 9, 10, 11, and part of 5.

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Therefore, JMC performed work under both Wieland and the RP Companies, and All Exteriors performed work under the RP Companies. No written subcontract was entered between JMC, All Exteriors, Wieland, or the RP Companies.

Plaintiffs filed their original summonses and complaints for both the HOA Action and the Class Action on October 12, 2017. 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.

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. Wieland's cross claims were based on its work developing and/or building Buildings 1 through 4 at the One Hamlin Townhomes. 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; and (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 but applied to the RP Companies' work developing and/or building Buildings 5 through 11 at the One Hamlin

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Townhomes. 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 and All Exteriors generally denied the substantive allegations alleged in the pleadings by the Plaintiffs as well as the cross claims and 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.[1] JMC and All Exteriors agreed to a joint 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). Neither Wieland nor the RP Companies agreed to dismiss or resolve their respective cross claims and third-party claims against JMC and All Exteriors; therefore, on March 3, 2022, JMC and All Exteriors filed their motions for summary judgment against these cross claims against Wieland and the RP Companies. These motions for summary judgment were argued on April 18, 2022.

STANDARD OF REVIEW

"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).

[1] Because of continued Covid restrictions, the second mediation was conducted virtually.

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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, citations, and italics omitted). Rule 56(e) specifically prohibits the nonmoving party from resting upon the mere allegations or denials of its pleadings. Id. "Once 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) (citations omitted).

"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

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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).

DISCUSSION

1. The cross claims and third-party claims asserted by Wieland and the RP Companies are merely alternative wordings for a claim for equitable indemnity.

Wieland acknowledges that it entered no written contract with JMC. The RP Companies acknowledge that they entered no written contracts with JMC or All Exteriors. In their respective cross claims and third-party claims, Wieland and the RP Companies allege they suffered an injury because the HOA Action and Class Action Plaintiffs sued them first.

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 at Lake Keowee Owners' Ass'n, Inc., et al. v. Builders FirstSource-Southeast Group., et al., 413 S.C. 630, 635, 776 S.E.2d at 437 (Ct.App. 2015), reh'g den. (Sept. 14, 2015), cert. den. (Oct. 20, 2016) (Stoneledge B). 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.

In the present action, it is clear that the cross claims and/or third-party claims alleged by Wieland and the RP Companies against JMC and All Exteriors only exist because Plaintiffs first brought claims against Wieland and the RP Companies alleging the same construction defect violations. 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. The alleged cross claims and/or third-

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party claims sounding in negligence, breach of warranties, and breach of contract are nothing more than different ways of alleging claims for equitable indemnity.

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) (citating Vermeer Carolina's Inc. v. Wood/Chuck Chipper Corp., 336 S.C. 53, 60, 518 S.E.2d 301, 305 (Ct.App. 1999)). "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).

To recover under their equitable indemnity claims, Wieland and the RP Companies must each prove: (1) that JMC and/or All Exteriors were 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 their interests 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 (citating Vermeer 336 at 60, 518 S.E.2d at 305). "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 *4 (citating Town of

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Winnsboro v. Wiedeman-Singleton, Inc., 303 S.C. 52, 57-58, 398 S.E.2d 500, 503 (Ct.App. 1990), affirmed by Town of Winnsboro v. Wiedeman-Singleton, Inc. 307 S.C. 128, 414 S.E.2d 118 (1992)); see also A. Bright Arial & Calvin T. Vick, Jr., South Carolina Construction Law Desk Book, p.327 (SC Bar 2013).

JMC and All Exteriors presented testimony from the experts retained by Plaintiffs as well as Wieland and the RP Companies stating that a general contractor bears some responsibility and liability for the construction of an underlying project. Derek Hodgin of Construction Science and Engineering (CSE), the construction defect expert hired by Wieland and the RP Companies, has testified that the general contractor is the "captain of the ship" and is in charge of coordinating and overseeing the work being performed by its subcontractors. George Cook, the cost estimator hired by the RP Companies, testified in the present action that a general contractor has some responsibility to verify that the construction and/or repairs performed are compliant with buildings codes and industry standards. An excerpt from Mr. Cook's deposition is illustrative:

> 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.

Wieland and the RP Companies have offered no testimony to refute this opinion and/or concession stated in the very case now before this court. The current issues before the court are motions for summary judgment. JMC and All Exteriors met the initial burden under Rule 56,

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SCRCP to demonstrate that, as a matter of law, Wieland and the RP Companies have some liability in this case. See Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). Indeed, the experts hired by Wieland and the RP Companies concede that some repairs are required at the One Hamlin Townhomes. Since JMC and All Exteriors met their initial burden, it is incumbent on Wieland and the RP Companies to "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. (quoting Matushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586-587 (Sup.Ct. 1986) (italicized emphasis in original).

Wieland and the RP Companies argue in their responsive memorandums, and JMC and All Exteriors concede, that they did not self-perform work at the One Hamlin Townhomes and that JMC worked on Buildings 1, 2, 3, 4, 6, and part of 5 and All Exteriors worked on Buildings 7, 8, 9, 10, 11, and part of 5. This evidence merely confirms that JMC and All Exteriors worked on the project. No evidence was presented that exonerates Wieland or the RP Companies from their respective responsibilities and liability for their supervision of the work constructing the One Hamlin Townhomes. To the contrary, expert witnesses retained and/or relied on by Weiland and the RP Companies in this case have conceded that Wieland and the RP Companies, in their capacity as the general contractors on the One Hamlin Townhome project, have some fault with the alleged construction defects. Based on their own witnesses, Wieland and the RP Companies come to this court with some fault. Having not presented information sufficient to prove they are *without* fault, Wieland and the RP Companies come to this court without equity. As a matter of law, neither Wieland nor the RP Companies can recover on their cross claims and third-party claims for equitable indemnification against JMC and All Exteriors.

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3. JMC's and All Exteriors' Alternative Request to Bifurcate the cross claims and third-party claims at trial.

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). However, because this court has granted summary judgment in favor of JMC and All Exteriors on the cross claims and third-party claims asserted by Wieland and RP Companies, these claims are resolved. This court finds the motions to bifurcate are moot.

4. Additional discovery issue raised to the Court during the hearing.

During the arguments on the motions for summary judgment, the issue of Plaintiffs having not yet taken the depositions of the representatives for Wieland or the RP Companies was raised. This court finds that discovery was sufficiently completed to rule on the motions for summary judgment that were filed by JMC and All Exteriors. However, regarding the continuing claims, this court finds that additional discovery is warranted. This court finds that the depositions of the representatives from Wieland and the RP Companies should be taken. Therefore, pursuant to this court's inherent authority pursuant to Rules 26 and 30 of the South Carolina Rules of Civil Procedure, this court orders the scheduling and taking of the depositions of Wieland and the RP Companies pursuant to Rule 30(b)(6), SCRCP, within thirty (30) days of the date of this order.

IT IS THEREFORE ORDERED that:

1. Summary Judgment is GRANTED to JMC against the cross claims asserted by Wieland and the RP Companies in the HOA Action (C/A No. 2017-CP-10-05245);

2. Summary Judgment is GRANTED to JMC against the cross claims asserted by Wieland and the RP Companies in the Class Action (C/A No. 2017-CP-10-05246);

3. Summary Judgment is GRANTED to All Exteriors against the cross claims asserted by the RP Companies in the HOA Action (C/A No. 2017-CP-10-05245);

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4. Summary Judgment is GRANTED to All Exteriors against the cross claims asserted by the RP Companies in the Class Action (C/A No. 2017-CP-10-05246);

5. The alternative requests by JMC and All Exteriors to bifurcate the cross claims and third-party claims asserted against them by Wieland and the RP Companies are MOOT because of the rulings on the summary judgment motions; and

6. The parties still involved in the litigation shall schedule and take the depositions of the representatives for Wieland and the RP Companies pursuant to Rule 30(b)(6), SCRCP, within thirty (30) days of the date of this order.

AND IT IS SO ORDERED

_____

The Honorable Bentley Price
Judge, Ninth Judicial Circuit

April ____, 2022
Charleston, South Carolina

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Charleston Common Pleas

Case Caption: Gary Keisler , plaintiff, et al VS John Wieland Homes and Neighborhoods of the Carolinas Inc as , defendant, et al

Case Number: 2017CP1005246

Type: Order/Summary Judgment

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

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Exhibit B

RECORD ON APPEAL 1419

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02850391 Date: 6/22/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: T0357 ~~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.
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	~~23.2000~~ 22	160.000	~~3,712.00~~ 3740.00
scbaywnddbl	double bay window	each	1.0000	500.000	~~500.00~~ 500.00
sccrown	crown mold & frieze	lf	~~157.0000~~ 593	3.000	~~471.00~~ 1779.00
scfascia	fascia and soffit	lf	~~157.0000~~ 129	7.000	~~1,099.00~~ 903.00

Sub-Total ~~6,782.00~~
Sales Tax 0.00
Total Amt ~~6,782.00~~ 6892.00

Authorized Signature:
By:
Title: DS
Date: 4/23/13

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2304

Bill To
John Wieland Homes

Ship To
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

Total $6,892.00

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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.
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	~~12.7000~~ 16	160.000	~~2,032.00~~ 2720.00
sccrown	crown mold & frieze	lf	60 ~~92.0000~~ 26	3.000	~~276.00~~ 180.00
scfascia	fascia and soffit	lf	~~92.0000~~ 26	7.000	~~644.00~~ 182.00

Sub-Total ~~2,952.00~~ 3082.00
Sales Tax 0.00
Total Amt ~~2,952.00~~ 3082.00

Authorized Signature:
By: [signature]
Title: ACG
Date: 7/12/12

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By: [signature]
Title: PAYMENT APPROVED BY ADAM JOHNSON VP CONSTRUCTION-CHS
Date:

Close

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2305

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	2,720.00
26	c	1fascia	7.00	182.00
26	fr	frieze	3.00	78.00
17	ba	1installband	6.00	102.00

Geoff Bristol

Total $3,082.00

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02850886 Date: 6/25/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

t0357

To: ~~s3835~~ JMC CONSTRUCTION
4116 MEETING STREET ROAD
N. CHARLESTON SC 29405

Ship To: ohp-t/000/0012
One Hamlin Place
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
0NOTEALIST	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	~~23.2000~~ 22	160.000	~~2,712.00~~ 3740.00
scbaywnddbl	double bay window	each	1.0000	500.000	500.00 ✓
sccrown	crown mold & frieze	lf	~~157.0000~~ 662	3.000	~~471.00~~ 1986.00
scfascia	fascia and soffit	lf	~~157.0000~~ 133	7.000	~~1,099.00~~ 931.00

board & batt.

~~58~~ ~~209~~ ~~5,782.00~~

PAYMENT
CONSTRUC

Sub-Total	5,782.00
Sales Tax	0.00
Total Amt	~~5,782.00~~ 6657.00

Authorized Signature:
By: [signature]
Title: ASR
Date: 5/15/13

Vendor\Sub-Contractor:
By: [signature]
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

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Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2306

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	3,740.00
133	c	1fascia	7.00	931.00
133	fr	frieze	3.00	399.00
88	ba	1installband	6.00	528.00
8	pe	1pediment	70.00	560.00
1	bay	1baydouble	500.00	500.00

Geoff Bristol

Total $6,651.00

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02846465 Date: 6/11/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: ~~63835~~ 10357 -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	~~0~~	~~180.000~~	~~4,240.00~~
sccrown	crown mold & frieze	lf	~~287~~	3.000	~~831.00~~ 8613.00
scfascia	fascia and soffit	lf	~~0~~	7.000	~~1,939.00~~
board board and batten gables bay/double dormer					

~~Sub-Total 7,010.00~~
~~Sales Tax 0.00~~
Total Amt ~~7,010.00~~ 8613.00

Authorized Signature:
By:
Title: SVP
Date: 6/21/13

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

.MC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Invoice

Date	Invoice #
1/20/2013	2210

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	4,675.00
207	c	1fascia	7.00	1,449.00
207	fr	frieze	3.00	621.00
78	ba	1installband	6.00	468.00
10	pe	1pediment	70.00	700.00
1	bay	1baydouble	500.00	500.00
1	dor	1dormer	200.00	200.00

Geoff Bristol

Total $8,613.00

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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	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~30.0000~~ 34	35.000	~~1,050.00~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,190.00~~
Sales Tax 0.00
Total Amt ~~1,190.00~~ → 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By: ADAM C ANDERSON
Title: CONSTRUCTION MANAGER
Date:
PAYMENT APPROVED BY

Close

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

JMC CONSTRUCTION, LLC

4116 Meeting St.
North Charleston, SC 29405
vendor #s3835

Invoice

Date	Invoice #
10/7/2012	2045

Bill To
John Wieland Homes

Ship To
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

Total $1,390.00

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02846547 Date: 6/11/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

t0357

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: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	~~25.6000~~	~~160.000~~	~~2,176.00~~
sccrown	crown mold & frieze	lf	1840 ~~2560.000~~	3.000	~~609.00~~ $520.00
scfascia	fascia and soffit	lf	~~2560.000~~	7.000	~~1,421.00~~

