

RECEIVED

Aug 06 2024

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM CHARLESTON COUNTY
Jennifer B. McCoy, Circuit Court Judge

Civil Action No. 2015-CP-10-00955

Appellate Case No. 2023-001422

Palmetto Pointe At Peas Island Condominium Property Owners Association,
Inc. And Jack Love, Individually, and on behalf of all others similarly situated,
.....Plaintiffs,

vs.

Island Pointe, LLC; Complete Building Corporation; Tri-County Roofing, Inc.;
Creekside, Inc; American Residential Services, LLC d/b/a ARS/Rescue Rooter
Charleston; Andersen Windows, Inc; Atlantic Building Construction Services,
Inc., n/k/a Atlantic Construction Services, Inc.; Builder Services Group, Inc.
d/b/a Gale Contractor Services; Novus Architects, Inc., f/k/a SGM Architects,
Inc.; Tallent and Sons, Inc; W C Services, Inc.; CRG Engineering, Inc;
CertainTeed Corporation; Kelly Flooring Products, Inc, d/b/a Carpet Baggcrs;
Cornerstone Construction and Mark Malloy d/b/a Cornerstone Construction;
Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC; Mark
Palpoint a/k/a Micah Palpoint; Elroy Alonzo Vasquez; Chris a/k/a John Doe
61; Alderman Construction; Stanley's Vinyl Fence Designs; Cohen's Drywall
Company, Inc; Mosely Concrete; Hand A Framing Construction, LLC a/k/a
H&A Framing Construction, LLC and d/b/a H and A Framing, LLC, H&A
Construction, and Hand A Construction; JMC Construction, Inc; JMC
Construction, LLC; John Doe 1—15, ... Defendants,

of which Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. and Jack Love, individually, and on behalf of all others similarly situated are the Respondents,

and

Tri-County Roofing, Inc.....Appellant.

APPENDIX
Volume I

CHRISTIAN STEGMAIER
SC Bar No. 68648
cstegmaier@collinsandlacy.com
KELSEY J. BRUDVIG
SC Bar No. 101680
kbrudvig@collinsandlacy.com
HENRY D. MCMASTER, JR.
SC Bar No.: 103232
hmcmaster@collinsandlacy.com
EVAN M. GESSNER
SC Bar No. 77704
egessner@collinsandlacy.com
Collins & Lacy, PC
Post Office Box 12487
Columbia, SC 29211
803.256.2660 (voice)
803.771.4484 (fax)
Attorneys for Appellant

Justin O'Toole Lucey, Esquire
SC Bar No. 15438
jlucey@lucey-law.com
Anna McCann, Esquire

SC Bar No. 102314
amccann@lucy-law.com
JUSTIN O'TOOLE LUCEY, PA
415 Mill Street
Mount Pleasant, SC 29464
Attorneys for Respondents

Edward D. Buckley, Jr., Esquire
SC Bar No.
ebuckley@ycrlaw.com
YOUNG CLEMENT RIVERS, LLC
Post Office Box 993
Charleston, SC 29402
Attorneys for Respondents

INDEX

Record of Appeal	0001 – 3005
Court of Appeals Decision.....	3006
Petition for Rehearing	3026
Court of Appeal Order Denying Petition for Rehearing.....	3036
Appellant’s Final Brief.....	3038
Respondents’ Final Brief	3094
Appellant’s Final Reply Brief	3145
Petition for Writ of Certiorari	3175
Respondents’ Return to Writ of Certiorari	3199
Petitioner’s Reply to Respondents’ Return to Petition for Writ of Certiorari	3231
Order Granting Petition for Writ of Certiorari	3247

RECORD ON APPEAL

INDEX Volume 1 of 7

Orders, Judgments, Decrees, and Decisions

1. Dismissal of Claims Against Christopher N. Union and Leonard T. Browne Without Prejudice and Tolling Agreement, filed August 2, 2017;**R-1**
2. Plaintiffs’ Notice of Voluntary Dismissal of Defendant CRG Engineering, Inc. Without Prejudice, filed January 24, 2018;.....**R-6**
3. Stipulation of Dismissal with Prejudice of Defendant Cornerstone Construction and Mark Mallory d/b/a Cornerstone Construction Only, filed June 28, 2018;.....**R-10**
4. Consent Order of Dismissal with Prejudice of Plaintiffs’ Claims Against H&A Framing and Complete Building Corporation’s Cross-Claims Against H&A Framing, filed July 10, 2018;**R-43**
5. Order of Dismissal with Prejudice as to Defendant Novus Architects, Inc., f/k/a SGM Architects, Inc. Only, filed July 12, 2018;.....**R-50**
6. Order of Dismissal with Prejudice as to Defendant Alderman Construction, Inc., filed August 9, 2018;**R-60**
7. Order of Dismissal with Prejudice as to Defendant CertainTeed Corporation Only, filed August 21, 2018;**R-70**
8. Stipulation of Dismissal with Prejudice as to Cohen’s Drywall Company, Inc. Only, filed Sept. 27, 2018;**R-78**
9. Stipulation of Dismissal with Prejudice of Kelly Flooring Products, Inc. d/b/a Carpet Baggers Only, filed March 1, 2019;**R-82**
10. Stipulation of Dismissal with Prejudice (CBC Cross-Claims Against) Andersen Windows, Inc. Only, filed May 7, 2019;**R-113**
11. Form 4 Order regarding trial verdict and Verdict Form – circulated July 23, 2019 but retroactively file stamped on May 16, 2019;**R-116**
12. Stipulation of Dismissal with Prejudice as to Builders Services Group, Inc. d/b/a Gale Contractor Services Only, filed May 20, 2019;**R-123**
13. Stipulation of Dismissal as to Defendant Tallent and Sons, Inc., filed May 24, 2019;**R-129**