~~Sub Total 4,206.00~~
~~Sales Tax 0.00~~
Total Amt ~~4,206.00~~ 5520.00

Authorized Signature:
By:
Title: OCB
Date: 1/21/13

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Invoice

Construction, LLC

16 Meeting St.
North Charleston, SC 29405

Date	Invoice #
1/20/2013	2211

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	2,380.00
212	e	1fascia	7.00	1,484.00
212	fr	frieze	3.00	636.00
1	dor	1dormer	200.00	200.00
10	pe	1pediment	70.00	700.00
20	ba	1installband	6.00	120.00

Geoff Bristol

Total $5,520.00

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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.
Est Date Required:
Superintendent: ADAM ANDERSON

F.O.B.:
Payment Terms: Weekly Trades
Group: 716

Resource/Use	Description	Unit	Quantity	Price	Extension	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~31.0000~~ 34	35.000	~~1,085.00~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,225.00~~
Sales Tax 0.00
Total Amt ~~1,225.00~~ 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By:
Title: ADAM C ANDERSON CONSTRUCTION MANAGER
Date:

PAYMENT APPROVED BY
Close

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Invoice

JMC CONSTRUCTION, LLC

4116 Meeting St.
North Charleston, SC 29405
vendor #s3835

Date	Invoice #
10/7/2012	2046

Bill To
John Wieland Homes

Ship To
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	1rooflabor	35.00	1,190.00
10	fe	1installfelt	20.00	200.00

Total $1,390.00

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02893733 Date: 12/5/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: ~~3835~~ 6035T JMC CONSTRUCTION
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.
Est Date Required:
Superintendent: GEOFF BRISTOL

F.O.B.:
Payment Terms: Weekly Trades
Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	~~0~~ 2874	170.000	~~4,335.00~~ 8613.00
sccrown	crown mold & frieze	lf	~~255.0000~~	3.000	~~831.00~~
scfascia	fascia and soffit	l	~~0~~ 1,~~.0000~~	7.000	~~1,939.00~~
~~Pedestals~~	~~bay/double~~	~~ea~~	~~4~~	~~500.00~~	~~2,000.00~~
~~dormer~~	~~bandboard~~	~~lf~~	~~35~~	~~6.00~~	~~210.00~~

~~Sub-Total 7,105.00~~
~~Sales Tax 0.00~~
Total Amt ~~7,105.00~~ 8613.00

Authorized Signature:
By: [signature]
Title: [illegible]
Date: 1/21/13

Vendor\Sub-Contractor:
By: J. Medlin
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close
PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

Invoice

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON COMMON PLEAS - CASE#2017CP1005246

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
1/20/2013	2212

Bill To	Ship To
John Wieland Homes	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

Total $8,613.00

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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	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~30.1000~~ 34	35.000	~~1,053.50~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,193.50~~
Sales Tax 0.00
Total Amt ~~1,193.50~~ 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
PAYMENT APPROVED BY
ADAM C ANDERSON
CONSTRUCTION MANAGER
Title:
Date:

Close

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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	1rooflabor	35.00	1,190.00
10	fe	1installfelt	20.00	200.00

Total $1,390.00

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Exhibit E

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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, July10, 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 **a**ll 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

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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 un-identified 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

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Exhibit D

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Gary Keisler, individually and as Class Representative, John Does (1-50) and Jane Does (1-50), Plaintiffs 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

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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)

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JT McMickle

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

NOTARY PUBLIC
JOSIE A HAGEN
COMM. # 706267
COMMISSION EXPIRES
MAY 10, 2023
STATE OF UTAH

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Exhibit C

ELECTRONICALLY FILED - 2022 May 18 2:32 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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), Plaintiffs 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.	CASE NO: 2017-CP-10-05246 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, Third-Party Plaintiffs, vs. COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC, Third-Party 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 (hereinafter collectively referred to, for convenience and purposes of this memorandum only, as the "RP Companies") hereby submit this

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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.

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Plaintiffs filed this action against the RP Companies[1], among others, alleging deficiencies in the construction of the townhomes at One Hamlin. The RP Companies answered the Plaintiffs' 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 Plaintiffs 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

[1] Plaintiffs allege 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. Plaintiffs claim 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 Plaintiffs, 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 Plaintiffs prove they are amalgamated.

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deficient in this suit. Id. and Exhibit C. While the RP Companies deny Plaintiffs' claims, Plaintiffs seek 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. Plaintiffs contend there are deficiencies with the installation of the siding at those buildings.[2] Specifically, Plaintiffs' experts claim as defective and call for the complete removal and replacement of the siding installed by JMC:

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 un-

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)

[2] 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.

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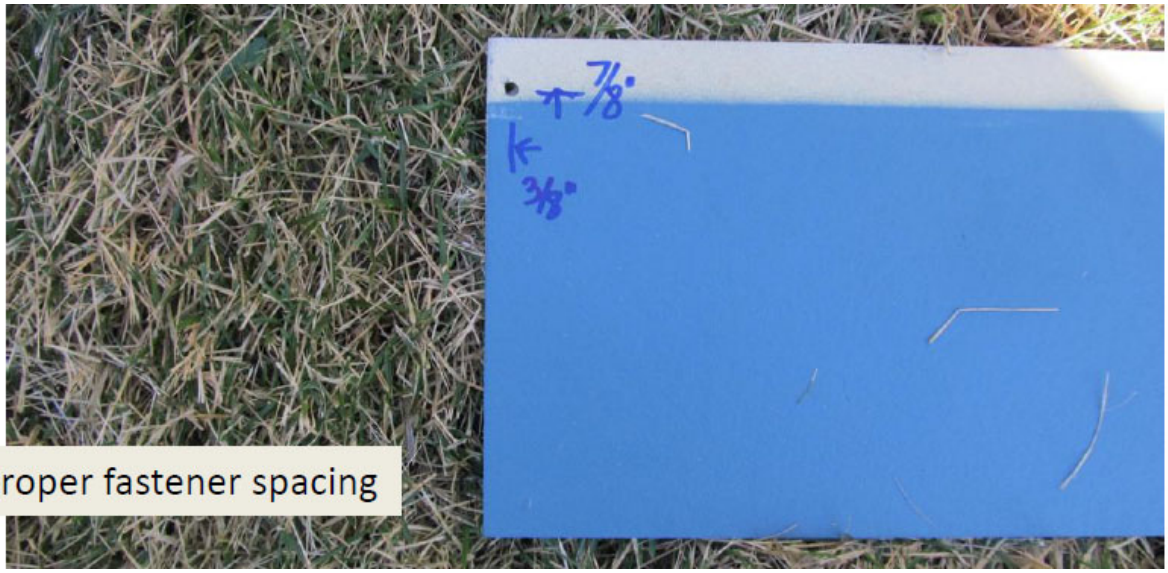
Q. Gotcha. What is the other issue?
A. And then the spacing between the -- is more than 16 inches, and these studs are 16 inches on this building. And then all the pictures surrounding it illustrate the same thing. It's a long board. And then 21 actually is the HardiePlank label, so it is HardiePlank. 22, it's nailed too close to the butt joint. And almost on an inch; it's 7/8ths. So it's fairly close, but it's just too close to the edge. It should be an inch. It's 3/8ths. There's just not a holding 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.

Q. But your opinion is that the siding needs to be replaced?
A. Absolutely. For the exposure and the type of fastener and the lack of fastener penetration at the studs after.

Deposition of Myles Glick, AIA dated March 11, 2019, page 268 line 5 – page 268 line 9. (Exhibit F).

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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

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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

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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 Plaintiffs' 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

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evidence is heard on Plaintiffs' claims against the RP Companies and the RP Companies' claims against JMC.

Respectfully submitted,

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Exhibit A

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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

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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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant
Come On Over

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:
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family

SQUARE FOOTAGE: 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

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Mount Pleasant
Come On Over

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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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:

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

03/20/2014

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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:

OCCUPANCY TYPE: R-3 and IRC Residential, one and two family

OCCUPANCY LOAD: 0

CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: VA
SQUARE FOOTAGE: 2782
SPRINKLED: 0

SPECIAL PROVISIONS:

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T. Lee Cave, Building Official

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

10/16/2014

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: VA
SQUARE FOOTAGE: 2820
SPRINKLED: 0

SPECIAL PROVISIONS:

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T. Lee Cave, Building Official

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

11/25/2014

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: VA
SQUARE FOOTAGE: 2782
SPRINKLED: 0

SPECIAL PROVISIONS:

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T. Lee Cave, Building Official

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

11/24/2014

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: VA
SQUARE FOOTAGE: 2817
SPRINKLED: 0

SPECIAL PROVISIONS:

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T. Lee Cave, Building Official

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

11/24/2014

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: VA
SQUARE FOOTAGE: 2782
SPRINKLED: 0

SPECIAL PROVISIONS:

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T. Lee Cave, Building Official

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

10/02/2014

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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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: VA
SQUARE FOOTAGE: 2782
SPRINKLED: 0

SPECIAL PROVISIONS:

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T. Lee Cave, Building Official

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

09/29/2014

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

PERMIT # RN-13-101728

PROJECT NAME: JW Homes

OWNER NAME JW Homes
ADDRESS 3015 Dunes West Blvd Ste 502 Mt Pleasant

PROPERTY ADDRESS: 2040 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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: VA
SQUARE FOOTAGE: 2817
SPRINKLED: 0

SPECIAL PROVISIONS:

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T. Lee Cave, Building Official

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

09/09/2014

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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:

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

02/11/2014

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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:

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

05/22/2014

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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:

OCCUPANCY TYPE: R-3 and IRC Residential, one and two family

OCCUPANCY LOAD: 0

CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant
Come On Over

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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:
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family

SQUARE FOOTAGE: 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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant
Came On Over.

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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Exhibit B

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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: OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant

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:	
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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant
Come On Over.

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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: OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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:	
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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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:	**R-3 and IRC Residential, one and two family**
OCCUPANCY TYPE:	
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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant

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:	
OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant

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:	
OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant
Come On Over.

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

04/05/2012

PERMIT #	**RN-10-083902**
PROJECT NAME:	John Wieland
ADDRESS:	3029 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 Flood Zone AE 14 + 1
PROPOSED USE: OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	2705

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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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:	
OCCUPANCY TYPE:	**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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant
Come On Over.

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant
Come On Over.

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Mount Pleasant

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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:	
OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Exhibit C

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02850391 Date: 6/22/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: T0357 ~~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.
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	~~23.2000~~ 22	160.000	~~3,712.00~~ 3740.00
scbaywnddbl	double bay window	each	1.0000	500.000	~~500.00~~ 500.00
sccrown	crown mold & frieze	lf	~~157.0000~~ 593	3.000	~~471.00~~ 1779.00
scfascia	fascia and soffit	lf	~~157.0000~~ 129	7.000	~~1,099.00~~ 903.00

Sub-Total ~~5,782.00~~
Sales Tax 0.00
Total Amt ~~5,782.00~~ 6892.00

Authorized Signature:
By:
Title: DS
Date: 4/23/13

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2304

Bill To
John Wieland Homes

Ship To
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

Total $6,892.00

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON COMMON PLEAS - CASE#2017CP1005246

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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.
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	~~12.7000~~ 16	160.000	~~2,032.00~~	2720.00
sccrown	crown mold & frieze	lf	60 ~~92.0000~~ 26	3.000	~~276.00~~	180.00
scfascia	fascia and soffit	lf	~~92.0000~~ 26	7.000	~~644.00~~	182.00

Sub-Total ~~2,952.00~~ 3082.00
Sales Tax 0.00
Total Amt ~~2,952.00~~ 3082.00

Authorized Signature:
By: [signature]
Title: ACG
Date: 7/12/12

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By: [signature]
Title: PAYMENT APPROVED BY ADAM JOHNSON VP CONSTRUCTION-CHS
Date:

Close

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2305

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	2,720.00
26	c	1fascia	7.00	182.00
26	fr	frieze	3.00	78.00
17	ba	1installband	6.00	102.00

Geoff Bristol

Total $3,082.00

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON COMMON PLEAS - CASE#2017CP1005246

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02850886 Date: 6/25/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

t0357

To: ~~s3835~~ JMC CONSTRUCTION
4116 MEETING STREET ROAD
N. CHARLESTON SC 29405

Ship To: ohp-t/000/0012
One Hamlin Place
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
0NOTEALIST	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	~~23.2000~~ 22	160.000	~~2,712.00~~ 3740.00
scbaywnddbl	double bay window	each	1.0000	500.000	500.00 ✓
sccrown	crown mold & frieze	lf	~~157.0000~~ 662	3.000	~~471.00~~ 1986.00
scfascia	fascia and soffit	lf	~~157.0000~~ 133	7.000	~~1,099.00~~ 931.00

board & batt.

Sub-Total	~~5,782.00~~
Sales Tax	0.00
Total Amt	~~5,782.00~~ 6657.00

PAYMENT ... CONSTRUC...

Authorized Signature:
By: [signature]
Title: JSR
Date: 5/15/13

Vendor\Sub-Contractor:
By: [signature]
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2306

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	3,740.00
133	c	1fascia	7.00	931.00
133	fr	frieze	3.00	399.00
88	ba	1installband	6.00	528.00
8	pe	1pediment	70.00	560.00
1	bay	1baydouble	500.00	500.00

Geoff Bristol

Total $6,651.00

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02846465 Date: 6/11/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: ~~c3835~~ t0357 -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	~~0~~	~~180.000~~	~~4,240.00~~
sccrown	crown mold & frieze	lf	~~287~~	3.000	~~831.00~~ 8613.00
scfascia	fascia and soffit	lf	~~0~~	7.000	~~1,939.00~~
board board and batten gables bay/dormer					

~~Sub-Total 7,010.00~~
~~Sales Tax 0.00~~
Total Amt ~~7,010.00~~ 8613.00

Authorized Signature:
By:
Title: SUP
Date: 1/24/13

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

MC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Invoice

Date	Invoice #
1/20/2013	2210

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	4,675.00
207	c	1fascia	7.00	1,449.00
207	fr	frieze	3.00	621.00
78	ba	1installband	6.00	468.00
10	pe	1pediment	70.00	700.00
1	bay	1baydouble	500.00	500.00
1	dor	1dormer	200.00	200.00

Geoff Bristol

Total $8,613.00

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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.
Est Date Required:
Superintendent: ADAM ANDERSON

F.O.B.:
Payment Terms: Weekly Trades
Group: 716

Resource/Use	Description	Unit	Quantity	Price	Extension	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~30.0000~~ 34	35.000	~~1,050.00~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,190.00~~
Sales Tax 0.00
Total Amt ~~1,190.00~~ → 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By: ADAM C ANDERSON
Title: CONSTRUCTION MANAGER
Date:
PAYMENT APPROVED BY

Close

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

JMC CONSTRUCTION, LLC

4116 Meeting St.
North Charleston, SC 29405
vendor #s3835

Invoice

Date	Invoice #
10/7/2012	2045

Bill To	Ship To
John Wieland Homes	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

Total $1,390.00

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02846547 Date: 6/11/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

t0357

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: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	~~25.6000~~	~~160.000~~	~~2,176.00~~
sccrown	crown mold & frieze	lf	1840 ~~2560.000~~	3.000	~~609.00~~ $5520.00
scfascia	fascia and soffit	lf	~~2560.000~~	7.000	~~1,421.00~~

~~Sub Total 4,206.00~~
~~Sales Tax 0.00~~
Total Amt ~~4,206.00~~ 5520.00

Authorized Signature:
By:
Title: OCB
Date: 1/21/13

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close
PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

https://jwhomelink.com/OnLinePOs/ViewPO.asp?PONumber=02846547&FromSchedule=... 10/9/2012

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Invoice

Construction, LLC

16 Meeting St.
North Charleston, SC 29405

Date	Invoice #
1/20/2013	2211

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	2,380.00
212	e	1fascia	7.00	1,484.00
212	fr	frieze	3.00	636.00
1	dor	1dormer	200.00	200.00
10	pe	1pediment	70.00	700.00
20	ba	1installband	6.00	120.00

Geoff Bristol

Total $5,520.00

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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.
Est Date Required:
Superintendent: ADAM ANDERSON

F.O.B.:
Payment Terms: Weekly Trades
Group: 716

Resource/Use	Description	Unit	Quantity	Price	Extension	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~31.0000~~ 34	35.000	~~1,085.00~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,225.00~~
Sales Tax 0.00
Total Amt ~~1,225.00~~ 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By:
Title: ADAM C ANDERSON CONSTRUCTION MANAGER
Date:

PAYMENT APPROVED BY
Close

ELECTRONICALLY FILED - 2022-May-18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

JMC CONSTRUCTION, LLC

4116 Meeting St.
North Charleston, SC 29405
vendor #s3835

Invoice

Date	Invoice #
10/7/2012	2046

Bill To
John Wieland Homes

Ship To
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	1rooflabor	35.00	1,190.00
10	fe	1installfelt	20.00	200.00

Total $1,390.00

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02893733 Date: 12/5/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: ~~3835~~ 6035T JMC CONSTRUCTION
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.
Est Date Required:
Superintendent: GEOFF BRISTOL

F.O.B.:
Payment Terms: Weekly Trades
Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	~~0~~ 2874	170.000	~~4,335.00~~ 8613.00
sccrown	crown mold & frieze	lf	~~255.0000~~	3.000	~~831.00~~
scfascia	fascia and soffit	l	~~0~~ 1,~~.0000~~	7.000	~~1,939.00~~
~~Pedestals~~	~~bay/double~~	~~dormer~~	~~band board~~		

~~Sub-Total 7,105.00~~
~~Sales Tax 0.00~~
Total Amt ~~7,105.00~~ 8613.00

Authorized Signature:
By: [signature]
Title: [illegible]
Date: 1/21/13

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close
PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
1/20/2013	2212

Bill To	Ship To
John Wieland Homes	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

Total $8,613.00

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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	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~30.1000~~ 34	35.000	~~1,053.50~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,193.50~~
Sales Tax 0.00
Total Amt ~~1,193.50~~ 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
PAYMENT APPROVED BY
ADAM C ANDERSON
CONSTRUCTION MANAGER
Title:
Date:

Close

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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	1rooflabor	35.00	1,190.00
10	fe	1installfelt	20.00	200.00

Total $1,390.00

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Exhibit D

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Gary Keisler, individually and as Class Representative, John Does (1-50) and Jane Does (1-50), Plaintiffs 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

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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)

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

JT McMickle

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

NOTARY PUBLIC
JOSIE A HAGEN
COMM. # 706267
COMMISSION EXPIRES
MAY 10, 2023
STATE OF UTAH

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Exhibit E

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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, July10, 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 **a**ll 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

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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 un-identified 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

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Exhibit F

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

* * * * * * * * * * * * * * * * *

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Electronically signed by Eve Wilbanks (101-177-349-6970) 66d64b34-238a-476d-a132-5a6b8d330f22

A. Pull out capacity.

Q. Gotcha. What is the other issue?

A. And then the spacing between the -- is more than 16 inches, and these studs are 16 inches on this building. And then all the pictures surrounding it illustrate the same thing. It's a long board. And then 21 actually is the HardiePlank label, so it is HardiePlank. 22, it's nailed too close to the butt joint. And almost on an inch; it's 7/8ths. So it's fairly close, but it's just too close to the edge. It should be an inch. It's 3/8ths. There's just not a holding power of the board left.

Q. Let me direct your attention to 32. We're now back to building 1. I think we talked earlier in the deposition that here the water intrusion that you can document with the -- is that -- in 32 and 33, am I seeing sealant splitting, or is that something else I'm looking at?

A. No, you're right. That's the sealant splitting. This is the end unit. I believe this window we're looking at is over the brick facade, which kind of goes up a little bit. This is the unit that Andrew was referring to. But you're

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Electronically signed by Eve Wilbanks (101-177-349-6970) 66d64b34-238a-476d-a132-5a6b8d330f22

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

* * * * * * * * * * * * * * * * *

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Electronically signed by Eve Wilbanks (101-177-349-6970) 2caf5fd7-7266-43f7-9313-090df8197876

interpreting that; you're going to adopt what Russ says about that?

A. Yes, I'll defer to Russ. It's a structural issue.

Q. But your opinion is that the siding needs to be replaced?

A. Absolutely. For the exposure and the type of fastener and the lack of fastener penetration at the studs after.

Q. You were asked some questions and shown photographs of the -- I think it's been described as the white panels that were installed typically on the rear of the buildings with the flat roofs, correct?

A. Correct. They were also on bay windows on the sides, and they're also on the siding when some of the back areas turned the corner, as we saw on that very first unit. When you go in the project, with the brick facade, there's at least 12 feet of those panels that wrap the corner.

Q. Are any of those panel constructions on buildings 2, 4 or 6, which are the buildings with the sloped roofs?

A. I would have to go back and see if there's any bay windows on there.

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Electronically signed by Eve Wilbanks (101-177-349-6970) 2caf5fd7-7266-43f7-9313-090df8197876

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

Exhibit G

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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 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

Electronically signed by Janice Darby (501-053-347-5716) aed2cdd7-af45-43ef-a6ce-e26be304261c

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Q I understand. Just because other contractors may have done it in the community doesn't make it so, and you wouldn't rely on what other contractors may have done to support a opinion to a reasonable degree of engineering certainty as to what the contractors did in this case. Correct?

A True. But I'm relying on Mr. Glick and his evaluation of the property and him relaying to me that they were the typical nail that was used.

Q I understand. So again, the basis of your opinion that the fasteners used at all 11 buildings on this project on the HardiePlank were improper is based on six nails we see in DT 33 and photo 72 of Exhibit 36 and that Mr. Glick, the other primary expert in this case that did the investigation, told you that that's what he saw as being out on the project?

A Correct.

Q You did not bracket in 17A item No. 2 which says, "Remove all siding and repair all damaged sheathing," and goes on to talk about applying the fluid-applied. And we asked Mr. Glick about that. Do you intend to opine that all the HardiePlank siding out at the site needs to be removed and replaced because improper fasteners were

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used?

A Yes. That's the second part of item two under Recommendations where I document that condition.

Q So you note, "The use of improper fasteners will negatively affect the ability of the siding to resist wind loading."

A Yes. Mr. Glick gave other reasons also for needing to remove the siding, but mine is a supporting element to that recommendation.

Q And we talked about the fasteners used, and I know this is probably an over-generalization. But when we looked at that chart, assuming Mr. Glick was accurate and we do have the siding nails out there instead of the roofing nails, those generally are only sufficient up to about 80 miles an hour is what that chart told us?

A I think it was 70 at a 40-foot height, but yes.

Q I don't know that it matters, but just to make sure that I'm accurate as to what I was looking at, if we go back to page 27 of NER 405.

A Yes. A 40-foot height is 70 miles an hour.

Q Are there any other components or

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Exhibit F

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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

* * * * * * * * * * * * * * * * *

Electronically signed by Eve Wilbanks (101-177-349-6970) 66d64b34-238a-476d-a132-5a6b8d330f22

A. Pull out capacity.

Q. Gotcha. What is the other issue?

A. And then the spacing between the -- is more than 16 inches, and these studs are 16 inches on this building. And then all the pictures surrounding it illustrate the same thing. It's a long board. And then 21 actually is the HardiePlank label, so it is HardiePlank. 22, it's nailed too close to the butt joint. And almost on an inch; it's 7/8ths. So it's fairly close, but it's just too close to the edge. It should be an inch. It's 3/8ths. There's just not a holding power of the board left.

Q. Let me direct your attention to 32. We're now back to building 1. I think we talked earlier in the deposition that here the water intrusion that you can document with the -- is that -- in 32 and 33, am I seeing sealant splitting, or is that something else I'm looking at?

A. No, you're right. That's the sealant splitting. This is the end unit. I believe this window we're looking at is over the brick facade, which kind of goes up a little bit. This is the unit that Andrew was referring to. But you're

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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

* * * * * * * * * * * * * * * * *

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Electronically signed by Eve Wilbanks (101-177-349-6970) 2caf5fd7-7266-43f7-9313-090df8197876

interpreting that; you're going to adopt what Russ says about that?

A. Yes, I'll defer to Russ. It's a structural issue.

Q. But your opinion is that the siding needs to be replaced?

A. Absolutely. For the exposure and the type of fastener and the lack of fastener penetration at the studs after.

Q. You were asked some questions and shown photographs of the -- I think it's been described as the white panels that were installed typically on the rear of the buildings with the flat roofs, correct?

A. Correct. They were also on bay windows on the sides, and they're also on the siding when some of the back areas turned the corner, as we saw on that very first unit. When you go in the project, with the brick facade, there's at least 12 feet of those panels that wrap the corner.

Q. Are any of those panel constructions on buildings 2, 4 or 6, which are the buildings with the sloped roofs?

A. I would have to go back and see if there's any bay windows on there.

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Exhibit G

ELECTRONICALLY FILED - 2022 May 18 3:22 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

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 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

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Q I understand. Just because other contractors may have done it in the community doesn't make it so, and you wouldn't rely on what other contractors may have done to support a opinion to a reasonable degree of engineering certainty as to what the contractors did in this case. Correct?

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Q I understand. So again, the basis of your opinion that the fasteners used at all 11 buildings on this project on the HardiePlank were improper is based on six nails we see in DT 33 and photo 72 of Exhibit 36 and that Mr. Glick, the other primary expert in this case that did the investigation, told you that that's what he saw as being out on the project?

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Q You did not bracket in 17A item No. 2 which says, "Remove all siding and repair all damaged sheathing," and goes on to talk about applying the fluid-applied. And we asked Mr. Glick about that. Do you intend to opine that all the HardiePlank siding out at the site needs to be removed and replaced because improper fasteners were

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Q So you note, "The use of improper fasteners will negatively affect the ability of the siding to resist wind loading."

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Q And we talked about the fasteners used, and I know this is probably an over-generalization. But when we looked at that chart, assuming Mr. Glick was accurate and we do have the siding nails out there instead of the roofing nails, those generally are only sufficient up to about 80 miles an hour is what that chart told us?

A I think it was 70 at a 40-foot height, but yes.