14. Consent Order of Dismissal as to Certain Defendants Only [American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston; Liliana Rojas Flores; Martin Barr d/b/a Port City Structured Wiring; Keller Electric, LLC; John Toolin d/b/a John F. Toolin Heat and Air; Russell “Rusty” Hill d/b/a Rusty’s Heating & Air; and Warren Anderson], filed June 6, 2019;**R-132**
15. Consent Order of Dismissal with Prejudice as to Defendant Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc. Only, filed June 7, 2019;**R-144**
16. Order of Dismissal with Prejudice as to Certain Defendants [Creekside, Inc.; Mosely Concrete; Andersen Windows, Inc.; Complete Building Corporation; Eloy Alonzo Vasquez; Miracle Siding, LLC, Wilson Lucas Sales d/b/a Miracle Siding, LLC; and Stanley’s Vinyl Fence Designs], filed June 7, 2019;**R-157**
17. Consent Order for Production of Confidential Settlement Agreements, filed June 7, 2019; ..**R-161**
18. Form 4 Order regarding post-trial motions, filed July 23, 2019;.....**R-166**
19. Order Denying Tri-County Roofing, Inc.’s Motion to Reconsider, filed September 25, 2019;**R-168**
20. Tri-County Roofing, Inc.’s Notice of Appeal – filed with the S.C. Court of Appeals on October 14, 2019; filed with the Charleston County Clerk of Court on October 21, 2019;.....**R-174**

Pleadings and Related Matters

21. Summons & Complaint, filed Feb. 13, 2015;.....**R-201**
22. [Tri-County Roofing, Inc.’s] Answer to Plaintiffs’ Complaint and Third-Party Complaint, and Third-Party Summons, filed April 22, 2015;.....**R-223**
23. Answer [by Victor Apat, *pro se*, and on behalf of Defendant Complete Building Corporation only], filed April 27, 2015;.....**R-243**
24. Defendant Complete Building Corporation, Inc.’s Answer and Crossclaims, filed July 22, 2015;.....**R-253**
25. Tri-County Roofing, Inc.’s Answer to Complete Building Corporation, Inc.’s Crossclaims, filed August 5, 2015;.....**R-263**
26. Amended Summons and Plaintiffs’ Amended Complaint (with exhibits A, B, and C), filed November 4, 2016;.....**R-275**
27. [Tri-County Roofing, Inc.’s] Answer to Plaintiffs’ Amended Complaint and Renewed Third-Party Complaint, filed November 23, 2016;.....**R-342**

28. Complete Building Corporation’s Answer to Amended Complaint and Crossclaims, filed Nov. 29, 2016;**R-360**
29. [Tri-County Roofing, Inc.’s] Answer to Complete Building Corporation’s Answer to Amended Complaint and Crossclaims, filed Dec. 16. 2016;.....**R-372**
30. Second Amended Summons and Plaintiffs’ Second Amended Complaint, filed Nov. 2, 2017;**R-387**
31. Novus Architects, Inc. f/k/a SGM Architects, Inc.’s Answer to Plaintiffs’ Second Amended Complaint and Cross-Claims, filed November 16, 2017;**R-409**
32. Tri-County Roofing, Inc.’s Answer to Plaintiffs’ Second Amended Complaint and Cross-Claims Against Cornerstone Construction and Mark Mallow d/b/a Cornerstone Construction, Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC, Mark Palpoint a/k/a Micah Palpoint, Eloy Alonzo Vasquez, and Chris a/k/a John Doe 61, filed Nov. 17, 2017;..**R-426**
33. Tri-County Roofing, Inc.’s Answer to Novus Architects, Inc. f/k/a SGM Architects, Inc.’s Cross-Claims asserted in Response to Plaintiffs’ Second Amended Complaint – filed December 1, 2017;**R-447**
34. Complete Building Corporation, Inc.’s Answer to Second Amended Complaint and Crossclaims, filed December 11, 2017;.....**R-457**
35. Tri-County Roofing, Inc.’s Answer to Cross-Claims of Complete Building Corporation, Inc. in Response to Plaintiffs’ Second Amended Complaint, filed April 18, 2018;.....**R-470**

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PALMETTO POINTE AT PEAS)
ISLAND CONDOMINIUM PROPERTY)
OWNERS ASSOCIATION, INC. AND)
ELIZABETH A. BUSHEY,)
INDIVIDUALLY, AND ON BEHALF)
OF ALL OTHERS SIMILARLY)
SITUATED,)

Plaintiffs,)

vs.)