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ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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 **NOTICE OF MOTION AND MOTION TO RECONSIDER** ORDER GRANTING 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 motion only, as the "RP Companies") hereby moves the Court, pursuant to Rule 59(e) S.C.R.C.P, for an Order altering, amending, or vacating the Order filed May 10, 2022, granting Jorge Medina, And Jorge Medina a/k/a JMC Construction, LLC A/K/A

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JMC Construction, Inc.'s ("JMC") Motion for Summary Judgment. (A copy of the May 10, 2022 Order is attached hereto as "Exhibit A").

Legal Standard

Rule 59 provides that "the court may open the judgment if one has been entered and amend his findings of fact and conclusions of law or make new findings and conclusions and direct the entry of a new judgment." NCNB S.C. v. Floyd, 303 S.C. 261, 263, 399 S.E.2d 794, 795 (Ct. App. 1990). It is proper to view a Rule 59(e) motion not only as a vehicle to request the trial court to "'alter or amend the judgment,' but also as a vehicle to seek 'reconsideration'" of issues and arguments. Elam v. S.C. Dep't of Transp., 361 S.C. 9, 21, 602 S.E.2d 772, 778 (2004).

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"). JMC was a subcontractor who performed work at buildings 5 and 6 at One Hamlin Phase II. See invoices and purchase orders reflecting JMC's work at One Hamlin Phase II ("Exhibit B") and JMC's Memorandum in Support of its Motion for Summary Judgment at page 5.

Plaintiff filed this action against the RP Companies[1], among others, alleging deficiencies in the construction of the townhomes at One Hamlin. The RP Companies

[1] 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 claim 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,

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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 moved for summary judgment on March 3, 2022, and the RP Companies subsequently filed a Memorandum in Opposition to JMC's Motion. See the RP Companies Memorandum in Opposition ("Exhibit C") and incorporated herein by reference. Oral argument was held on April 18, 2022 and on May 10, 2022 the Court entered an Order granting JMC's Motion for Summary Judgment.

Argument

The Court's Order did not make findings of fact or conclusions of law addressing the RP Companies' arguments in opposition to JMC's Motion for Summary Judgment. Accordingly, the RP Companies respectfully request the Court reconsider the RP Companies' arguments and enter an Order denying JMC's Motion for Summary Judgment.

The basis for JMC's Motion for Summary Judgment was two-fold. First, JMC argued that the RP Companies cannot pursue an action for equitable indemnity based on an alleged "negligence rule" that prevents joint tortfeasors from recovering from one another under a claim for equitable indemnity. Second, JMC argued that the RP Companies' claims for negligence, breach of contract, and breach of warranty were merely disguised claims for indemnity. In its Memorandum in Opposition and at oral argument, the RP Companies presented arguments supported by significant factual

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.

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evidence, including the affidavit of JT McMickle, evidence of JMC's work on the property, excerpts of Plaintiff's expert reports, and testimony from Plaintiff's experts. See Exhibits B – G. This evidence, coupled with on-point case law, created a question of fact as to whether the RP Companies necessarily share in the fault of the alleged defective work performed by JMC at One Hamlin Phase II.

The Court's decision to grant summary judgment to JMC did not recognize the inherent issue of fact that exists in the determination of whether the RP Companies were without fault in this matter. The Court's Order states that "[b]ased on their own witnesses…the RP Companies come to this court with some fault." Exhibit A at page 10. JMC's submission of testimony, which consisted of an excerpt from a deposition of a contractor that acknowledges that a general contractor has obligations relative to construction, did not and does not support the notion that there is no question of fact as to whether the RP Companies could be found by the fact finder to be without fault in this case. In short, JMC failed to meet its burden under S.C.R.C.P 56 to establish that there were no genuine issue of material fact and that it was entitled to judgment.

The deposition testimony cited by JMC does not establish the duty of a general contractor nor its breach. In addition, the Court's Order misconstrues the deposition testimony as those experts conceding that the RP Companies have fault with the alleged construction defects at One Hamlin.[2] As argued at the hearing and as discussed in detail in the RP Companies' briefs, the South Carolina Appellate Courts determine the duties owed in this matter, and have unequivocally stated that a general contractor does not automatically become liable for the negligent acts of its subcontractors merely by virtue

[2] George Cook's testimony was asked as a hypothetical and Derek Hodgin's testimony was obtained from unrelated cases where his deposition was taken. See Exhibit F and G to JMC Memorandum in Support of its Motion for Summary Judgment.

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of the general contractor/subcontractor relationship. Fields v. J. Haynes Waters Builders, Inc. 376 S.C. 545, 560, 658 S.E.2d 80, 89 (2008).

In addition, the Court's Order did not recognize that the RP Companies had presented evidence, and certainly at least "a scintilla" of evidence, warranting a determination by the fact finder in favor of the RP Companies' on their claims for indemnity, breach of contract, breach of warranty, and negligence against JMC. Anders v. South Carolina Farm Bureau Mut. Ins. Co. 307 S.C. 371, 375, 415 S.E.2d 406, 408 (Ct. App. 1992)(At the summary judgment stage it is only necessary for the nonmoving party to submit a scintilla of evidence warranting a determination by the jury).

The Court's Order relies on a finding that the RP Companies "hav[e] not presented information sufficient to prove they are without fault…." Exhibit A at page 10. As an initial matter, this determination reveals the Court's narrow focus on the cross-claim for equitable indemnity which is only one of the cross claims at issue. That focus notwithstanding, this statement is inconsistent with South Carolina law. Id.

First, the Court did not take into consideration rulings from the South Carolina Supreme Court and South Carolina Court of Appeals, that make clear that under South Carolina law a general contractor is not automatically responsible for the fault of defective work put in place by its subcontractors.[3] Fields v. J. Haynes Waters Builders, Inc. 376 S.C. 545, 560, 658 S.E.2d 80, 89 (2008)(rejecting the argument that a general contractor is automatically responsible for the negligence of its subcontractors); See also Stoneledge at Lake Keowee v. Clear View, 413 S.C. 615, 776 SE 2d 426 (Ct. App. 2015).

[3] These cases were cited by the RP Companies in their Memorandum in Opposition and brought to the Court's attention during oral argument.

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Second, the RP Companies, as the non-moving party, are not required to prove they are without fault at the summary judgment stage. Id. Instead, the RP Companies are only required to submit "a scintilla" of evidence warranting a determination by the fact finder in favor of the RP Companies' and "the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." Id.; Fleming v. Rose, 350 S.C. 488, 493–94, 567 S.E.2d 857, 860 (2002).

There is no dispute that JMC performed the siding installation and other work claimed to be deficient by Plaintiff's experts. See Exhibit B and JMC's Memorandum in Support of its Motion for Summary Judgment. There is also no dispute that the RP Companies did not perform the siding installation and other work performed by JMC that Plaintiff's experts claim to be deficient. Id.; Exhibit D. An inherent issue OF FACT exists in the determination of whether the RP Companies are at fault for work that JMC, and not the RP Companies, performed at One Hamlin. Hill v. York County Sheriff's Dep't, 313 S.C. 303, 305, 437 S.E.2d 179, 180 (Ct.App.1993)("…even where there is no dispute as to the evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should not be granted.") This inherent issue of fact, coupled with the Court's obligation to view the evidence and all reasonable inferences in favor of the RP Companies, establishes that the RP Companies met its burden by submitting a scintilla of evidence warranting a determination by the fact finder on the RP Companies' claim for indemnity against JMC.

Nevertheless, the RP Companies clearly presented a scintilla of evidence warranting a determination by the fact finder on the RP Companies' claims for breach of contract, breach of warranty, and negligence against JMC. As stated above, JMC performed some of the work the Plaintiff claims to be deficient. If Plaintiff successfully

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proves its allegations and the work JMC performed is found to be deficient, JMC will have breached the implied warranty of workmanlike service, committed negligence in the scope of its work, and to the extent the RP Companies are able to prove the existence of a contract through a course of dealing and/or a contract implied in law, and will be in breach of its contract with the RP Companies.

Conclusion

In light of the foregoing, the RP Companies respectfully request that the Court reconsider its prior decision and alter, amend, and/or withdraw its Order granting JMC's Motion for Summary Judgment and enter an Order denying JMC's Motion for Summary Judgment.

(Signature Page to Follow)

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Respectfully submitted,

PARKER POE ADAMS & BERNSTEIN LLP
200 Meeting Street, Suite 301
Charleston, SC 29401

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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

May 16, 2022

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Exhibit A

ELECTRONICALLY FILED - 2022 May 10 2:56 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)))	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
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.	)	Civil Action No.: 2017-CP-10-5245 **ORDER GRANTING SUMMARY JUDGMENT FOR DEFENDANTS NAMED AS JORGE MEDINA, 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**

-- AND --

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

This matter came before me for argument on Monday, April 17, 2022. The motions for summary judgment were filed on March 3, 2022, by Defendants named as Jorge Medina, Jorge

ELECTRONICALLY FILED - 2022 May 10 2:56 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc. (hereafter "JMC") and Defendant All Exteriors Construction, LLC (hereinafter "All Exteriors") requesting the dismissal of cross claims and third-party claims asserted by the general contractors for the construction of the One Hamlin Place Townhomes located in Mount Pleasant, Charleston County, South Carolina. Although four separate motions for summary judgment were filed contemporaneously, one motion each by JMC and by All Exteriors in the One Hamlin matter (C/A No. 2017-CP-109-5245, the "HOA Action") and the Gary Keisler matter (C/A No. 2017-CP-109-5245, the "Class Action"), the motions and arguments were nearly identical. Therefore, for clarity and as much brevity as possible, the motions are decided with a single, joint Order.

At the conclusion of the motions hearing, the court requested counsel for JMC and All Exteriors to submit a proposed order reflecting the court's ruling from the bench. In the interim, on April 23, 2022, Form Orders in both the HOA Action and the Class Action granting the requested relief were filed. Furthermore, for the reasons articulated below, the court hereby GRANTS the motions for summary judgment and further finds the alternative request to bifurcate is MOOT. Lastly, as an additional matter raised during the hearing on Monday, the court orders that the 30(b)(6) depositions of the general contractor entities be scheduled and taken within thirty (30) days of the date of this order.

THE PARTIES

Arguing on behalf of JMC and All Exteriors was Andrew N. Cole with Collins & Lacy, PC. Arguing and appearing on behalf of Residential Partners, LLC was Thomas C. Hildebrand, Jr. with Parker Poe Adams & Bernstein, LLP. Appearing on behalf of 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 was Blake A. McKie with Duffy

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& Young, LLC. Residential Partners and the RP Falcon entities were identified jointly in the underlying memorandums as the "RP Companies." Arguing on behalf of 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, and Builders Support Services of the Carolinas, Inc. was Theodore L. Manos with Robertson Hollingsworth Manos & Rahn, LLC. The John Wieland Homes entities were identified collectively in the underlying memorandums as "Wieland." John C. Hayes, IV appeared for and spoke on behalf of both the HOA Action and Class Action Plaintiffs. Other counsel were present in the courtroom, but none join in or opposed the arguments.

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 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 are alleged to have been 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.

Invoices and other documentation produced in discovery show that 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 three asphalt shingle roofs on Buildings 2, 4, and 6. All Exteriors performed a similar scope of work installed siding and trim on Buildings 7, 8, 9, 10, 11, and part of 5.

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Therefore, JMC performed work under both Wieland and the RP Companies, and All Exteriors performed work under the RP Companies. No written subcontract was entered between JMC, All Exteriors, Wieland, or the RP Companies.

Plaintiffs filed their original summonses and complaints for both the HOA Action and the Class Action on October 12, 2017. 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.

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. Wieland's cross claims were based on its work developing and/or building Buildings 1 through 4 at the One Hamlin Townhomes. 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; and (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 but applied to the RP Companies' work developing and/or building Buildings 5 through 11 at the One Hamlin

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Townhomes. 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 and All Exteriors generally denied the substantive allegations alleged in the pleadings by the Plaintiffs as well as the cross claims and 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.[1] JMC and All Exteriors agreed to a joint 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). Neither Wieland nor the RP Companies agreed to dismiss or resolve their respective cross claims and third-party claims against JMC and All Exteriors; therefore, on March 3, 2022, JMC and All Exteriors filed their motions for summary judgment against these cross claims against Wieland and the RP Companies. These motions for summary judgment were argued on April 18, 2022.

STANDARD OF REVIEW

"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).

[1] Because of continued Covid restrictions, the second mediation was conducted virtually.

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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, citations, and italics omitted). Rule 56(e) specifically prohibits the nonmoving party from resting upon the mere allegations or denials of its pleadings. Id. "Once 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) (citations omitted).

"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

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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).

DISCUSSION

1. The cross claims and third-party claims asserted by Wieland and the RP Companies are merely alternative wordings for a claim for equitable indemnity.

Wieland acknowledges that it entered no written contract with JMC. The RP Companies acknowledge that they entered no written contracts with JMC or All Exteriors. In their respective cross claims and third-party claims, Wieland and the RP Companies allege they suffered an injury because the HOA Action and Class Action Plaintiffs sued them first.

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 at Lake Keowee Owners' Ass'n, Inc., et al. v. Builders FirstSource-Southeast Group., et al., 413 S.C. 630, 635, 776 S.E.2d at 437 (Ct.App. 2015), reh'g den. (Sept. 14, 2015), cert. den. (Oct. 20, 2016) (Stoneledge B). 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.

In the present action, it is clear that the cross claims and/or third-party claims alleged by Wieland and the RP Companies against JMC and All Exteriors only exist because Plaintiffs first brought claims against Wieland and the RP Companies alleging the same construction defect violations. 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. The alleged cross claims and/or third-

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party claims sounding in negligence, breach of warranties, and breach of contract are nothing more than different ways of alleging claims for equitable indemnity.

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) (citating Vermeer Carolina's Inc. v. Wood/Chuck Chipper Corp., 336 S.C. 53, 60, 518 S.E.2d 301, 305 (Ct.App. 1999)). "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).

To recover under their equitable indemnity claims, Wieland and the RP Companies must each prove: (1) that JMC and/or All Exteriors were 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 their interests 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 (citating Vermeer 336 at 60, 518 S.E.2d at 305). "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 *4 (citating Town of

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Winnsboro v. Wiedeman-Singleton, Inc., 303 S.C. 52, 57-58, 398 S.E.2d 500, 503 (Ct.App. 1990), affirmed by Town of Winnsboro v. Wiedeman-Singleton, Inc. 307 S.C. 128, 414 S.E.2d 118 (1992)); see also A. Bright Arial & Calvin T. Vick, Jr., South Carolina Construction Law Desk Book, p.327 (SC Bar 2013).

JMC and All Exteriors presented testimony from the experts retained by Plaintiffs as well as Wieland and the RP Companies stating that a general contractor bears some responsibility and liability for the construction of an underlying project. Derek Hodgin of Construction Science and Engineering (CSE), the construction defect expert hired by Wieland and the RP Companies, has testified that the general contractor is the "captain of the ship" and is in charge of coordinating and overseeing the work being performed by its subcontractors. George Cook, the cost estimator hired by the RP Companies, testified in the present action that a general contractor has some responsibility to verify that the construction and/or repairs performed are compliant with buildings codes and industry standards. An excerpt from Mr. Cook's deposition is illustrative:

> 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.

Wieland and the RP Companies have offered no testimony to refute this opinion and/or concession stated in the very case now before this court. The current issues before the court are motions for summary judgment. JMC and All Exteriors met the initial burden under Rule 56,

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SCRCP to demonstrate that, as a matter of law, Wieland and the RP Companies have some liability in this case. See Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). Indeed, the experts hired by Wieland and the RP Companies concede that some repairs are required at the One Hamlin Townhomes. Since JMC and All Exteriors met their initial burden, it is incumbent on Wieland and the RP Companies to "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. (quoting Matushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586-587 (Sup.Ct. 1986) (italicized emphasis in original).

Wieland and the RP Companies argue in their responsive memorandums, and JMC and All Exteriors concede, that they did not self-perform work at the One Hamlin Townhomes and that JMC worked on Buildings 1, 2, 3, 4, 6, and part of 5 and All Exteriors worked on Buildings 7, 8, 9, 10, 11, and part of 5. This evidence merely confirms that JMC and All Exteriors worked on the project. No evidence was presented that exonerates Wieland or the RP Companies from their respective responsibilities and liability for their supervision of the work constructing the One Hamlin Townhomes. To the contrary, expert witnesses retained and/or relied on by Weiland and the RP Companies in this case have conceded that Wieland and the RP Companies, in their capacity as the general contractors on the One Hamlin Townhome project, have some fault with the alleged construction defects. Based on their own witnesses, Wieland and the RP Companies come to this court with some fault. Having not presented information sufficient to prove they are *without* fault, Wieland and the RP Companies come to this court without equity. As a matter of law, neither Wieland nor the RP Companies can recover on their cross claims and third-party claims for equitable indemnification against JMC and All Exteriors.

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3. JMC's and All Exteriors' Alternative Request to Bifurcate the cross claims and third-party claims at trial.

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). However, because this court has granted summary judgment in favor of JMC and All Exteriors on the cross claims and third-party claims asserted by Wieland and RP Companies, these claims are resolved. This court finds the motions to bifurcate are moot.

4. Additional discovery issue raised to the Court during the hearing.

During the arguments on the motions for summary judgment, the issue of Plaintiffs having not yet taken the depositions of the representatives for Wieland or the RP Companies was raised. This court finds that discovery was sufficiently completed to rule on the motions for summary judgment that were filed by JMC and All Exteriors. However, regarding the continuing claims, this court finds that additional discovery is warranted. This court finds that the depositions of the representatives from Wieland and the RP Companies should be taken. Therefore, pursuant to this court's inherent authority pursuant to Rules 26 and 30 of the South Carolina Rules of Civil Procedure, this court orders the scheduling and taking of the depositions of Wieland and the RP Companies pursuant to Rule 30(b)(6), SCRCP, within thirty (30) days of the date of this order.

IT IS THEREFORE ORDERED that:

1. Summary Judgment is GRANTED to JMC against the cross claims asserted by Wieland and the RP Companies in the HOA Action (C/A No. 2017-CP-10-05245);

2. Summary Judgment is GRANTED to JMC against the cross claims asserted by Wieland and the RP Companies in the Class Action (C/A No. 2017-CP-10-05246);

3. Summary Judgment is GRANTED to All Exteriors against the cross claims asserted by the RP Companies in the HOA Action (C/A No. 2017-CP-10-05245);

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4. Summary Judgment is GRANTED to All Exteriors against the cross claims asserted by the RP Companies in the Class Action (C/A No. 2017-CP-10-05246);

5. The alternative requests by JMC and All Exteriors to bifurcate the cross claims and third-party claims asserted against them by Wieland and the RP Companies are MOOT because of the rulings on the summary judgment motions; and

6. The parties still involved in the litigation shall schedule and take the depositions of the representatives for Wieland and the RP Companies pursuant to Rule 30(b)(6), SCRCP, within thirty (30) days of the date of this order.

AND IT IS SO ORDERED

_____

The Honorable Bentley Price
Judge, Ninth Judicial Circuit

April ____, 2022
Charleston, South Carolina

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Charleston Common Pleas

Case Caption: One Hamlin Place Townhome Association Inc , plaintiff, et al VS John Wieland Homes and Neighborhoods of Carolinas Inc as Suc , defendant, et al

Case Number: 2017CP1005245

Type: Order/Summary Judgment

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

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Exhibit B

RECORD ON APPEAL 1562

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02850391 Date: 6/22/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: T0357 ~~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.
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	~~23.2000~~ 22	160.000	~~3,712.00~~ 3740.00
scbaywnddbl	double bay window	each	1.0000	500.000	~~500.00~~ 500.00
sccrown	crown mold & frieze	lf	~~157.0000~~ 593	3.000	~~471.00~~ 1779.00
scfascia	fascia and soffit	lf	~~157.0000~~ 129	7.000	~~1,099.00~~ 903.00

Sub-Total ~~5,782.00~~
Sales Tax 0.00
Total Amt ~~5,782.00~~ 6892.00

Authorized Signature:
By:
Title: DS
Date: 4/23/13

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2304

Bill To
John Wieland Homes

Ship To
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

Total $6,892.00

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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.
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	~~12.7000~~ 16	160.000	~~2,032.00~~ 2720.00
sccrown	crown mold & frieze	lf	60 ~~92.0000~~ 26	3.000	~~276.00~~ 180.00
scfascia	fascia and soffit	lf	~~92.0000~~ 26	7.000	~~644.00~~ 182.00

Sub-Total ~~2,952.00~~ 3082.00
Sales Tax 0.00
Total Amt ~~2,952.00~~ 3082.00

Authorized Signature:
By: [signature]
Title: ACG
Date: 7/12/12

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By: [signature]
Title: PAYMENT APPROVED BY ADAM JOHNSON VP CONSTRUCTION-CHS
Date:

Close

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2305

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	2,720.00
26	c	1fascia	7.00	182.00
26	fr	frieze	3.00	78.00
17	ba	1installband	6.00	102.00

Geoff Bristol

Total $3,082.00

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02850886 Date: 6/25/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

t0357
To: ~~s3835~~ JMC CONSTRUCTION
4116 MEETING STREET ROAD
N. CHARLESTON SC 29405

Ship To: ohp-t/000/0012
One Hamlin Place
3049 Monhegan Way
Mt. Pleasant SC 29464

Standard Willingha1
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
0NOTEALIST	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	~~23.2000~~ 22	160.000	~~2,712.00~~ 3740.00
scbaywnddbl	double bay window	each	1.0000	500.000	500.00 ✓
sccrown	crown mold & frieze	lf	~~157.0000~~ 662	3.000	~~471.00~~ 1986.00
scfascia	fascia and soffit	lf	~~157.0000~~ 133	7.000	~~1,099.00~~ 931.00

board & batt.

Sub-Total	~~5,782.00~~
Sales Tax	0.00
Total Amt	~~5,782.00~~ 6657.00

PAYMENT ... CONSTRUC...

Authorized Signature:
By: [signature]
Title: JSR
Date: 5/15/13

Vendor\Sub-Contractor:
By: [signature]
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

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JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Invoice

Date	Invoice #
4/12/2013	2306

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	3,740.00
133	c	1fascia	7.00	931.00
133	fr	frieze	3.00	399.00
88	ba	1installband	6.00	528.00
8	pe	1pediment	70.00	560.00
1	bay	1baydouble	500.00	500.00

Geoff Bristol

Total $6,651.00

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02846465 Date: 6/11/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: ~~63835~~ 10357 -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	~~0~~	~~180.000~~	~~4,240.00~~
sccrown	crown mold & frieze	lf	~~287~~	3.000	~~831.00~~ 8613.00
scfascia	fascia and soffit	lf	~~0~~	7.000	~~1,939.00~~
board board and batten gables bay/dormer					

~~Sub-Total 7,010.00~~
~~Sales Tax 0.00~~
Total Amt ~~7,010.00~~ 8613.00

Authorized Signature:
By:
Title: SUP
Date: 1/24/13

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

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Invoice

MC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
1/20/2013	2210

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	4,675.00
207	c	1fascia	7.00	1,449.00
207	fr	frieze	3.00	621.00
78	ba	1installband	6.00	468.00
10	pe	1pediment	70.00	700.00
1	bay	1baydouble	500.00	500.00
1	dor	1dormer	200.00	200.00

Geoff Bristol

Total $8,613.00

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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	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~30.0000~~ 34	35.000	~~1,050.00~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,190.00~~
Sales Tax 0.00
Total Amt ~~1,190.00~~ → 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By: ADAM C ANDERSON
Title: CONSTRUCTION MANAGER
Date:
PAYMENT APPROVED BY

Close

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

JMC CONSTRUCTION, LLC

4116 Meeting St.
North Charleston, SC 29405
vendor #s3835

Invoice

Date	Invoice #
10/7/2012	2045

Bill To	Ship To
John Wieland Homes	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

Total $1,390.00

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02846547 Date: 6/11/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

t0357

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: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	~~25.6000~~	~~160.000~~	~~2,176.00~~
sccrown	crown mold & frieze	lf	~~1840~~	3.000	~~609.00~~ $520.00
scfascia	fascia and soffit	lf	~~2[illegible].0000~~	7.000	~~1,421.00~~

~~Sub Total 4,206.00~~
~~Sales Tax 0.00~~
Total Amt ~~4,206.00~~ 5520.00

Authorized Signature:
By:
Title: COO
Date: 1/21/13

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

https://jwhomelink.com/OnLinePOs/ViewPO.asp?PONumber=02846547&FromSchedule=... 10/9/2012

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Invoice

Construction, LLC

16 Meeting St.
North Charleston, SC 29405

Date	Invoice #
1/20/2013	2211

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	2,380.00
212	e	1fascia	7.00	1,484.00
212	fr	frieze	3.00	636.00
1	dor	1dormer	200.00	200.00
10	pe	1pediment	70.00	700.00
20	ba	1installband	6.00	120.00

Geoff Bristol

Total $5,520.00

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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.
Est Date Required:
Superintendent: ADAM ANDERSON

F.O.B.:
Payment Terms: Weekly Trades
Group: 716

Resource/Use	Description	Unit	Quantity	Price	Extension	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~31.0000~~ 34	35.000	~~1,085.00~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,225.00~~
Sales Tax 0.00
Total Amt ~~1,225.00~~ 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By:
Title: ADAM C ANDERSON
Date:

PAYMENT APPROVED BY
CONSTRUCTION MANAGER
Close

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Invoice

JMC CONSTRUCTION, LLC

4116 Meeting St.
North Charleston, SC 29405
vendor #s3835

Date	Invoice #
10/7/2012	2046

Bill To
John Wieland Homes

Ship To
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	1rooflabor	35.00	1,190.00
10	fe	1installfelt	20.00	200.00

Total $1,390.00

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02893733 Date: 12/5/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: ~~3835~~ 6035 JMC CONSTRUCTION
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.
Est Date Required:
Superintendent: GEOFF BRISTOL

F.O.B.:
Payment Terms: Weekly Trades
Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	~~0~~	170.000	~~4,335.00~~
sccrown	crown mold & frieze	lf	287 ~~7.0000~~	3.000	~~831.00~~
scfascia	fascia and soffit	l	0 ~~7.0000~~	7.000	~~1,939.00~~
~~Pedestals~~	~~bay/double~~	~~4~~	~~500.00~~		
~~dormer~~	~~band board~~	~~1~~	~~200.00~~		
		~~5/8~~	~~6.00~~		

~~Sub-Total 7,105.00~~
~~Sales Tax 0.00~~
Total Amt ~~7,105.00~~ 8613.00

8613.00

Authorized Signature:
By: [signature]
Title: [illegible]
Date: 1/21/13

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close
PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
1/20/2013	2212

Bill To	Ship To
John Wieland Homes	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

Total $8,613.00

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ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~30.1000~~ 34	35.000	~~1,053.50~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,193.50~~
Sales Tax 0.00
Total Amt ~~1,193.50~~ 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
PAYMENT APPROVED BY
ADAM C ANDERSON
CONSTRUCTION MANAGER
Title:
Date:

Close

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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	1rooflabor	35.00	1,190.00
10	fe	1installfelt	20.00	200.00

Total $1,390.00

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Exhibit C

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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.

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Plaintiff filed this action against the RP Companies[1], 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

[1] 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.

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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.[2] Specifically, Plaintiff's experts claim as defective and call for the complete removal and replacement of the siding installed by JMC:

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 un-

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)

[2] 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.

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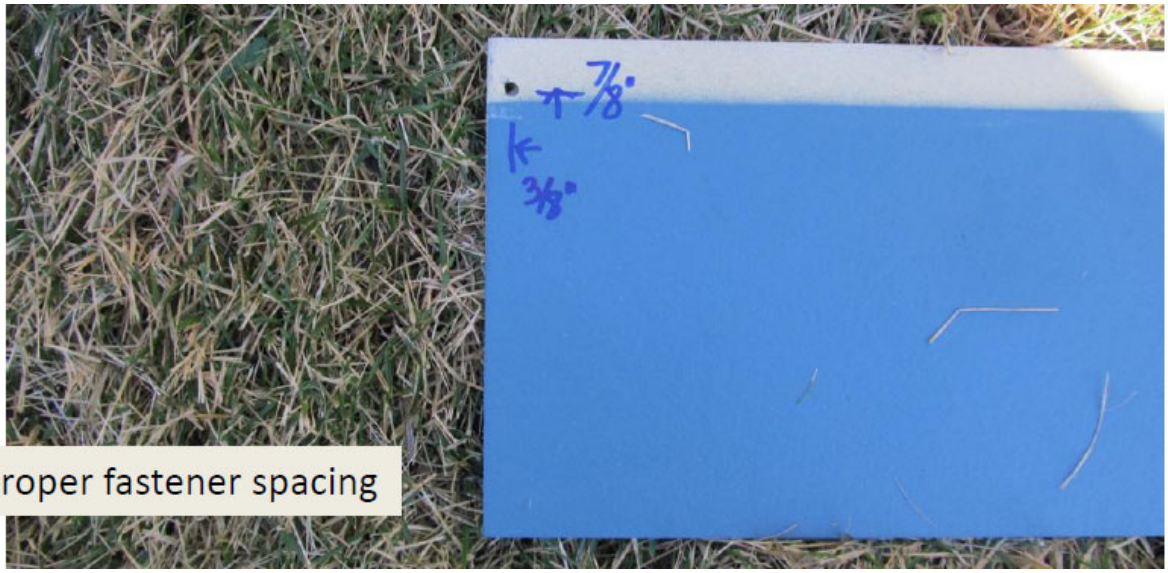
Q. Gotcha. What is the other issue?
A. And then the spacing between the -- is more than 16 inches, and these studs are 16 inches on this building. And then all the pictures surrounding it illustrate the same thing. It's a long board. And then 21 actually is the HardiePlank label, so it is HardiePlank. 22, it's nailed too close to the butt joint. And almost on an inch; it's 7/8ths. So it's fairly close, but it's just too close to the edge. It should be an inch. It's 3/8ths. There's just not a holding 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.

Q. But your opinion is that the siding needs to be replaced?
A. Absolutely. For the exposure and the type of fastener and the lack of fastener penetration at the studs after.

Deposition of Myles Glick, AIA dated March 11, 2019, page 268 line 5 – page 268 line 9. (Exhibit F).

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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

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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

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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

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And

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Charleston, SC 29401
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Fax (843) 720-2047
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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

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Exhibit A

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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

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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

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Mount Pleasant
Come On Over

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:
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family

SQUARE FOOTAGE: 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

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Mount Pleasant
Come On Over

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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:

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

03/20/2014

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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:

OCCUPANCY TYPE: R-3 and IRC Residential, one and two family

OCCUPANCY LOAD: 0

CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

PERMIT # RN-13-101728

PROJECT NAME: JW Homes

OWNER NAME JW Homes
ADDRESS 3015 Dunes West Blvd Ste 502 Mt Pleasant

PROPERTY ADDRESS: 2040 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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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:

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

02/11/2014

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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:

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

05/22/2014

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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:

OCCUPANCY TYPE: R-3 and IRC Residential, one and two family

OCCUPANCY LOAD: 0

CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family
OCCUPANCY LOAD: 0
CONSTRUCTION TYPE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant
Come On Over.

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant
Come On Over

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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:
OCCUPANCY TYPE: R-3 and IRC Residential, one and two family

SQUARE FOOTAGE: 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant
Came On Over.

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Exhibit B

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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: OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant

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:	
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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant
Come On Over.

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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: OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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:	
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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant

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: OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant

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:	
OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant
Come On Over.

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

04/05/2012

PERMIT #	**RN-10-083902**
PROJECT NAME:	John Wieland
ADDRESS:	3029 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 Flood Zone AE 14 + 1
PROPOSED USE: OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	2705

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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:	
OCCUPANCY TYPE:	**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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant
Come On Over.

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant
Come On Over.

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Mount Pleasant

TOWN OF MOUNT PLEASANT
BUILDING INSPECTIONS DIVISION

CERTIFICATE OF OCCUPANCY

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:	
OCCUPANCY TYPE:	R-3 and IRC Residential, one and two family
SQUARE FOOTAGE:	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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Exhibit C

RECORD ON APPEAL 1632

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005246

JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02850391 Date: 6/22/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: T0357 ~~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.
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	~~23.2000~~ 22	160.000	~~3,712.00~~ 3740.00
scbaywnddbl	double bay window	each	1.0000	500.000	~~500.00~~ 500.00
sccrown	crown mold & frieze	lf	~~157.0000~~ 593	3.000	~~471.00~~ 1779.00
scfascia	fascia and soffit	lf	~~157.0000~~ 129	7.000	~~1,099.00~~ 903.00

Sub-Total ~~6,782.00~~
Sales Tax 0.00
Total Amt ~~6,782.00~~ 6892.00

Authorized Signature:
By:
Title: DS
Date: 4/23/13

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2304

Bill To
John Wieland Homes

Ship To
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

Total $6,892.00

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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.
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	~~12.7000~~ 16	160.000	~~2,032.00~~	2720.00
sccrown	crown mold & frieze	lf	60 ~~92.0000~~ 76	3.000	~~276.00~~	190.00
scfascia	fascia and soffit	lf	~~92.0000~~ 26	7.000	~~644.00~~	182.00

Sub-Total ~~2,952.00~~ 3092.00
Sales Tax 0.00
Total Amt ~~2,952.00~~ 3082.00

Authorized Signature:
By: [signature]
Title: ACG
Date: 7/12/12

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By: [signature]
Title: PAYMENT APPROVED BY ADAM JOHNSON VP CONSTRUCTION-CHS
Date:

Close

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2305

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	2,720.00
26	c	1fascia	7.00	182.00
26	fr	frieze	3.00	78.00
17	ba	1installband	6.00	102.00

Geoff Bristol

Total $3,082.00

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON COMMON PLEAS - CASE#2017CP1005245

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02850886 Date: 6/25/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

t0357

To: ~~s3835~~ JMC CONSTRUCTION
4116 MEETING STREET ROAD
N. CHARLESTON SC 29405

Ship To: ohp-t/000/0012
One Hamlin Place
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
0NOTEALIST	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	~~23.2000~~ 22	160.000	~~2,712.00~~ 3740.00
scbaywnddbl	double bay window	each	1.0000	500.000	500.00 ✓
sccrown	crown mold & frieze	lf	~~157.0000~~ 662	3.000	~~471.00~~ 1986.00
scfascia	fascia and soffit	lf	~~157.0000~~ 133	7.000	~~1,099.00~~ 931.00

board & batt.

Sub-Total	~~5,782.00~~
Sales Tax	0.00
Total Amt	~~5,782.00~~ 6657.00

PAYMENT ... CONSTRUC...

Authorized Signature:
By: [signature]
Title: ASR
Date: 5/15/13

Vendor\Sub-Contractor:
By: [signature]
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
4/12/2013	2306

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	3,740.00
133	c	1fascia	7.00	931.00
133	fr	frieze	3.00	399.00
88	ba	1installband	6.00	528.00
8	pe	1pediment	70.00	560.00
1	bay	1baydouble	500.00	500.00

Geoff Bristol

Total $6,651.00

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

John Wieland

JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02846465 Date: 6/11/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: ~~63835~~ 6057 -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	~~0~~	~~180.000~~	~~4,240.00~~
sccrown	crown mold & frieze	lf	~~287~~	3.000	~~831.00~~ 8613.00
scfascia	fascia and soffit	lf	~~0~~	7.000	~~1,939.00~~
board board and batten gables bay/dormer					

~~Sub-Total 7,010.00~~
~~Sales Tax 0.00~~
Total Amt ~~7,010.00~~ 8613.00

Authorized Signature:
By:
Title: SVP
Date: 1/24/13

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

.MC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Invoice

Date	Invoice #
1/20/2013	2210

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	4,675.00
207	c	1fascia	7.00	1,449.00
207	fr	frieze	3.00	621.00
78	ba	1installband	6.00	468.00
10	pe	1pediment	70.00	700.00
1	bay	1baydouble	500.00	500.00
1	dor	1dormer	200.00	200.00

Geoff Bristol

Total $8,613.00

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~30.0000~~ 34	35.000	~~1,050.00~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,190.00~~
Sales Tax 0.00
Total Amt ~~1,190.00~~ 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By: ADAM C ANDERSON
Title: CONSTRUCTION MANAGER
Date:
PAYMENT APPROVED BY

Close

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

JMC CONSTRUCTION, LLC

4116 Meeting St.
North Charleston, SC 29405
vendor #s3835

Invoice

Date	Invoice #
10/7/2012	2045

Bill To	Ship To
John Wieland Homes	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

Total $1,390.00

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02846547 Date: 6/11/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

t0357

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: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	~~25.6000~~	~~160.000~~	~~2,176.00~~
sccrown	crown mold & frieze	lf	1840 ~~2576.0000~~	3.000	~~609.00~~ $5520.00
scfascia	fascia and soffit	lf	~~2576.0000~~	7.000	~~1,421.00~~

~~Sub-Total 4,206.00~~
~~Sales Tax 0.00~~
Total Amt ~~4,206.00~~ 5520.00

Authorized Signature:
By:
Title: COO
Date: 1/21/13

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close

PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Invoice

onstruction, LLC

16 Meeting St.
North Charleston, SC 29405

Date	Invoice #
1/20/2013	2211

Bill To	Ship To
John Wieland Homes	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	1sidingtrim	170.00	2,380.00
212	e	1fascia	7.00	1,484.00
212	fr	frieze	3.00	636.00
1	dor	1dormer	200.00	200.00
10	pe	1pediment	70.00	700.00
20	ba	1installband	6.00	120.00

Geoff Bristol

Total $5,520.00

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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.
Est Date Required:
Superintendent: ADAM ANDERSON

F.O.B.:
Payment Terms: Weekly Trades
Group: 716

Resource/Use	Description	Unit	Quantity	Price	Extension	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~31.0000~~ 34	35.000	~~1,085.00~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,225.00~~
Sales Tax 0.00
Total Amt ~~1,225.00~~ 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By:
Title:
Date:

Approved For Payment:
By:
Title: ADAM C ANDERSON CONSTRUCTION MANAGER
Date:
PAYMENT APPROVED BY
Close

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

JMC CONSTRUCTION, LLC

4116 Meeting St.
North Charleston, SC 29405
vendor #s3835

Invoice

Date	Invoice #
10/7/2012	2046

Bill To
John Wieland Homes

Ship To
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	1rooflabor	35.00	1,190.00
10	fe	1installfelt	20.00	200.00

Total $1,390.00

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JOHN WIELAND HOMES
AND NEIGHBORHOODS

MEASUREMENT PURCHASE ORDER

Number: 02893733 Date: 12/5/2012 For: (33700) Siding/Cornice Labor Print JRJC Form

To: ~~3835~~ 6035T JMC CONSTRUCTION
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.
Est Date Required:
Superintendent: GEOFF BRISTOL

F.O.B.:
Payment Terms: Weekly Trades
Group: 720

Resource/Use	Description	Unit	Quantity	Price	Extension
1sidingtrim	Install all siding includes PT band	sqr	~~0~~	170.000	~~4,335.00~~
sccrown	crown mold & frieze	lf	287 ~~7.0000~~	3.000	~~831.00~~
scfascia	fascia and soffit	l	0 ~~7.0000~~	7.000	~~1,939.00~~
~~Pedestals~~	~~bay/double~~	~~4~~	~~500.00~~		
~~dormer~~	~~band board~~	~~1~~	~~200.00~~		
		~~5@~~	~~6.00~~		

~~Sub-Total 7,105.00~~
~~Sales Tax 0.00~~
Total Amt ~~7,105.00~~ 8613.00

8613.00

Authorized Signature:
By: [signature]
Title: [illegible]
Date: 1/21/13

Vendor\Sub-Contractor:
By: J. Medlin
Title:
Date:

Approved For Payment:
By:
Title:
Date:

Close
PAYMENT APPROVED BY
SCOTT PARKER
CONSTRUCTION MANAGER

PAYMENT APPROVED BY
KEVIN M POPSON
PRESIDENT-CHARLESTON

Invoice

JMC Construction, LLC

4116 Meeting St.
North Charleston, SC 29405

Date	Invoice #
1/20/2013	2212

Bill To	Ship To
John Wieland Homes	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

Total $8,613.00

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ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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	
1rooflabor	Roof Labor Turnkey Except Shingles&Leadboots	sq	~~30.1000~~ 34	35.000	~~1,053.50~~	1190.00
rffelt	Roofing Felt Labor (installed rolls only)	roll	~~7.0000~~ 10	20.000	~~140.00~~	200.00

Sub-Total ~~1,193.50~~
Sales Tax 0.00
Total Amt ~~1,193.50~~ 1390.00

Authorized Signature:
By:
Title:
Date:

Vendor\Sub-Contractor:
By: J. Medina
Title:
Date:

Approved For Payment:
By:
PAYMENT APPROVED BY
ADAM C ANDERSON
CONSTRUCTION MANAGER
Title:
Date:

Close

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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	1rooflabor	35.00	1,190.00
10	fe	1installfelt	20.00	200.00

Total $1,390.00

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Exhibit D

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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)

JT McMickle

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

NOTARY PUBLIC
JOSIE A HAGEN
COMM. # 706267
COMMISSION EXPIRES
MAY 10, 2023
STATE OF UTAH

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RECORD ON APPEAL 1653

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Exhibit E

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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, July10, 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 **a**ll 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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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 un-identified 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

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Exhibit F

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

* * * * * * * * * * * * * * * * *

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Electronically signed by Eve Wilbanks (101-177-349-6970) 66d64b34-238a-476d-a132-5a6b8d330f22

A. Pull out capacity.

Q. Gotcha. What is the other issue?

A. And then the spacing between the -- is more than 16 inches, and these studs are 16 inches on this building. And then all the pictures surrounding it illustrate the same thing. It's a long board. And then 21 actually is the HardiePlank label, so it is HardiePlank. 22, it's nailed too close to the butt joint. And almost on an inch; it's 7/8ths. So it's fairly close, but it's just too close to the edge. It should be an inch. It's 3/8ths. There's just not a holding power of the board left.

Q. Let me direct your attention to 32. We're now back to building 1. I think we talked earlier in the deposition that here the water intrusion that you can document with the -- is that -- in 32 and 33, am I seeing sealant splitting, or is that something else I'm looking at?

A. No, you're right. That's the sealant splitting. This is the end unit. I believe this window we're looking at is over the brick facade, which kind of goes up a little bit. This is the unit that Andrew was referring to. But you're

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Electronically signed by Eve Wilbanks (101-177-349-6970) 66d64b34-238a-476d-a132-5a6b8d330f22

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

* * * * * * * * * * * * * * * * *

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Electronically signed by Eve Wilbanks (101-177-349-6970) 2caf5fd7-7266-43f7-9313-090df8197876

interpreting that; you're going to adopt what Russ says about that?

A. Yes, I'll defer to Russ. It's a structural issue.

Q. But your opinion is that the siding needs to be replaced?

A. Absolutely. For the exposure and the type of fastener and the lack of fastener penetration at the studs after.

Q. You were asked some questions and shown photographs of the -- I think it's been described as the white panels that were installed typically on the rear of the buildings with the flat roofs, correct?

A. Correct. They were also on bay windows on the sides, and they're also on the siding when some of the back areas turned the corner, as we saw on that very first unit. When you go in the project, with the brick facade, there's at least 12 feet of those panels that wrap the corner.

Q. Are any of those panel constructions on buildings 2, 4 or 6, which are the buildings with the sloped roofs?

A. I would have to go back and see if there's any bay windows on there.

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Electronically signed by Eve Wilbanks (101-177-349-6970) 2caf5fd7-7266-43f7-9313-090df8197876

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Exhibit G

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - 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 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

Electronically signed by Janice Darby (501-053-347-5716) aed2cdd7-af45-43ef-a6ce-e26be304261c

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Q I understand. Just because other contractors may have done it in the community doesn't make it so, and you wouldn't rely on what other contractors may have done to support a opinion to a reasonable degree of engineering certainty as to what the contractors did in this case. Correct?

A True. But I'm relying on Mr. Glick and his evaluation of the property and him relaying to me that they were the typical nail that was used.

Q I understand. So again, the basis of your opinion that the fasteners used at all 11 buildings on this project on the HardiePlank were improper is based on six nails we see in DT 33 and photo 72 of Exhibit 36 and that Mr. Glick, the other primary expert in this case that did the investigation, told you that that's what he saw as being out on the project?

A Correct.

Q You did not bracket in 17A item No. 2 which says, "Remove all siding and repair all damaged sheathing," and goes on to talk about applying the fluid-applied. And we asked Mr. Glick about that. Do you intend to opine that all the HardiePlank siding out at the site needs to be removed and replaced because improper fasteners were

Electronically signed by Janice Darby (501-053-347-5716) aed2cdd7-af45-43ef-a6ce-e26be304261c

used?

A Yes. That's the second part of item two under Recommendations where I document that condition.

Q So you note, "The use of improper fasteners will negatively affect the ability of the siding to resist wind loading."

A Yes. Mr. Glick gave other reasons also for needing to remove the siding, but mine is a supporting element to that recommendation.

Q And we talked about the fasteners used, and I know this is probably an over-generalization. But when we looked at that chart, assuming Mr. Glick was accurate and we do have the siding nails out there instead of the roofing nails, those generally are only sufficient up to about 80 miles an hour is what that chart told us?

A I think it was 70 at a 40-foot height, but yes.

Q I don't know that it matters, but just to make sure that I'm accurate as to what I was looking at, if we go back to page 27 of NER 405.

A Yes. A 40-foot height is 70 miles an hour.

Q Are there any other components or

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Electronically signed by Janice Darby (501-053-347-5716) aed2cdd7-af45-43ef-a6ce-e26be304261c

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Exhibit D

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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.

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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)

JT McMickle

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

NOTARY PUBLIC
JOSIE A HAGEN
COMM. # 706267
COMMISSION EXPIRES
MAY 10, 2023
STATE OF UTAH

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

RECORD ON APPEAL 1669

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

Exhibit E

ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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.

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ELECTRONICALLY FILED - 2022 May 18 2:51 PM - CHARLESTON - COMMON PLEAS - CASE#2017CP1005245

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

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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

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Exhibit F

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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

Electronically signed by Eve Wilbanks (101-177-349-6970) 66d64b34-238a-476d-a132-5a6b8d330f22

A. Pull out capacity.

Q. Gotcha. What is the other issue?

A. And then the spacing between the -- is more than 16 inches, and these studs are 16 inches on this building. And then all the pictures surrounding it illustrate the same thing. It's a long board. And then 21 actually is the HardiePlank label, so it is HardiePlank. 22, it's nailed too close to the butt joint. And almost on an inch; it's 7/8ths. So it's fairly close, but it's just too close to the edge. It should be an inch. It's 3/8ths. There's just not a holding power of the board left.

Q. Let me direct your attention to 32. We're now back to building 1. I think we talked earlier in the deposition that here the water intrusion that you can document with the -- is that -- in 32 and 33, am I seeing sealant splitting, or is that something else I'm looking at?

A. No, you're right. That's the sealant splitting. This is the end unit. I believe this window we're looking at is over the brick facade, which kind of goes up a little bit. This is the unit that Andrew was referring to. But you're

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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

* * * * * * * * * * * * * * * * *

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interpreting that; you're going to adopt what Russ says about that?

A. Yes, I'll defer to Russ. It's a structural issue.

Q. But your opinion is that the siding needs to be replaced?

A. Absolutely. For the exposure and the type of fastener and the lack of fastener penetration at the studs after.

Q. You were asked some questions and shown photographs of the -- I think it's been described as the white panels that were installed typically on the rear of the buildings with the flat roofs, correct?

A. Correct. They were also on bay windows on the sides, and they're also on the siding when some of the back areas turned the corner, as we saw on that very first unit. When you go in the project, with the brick facade, there's at least 12 feet of those panels that wrap the corner.

Q. Are any of those panel constructions on buildings 2, 4 or 6, which are the buildings with the sloped roofs?

A. I would have to go back and see if there's any bay windows on there.

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Exhibit G

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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 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

Electronically signed by Janice Darby (501-053-347-5716) aed2cdd7-af45-43ef-a6ce-e26be304261c

Q I understand. Just because other contractors may have done it in the community doesn't make it so, and you wouldn't rely on what other contractors may have done to support a opinion to a reasonable degree of engineering certainty as to what the contractors did in this case. Correct?

A True. But I'm relying on Mr. Glick and his evaluation of the property and him relaying to me that they were the typical nail that was used.

Q I understand. So again, the basis of your opinion that the fasteners used at all 11 buildings on this project on the HardiePlank were improper is based on six nails we see in DT 33 and photo 72 of Exhibit 36 and that Mr. Glick, the other primary expert in this case that did the investigation, told you that that's what he saw as being out on the project?

A Correct.

Q You did not bracket in 17A item No. 2 which says, "Remove all siding and repair all damaged sheathing," and goes on to talk about applying the fluid-applied. And we asked Mr. Glick about that. Do you intend to opine that all the HardiePlank siding out at the site needs to be removed and replaced because improper fasteners were

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used?

A Yes. That's the second part of item two under Recommendations where I document that condition.

Q So you note, "The use of improper fasteners will negatively affect the ability of the siding to resist wind loading."

A Yes. Mr. Glick gave other reasons also for needing to remove the siding, but mine is a supporting element to that recommendation.

Q And we talked about the fasteners used, and I know this is probably an over-generalization. But when we looked at that chart, assuming Mr. Glick was accurate and we do have the siding nails out there instead of the roofing nails, those generally are only sufficient up to about 80 miles an hour is what that chart told us?

A I think it was 70 at a 40-foot height, but yes.

Q I don't know that it matters, but just to make sure that I'm accurate as to what I was looking at, if we go back to page 27 of NER 405.

A Yes. A 40-foot height is 70 miles an hour.

Q Are there any other components or

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STATE OF SOUTH CAROLINA	COURT OF COMMON PLEAS
	2017-CP-10-05245
COUNTY OF CHARLESTON	
ONE HAMLIN PLACE TOWNHOME ASSOCIATION, INC., PLAINTIFF,	
vs.	TRANSCRIPT OF RECORD
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.	

April 18, 2022
Charleston, South Carolina

B E F O R E:

THE HONORABLE BENTLEY PRICE, JUDGE

A P P E A R A N C E S:

JOHN CALVIN HAYES, IV, ESQ.
Atty for the Plaintiff

THEODORE MANOS, ESQ.
Atty for Wieland, Neighborhoods, Cassidy, Parker, Pitcher

THOMAS C. HILDEBRAND, JR., ESQ.
Atty for Residential Partners Wheelock, WS JWH, WSREF NRT

ANDREW N. COLE, ESQ.
Atty for All Exteriors, JMC and Medina

Transcribed by:
CHERYL A. SMITH
Circuit Court Reporter
from DCRP, Digital Courtroom Recorder Project

INDEX

(SW) - Denotes State's Witness
(DW) - Denotes Defense Witness
(IC) - Denotes In Camera

PAGE

There were no witnesses called.

EXHIBITS

NO	DESCRIPTION	ID	EVD

There were no exhibits introduced.

PROCEEDINGS

(WHEREUPON, proceedings commenced at 10:36 AM.)

THE COURT: All right. It looks like that the motion for summary judgment -- partial summary judgment has been completed and the remaining as to 2017-CP-5245 and 5246 are the motions for bifurcation. Is that -- that's the only thing I saw in CourtPlus. So what's left?

MR. COLE: Have y'all conceded? I don't think so. No. It's ---

THE COURT: We'll look at -- that's what we're saying. The roster and CourtPlus are wrong.

MR. COLE: I would appreciate you just deciding it in my favor, but I don't think that's what they wanted.

THE COURT: Yeah. See, on mine it doesn't say that. It says motion for summary judgment or motion to bifurcate the trial.

Okay. All right. We'll just hear whatever motions y'all have. How about that? We're not worried about the docket.

MR. COLE: Your Honor, my name's Andrew Cole. I'm here for the defendants JMC Construction and All Exteriors, which are both entities owned by a gentleman by the name of Jorge Medina. I was -- my clients were subcontractors on a construction job out at the One Hamlin Plantation Townhomes.

There are actually four motions, two in the HOA action which is the One Hamlin action, and two in the class action which is the Keisler action. So all of these are -- it's basically the same argument. My motions are essentially a duplicate, but the facts change a little bit because of JMC and All Exteriors.

Just for a brief background, JMC was the subcontractor that started working on this and the general contractor named as Wieland, which has now got a different name by Builders Services Corporation. They were the ones that built Buildings 1 through 4 out there. And then RP Companies, which is a conglomerate of a bunch of names of companies, were the general contractor that took over for the construction of Buildings 5 through 11. JMC worked on the first -- first four buildings, Building 6 and part of Building 5, and All Exteriors worked on the rest of them based off of invoices and job submittals and things like that that have been produced in the case.

Importantly what I note in my memos that I did in support of my motion for summary judgment, and I hope this makes it an easy case because I think you've dealt with this before, is that -- well, first, plaintiff's counsel and I are actually on the same team here because I settled with them the last time we mediated this case in February, and so the only claims still in there are the cross-claims

from the RP Companies and Wieland against my client. There is no written contract between them and my client. The only -- the way that they dealt with the jobs is that they were through submittals of invoices and job requests and things like that, but there is no written contracts, there is no written contractual language in order to have a contractual indemnity claim; therefore, the rest of the claims, whether it's an equity -- or excuse me -- whether it's a claim for equitable indemnity, breach of contract, warranty or whatever, under Stoneledge and the previous cases that Stoneledge quotes to, those are all now deemed to be claims for an equitable indemnity claim.

The RP Companies submitted a responsive memorandum to what we have, and they appear to concede that it is just an equitable claim. But they say, oh, but wait, we will tell you in the future some time when this case gets tried, we're going to come up with something that somehow keeps my client in there.

Unfortunately, this is a motion for summary judgment, and I've already laid out through my memorandums how the plaintiffs cannot prove that they are without fault -- or, excuse me, not plaintiffs. Sorry, I keep getting this mixed up. The RP Companies and Wieland cannot prove they're without fault, and therefore, they cannot recover in their equitable indemnity claims. The extent that

their brief says that they're going to come up with some magical thing in the future when we actually have to try this case, that they're going to come up with something that absolves them of whatever responsibility they might have and then implicates my client, they haven't done it today, and they're going to say that they're going to prove something or they're going to bring something up. But this is their opportunity to do that, and they have not done it.

So basically, my motion comes down to the fact that there is no written contract. The only claim left over is an equitable indemnity claim. Plaintiffs are not suing us anymore because we reached a settlement agreement with them, and we are now at the point where we're trying to get rid of these claims. And unfortunately, the way that the case law has come down and the way that these types of cases where you have just a claim even though I did work on the project, they don't have a claim against me other than an equitable indemnity claim and they can't prove it to prove that they have no fault in this.

In fact, we took a deposition about a week ago of George Cook, who is a cost estimator hired by RP Companies. He may or may not be used by Wieland. But I asked Mr. Cooke in his deposition about, you know, what is the responsibility of a general contractor. And I'm just

going to quote from what I put in my brief here that after I asked him about a general contractor basically is a captain of the ship, and then I said, "You wouldn't be telling me that the general contractor" -- or excuse me. "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?"

And his response is, "No. I don't think that would fly."

And so their own witness and their own witnesses, and I have citations from other depositions and from other documents where Derek Hodgin, who is the defect expert hired by both RP Companies and Wieland, says that the general contractor is in charge of the job. And so the problem is that although they might not be entirely responsible for the work that my client as the subcontractors did, we have testimony today, and this is the only thing you have before you is testimony today from their witnesses that say that they have, that their clients have at least some responsibility. And when you have some responsibility, you cannot come to court without equity -- or you can't come to the Court without fault, and therefore, you cannot recover under their equitable indemnity claim, which is the only one left over.

THE COURT: All right. Thank you, sir.

MR. HILDEBRAND: Thank you, Your Honor. My name's Tom Hildebrand, and I represent one of the group of defendants who are subject to this motion. I represent an entity called Residential Partners, LLC, and it's one of several entities this motion has been made against. Mr. Duffy and Mr. McKie are here as well. They represent RP Falcon Properties, formerly known as John Wieland Homes, and Residential Partners, LLC, along with me. I filed briefs in opposition to the motion for all of those defendants, and they've been -- they are with the Court along with the affidavit of the CFO for the general contractor on this job.

But let me give you -- here are the basic facts, Your Honor. This is a case as indicated that's a construction defect case. My client is alleged to have been involved with one half of the project. Other defendants are involved with another half of the project. There are 11 buildings in total. My client was involved with the second half, which are Buildings 5 through 11.

Mr. Cole's client was the siding applicator for the project. And as you well know from these construction defect cases, they typically allege water intrusion through the exterior veneer, and that's the issue that is before the Court, is there a problem with the exterior veneer.

So Mr. Cole's client was the siding installer for Buildings 5 and 6, and then he morphed into another company called All Exteriors in that his newly formed company who he -- who he owned then installed the siding for some of the -- for the remaining buildings. So his client basically installed the siding on all of the buildings that we're talking about. And we've introduced through the Court with the memorandum that's been filed an affidavit which shows that his client installed that siding.

What we've also established is that the general contractor that constructed these buildings did not self-perform anything, and it hired subcontractors, including Mr. Cole's clients, to actually perform all of the work. So he installed the siding that is alleged to be defective.

What I've also cited in my briefs, Your Honor, is that the very siding that we're here about is specifically alleged by the plaintiff's expert to have been installed deficiently. And he said that it was not nailed in accordance with the manufacturer's installation instructions, and there are other problems that he says were code violations that he believes necessitate the complete removal and replacement of all of the siding. So his client installed the siding, the testimony that we've

introduced from the plaintiff's expert says that it was not installed correctly, so the evidence in the record is that his client installed something that was not appropriate.

So then -- so now he says, okay, well, even though I may have installed all the siding inappropriately, there can be no finding that you are not also, because you were the general contractor, at fault for the installation of the siding. Your Honor, with all due respect, the argument of Mr. Cole is diametrically opposed to the case law in South Carolina. And we've cited this in the brief. I've got a copy of it. I'll be happy to hand it to you. I've got a copy for you and your clerk if you'd like. But there are two cases directly on point, and they are the Fields vs. J. Haynes Waters Builders, Inc., 658 S.E.2d 89, a 2008 case, and then more recently Stoneledge at Lake Keowee vs. Clearview, 766 S.E.2d 426, Court of Appeals 2015 case.

The Stoneledge case is particularly instructive because in that case the exact argument that is being made here was made, and our appellate courts rejected it. And the argument that was made by a subcontractor was, look, I only do work for a general contractor. If I screwed up something, then the general contractor must automatically be liable as well, so I'm entitled to summary judgment on

the equitable indemnity claim. And the Court of Appeals reversed and said no. Under South Carolina law, a general contractor is not automatically liable for the negligence of its subcontractors, and it can be found that the subcontractor was 100 percent at fault and that the general contractor does not share in that fault.

So what we've established in the record is that the subcontractor did perform the work. It's alleged to have been at fault. Whether there is a finding on this issue by the jury that my client was at fault in installing the siding, that's an issue that the jury is going to have to decide. And we have denied that we are at fault, but that's something that the jury is going to have to decide. But for the subcontractor to say that there is no way that the general contractor can be found faultless but he can be found at fault, that's just not -- that's just not correct. And that's not what the law is in South Carolina. There's a case directly on point.

So Mr. Cole asked a repair contractor who has done a scope of repairs for the repair of these buildings what are the -- what does a general contractor do? And he said, well, obviously, a general contractor on a job has obligations. They have a contract with the owner to make sure that the building is completed, and that's how, obviously, that you would have in every case. But there

is no testimony by that expert that the general contractor share -- it was just a general question. There was no testimony that the general contractor was at fault or was partially at fault or caused or contributed to the injuries that are alleged here.

So in a nutshell, that's -- that's it, Your Honor. The case law is clear on this issue. So I -- with all due respect, I believe that it's a jury issue that is going to have to be decided, which is the standard for summary judgment motion, and therefore, it should be denied.

Thank you.

THE COURT: All right. Thank you.

Yes, sir, Mr. Cole.

MR. MANOS: Thank you, Your Honor. If I may, Teddy Manos. I represent the John Wieland entities that are Builder Support Services, Inc. My client constructed Buildings 1 through 4. And I echo all of the same arguments that Mr. Hildebrand made for my client as well.

The other issue to consider is this case has been going on for four to five years, and no one has taken a 30(b)(6) or fact deposition of any of my client's supervisors, superintendents and executives to even attempt to establish what they did on the job from a supervisory role. And I think that is an issue that will be in dispute.

Mr. Cole is not able today to argue orally or in his memo that the general contractor controlled the means and methods. Right now the only evidence in the case is that his client was the one that actually installed the siding, and on my buildings also the trim and the roof on a couple of buildings, and there's no evidence that my clients specifically participated in the negligence that his client performed as alleged by the plaintiffs. So those are all factual disputes that may change when evidence comes into trial. But there's nothing in an affidavit, there's nothing in the record that suggests that my client as the general contractor has breached its general contractor standard of care to properly supervise the employees and to properly coordinate the job.

THE COURT: All right.

MR. MANOS: Otherwise, I, again, echo the legal arguments and have those in my memo as well.

Thank you, sir.

THE COURT: All right. This is a 2017 case. Mr. Hayes, why haven't you deposed anybody from the GCs?

MR. HAYES: Your Honor, I have this case along with Keith McCarty. It's my understanding he's asked for those depositions. I believe we've asked for them. I don't believe they have occurred. We have asked.

THE COURT: Are y'all under any type of consent

scheduling order?

MR. HAYES: We are under a scheduling order. I don't know the dates off the top of my head as I stand here in front of you.

But as far as it goes, I think the arguments have been lined out very well by Mr. Cole. These are -- these type of situations are a huge impediment to get these cases resolved. They end up just causing an absolute Gordian knot by the time it gets to trial. Generally ---

THE COURT: Well, I mean, just so y'all -- y'all may or may not know, we just tried a DR Horton case in -- where were we? -- Beaufort for about five days. And I found that DR Horton's subrogation policy that they have in their -- you know, page 16 of their contract was void as to public policy because you can't just say, yeah, I'm just going to sit over here and collect all the money, but if you screw up, you're going to come in and indemnify me, you're going to -- you're going to basically represent me, and you're going to have to defend all clients. And I said absolutely not. We're not having that. So it's at the Court of Appeals now so we'll find out what they say. So just take that into consideration when y'all are negotiating the rest of this case. All right?

MR. HAYES: I will.

THE COURT: And I'll have an answer to you by the end

of the day.

MR. COLE: All right. Thank you, Your Honor. I would -- I like what you just said because I was going to say the same thing, that we don't even have a contract in this case and that, you know, we have a general contractor that wants to collect all the profits and then stick it on my client afterwards.

The second part of this -- I hope that my arguments in my briefing are good to convince you to grant my motions for summary judgment. Alternatively, there is the motion to bifurcate. That was not even addressed by the responsive memo from the other side. If for some reason I don't get my motion for summary judgment, then I would ask for the bifurcation because, again, all we need is some evidence that they have not shown today, but we just need some evidence to show that they have some responsibility, joint or total, and then they cannot recover -- recover against my clients.

THE COURT: All right. Here's what I'm going to do. I've got to use the bathroom really bad so let me -- I'm going to grant your motion for summary judgment. I am not blaming Mr. Hildebrand whatsoever. I appreciate his arguments. But I just -- I don't see it. Like you say, based on my previous rulings, each contractor can't just sit there and collect all the money and then just say, oh

yeah, by the way, you've got to help me out later on down the road.

But you have 30 days from today's date to produce all the 30(b)(6) for the remaining GC's to Mr. Hayes as well. Put that in the order. And if y'all need anything else, you just let me know.

So your motion to bifurcate is moot. All right?

MR. COLE: Thank you.

THE COURT: All right.

(WHEREUPON, proceedings concluded at 10:55 AM.)

CERTIFICATE OF REPORTER

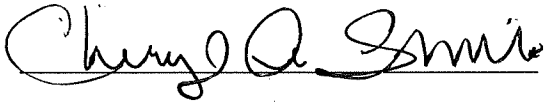
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

I, CHERYL A. SMITH, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record, to the best of my ability based on the audio and notes provided, of the digitally recorded proceedings had from the DCRP, Digital Courtroom Recorder Project, and evidence introduced in the trial of the captioned case, relative to appeal, in the Common Pleas Court for Charleston County, South Carolina, on the 18th day of April, 2022.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

June 9, 2022



Cheryl A. Smith, CVR-M

Court Reporter

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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)

CERTIFICATE OF COUNSEL

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

I, Blake A. McKie, certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

s/ Blake A. McKie
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