ISLAND POINTE, LLC; LEONARD T.)
BROWNE; COMPLETE BUILDING)
CORPORATION; TRI-COUNTY)
ROOFING, INC.; CREEKSIDE, INC.;)
AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON; ANDERSEN)
WINDOWS, INC.; ATLANTIC)
BUILDING CONSTRUCTION)
SERVICES, INC. N/K/A ATLANTIC)
CONSTRUCTION SERVICES, INC.;)
CHRISTOPHER N. UNION; BUILDER)
SERVICES GROUP, INC. D/B/A GALE)
CONTRACTOR SERVICES; NOVUS)
ARCHITECTS, INC. F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND)
SONS, INC.; WC SERVICES, INC.; CRG)
ENGINEERING, INC.; CERTAINTEED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC. D/B/A CARPET)
BAGGERS; AND JOHN DOE 1-60,)

Defendants.)

TRI-COUNTY ROOFING, INC.)

Third-Party Plaintiff,)

vs.)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO. 2015-CP-10-0955

FILED
2011 AUG -2 PM 4:40
JULIE J. ARMSTRONG
CLERK OF COURT
BY R

**DISMISSAL OF CLAIMS AGAINST
CHRISTOPHER N. UNION AND
LEONARD T. BROWNE
WITHOUT PREJUDICE AND
TOLLING AGREEMENT**

CORNERSTONE CONSTRUCTION)
AND MARK MALLOY D/B/A)
CORNERSTONE CONSTRUCTION;)
GUTTER WORKS, INC.; MR. GUTTER;)
LITCHFIELD SEAMLESS GUTTERS;)
MIRACLE SIDING, LLC AND WILSON)
LUCAS SALES D/B/A MIRACLE)
SIDING, LLC; MARK PALPOINT)
A/K/A MICAH PALPOINT; ELROY)
ALONZO VAZQUEZ; AND CHRIS)
A/K/A JOHN DOE 61)

Third-Party Defendants.)

COMPLETE BUILDING)
CORPORATION, INC.,)

Third-Party Plaintiff,)

VS.)

ALDERMAN CONSTRUCTION;)
STANLEY'S VINYL FENCE DESIGNS,)
COHEN'S DRYWALL, AND MOSELY)
CONCRETE,)

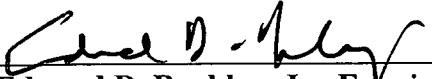
Third-Party Defendants.)

IT IS HEREBY AGREED and STIPULATED that the plaintiffs' claims against Leonard T. Browne and Christopher N. Union are hereby dismissed without prejudice. Nothing contained herein shall in any way limit, reduce or affect plaintiffs' claims against any of the remaining defendants in this case.

The Plaintiffs agree and stipulate that in the event the claims against Christopher N. Union and Leonard T. Browne are not reinstated and in the event the Plaintiffs obtain judgment against Island Pointe, LLC, they will not seek to enforce or collect any portion of that judgment against Christopher N. Union or Leonard T. Browne.

IT IS FURTHER AGREED and STIPULATED that the statutes of limitations and of repose shall be tolled until sixty days after this action is concluded through entry of a dismissal with prejudice or entry of a final, non-appealable judgment.

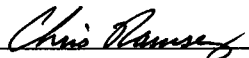
AGREED and STIPULATED:


Edward D. Buckley, Jr., Esquire
Young Clement Rivers, LLP
P.O. Box 993
25 Calhoun Street, Suite 400
Charleston, SC 29402
ebuckley@ycrlaw.com

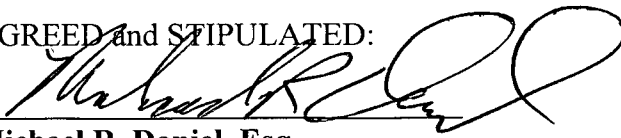
- and -

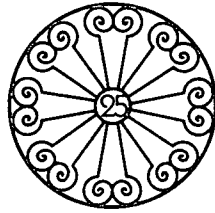
Justin O'Toole Lucey, Esq.
Stephanie D. Drawdy, Esq.
Justin O'Toole Lucey, P.A.
415 Mill Street
Mount Pleasant, SC 29464
jlucey@lucey-law.com
ATTORNEYS FOR PLAINTIFFS

AGREED and STIPULATED:


Christopher M. Ramsey, Esq.
Bostic Law Group, P.A.
2236 Ashley Crossing Drive
Charleston, South Carolina 29414
cramsey@bosticlaw.com
ATTORNEYS FOR CHRISTOPHER N. UNION
And ISLAND POINTE, LLC

AGREED and STIPULATED:


Michael R. Daniel, Esq.
336 Cardinal Rd
Elloree, SC 29047
mdaniel@daniellawfirm.net
ATTORNEYS FOR LEONARD T. BROWNE



YCR LAW

Amanda K. DeMato
Legal Assistant

Direct Dial: (843) 720-5418
Direct Fax: (843) 579-1345
E-mail: ademato@ycrlaw.com

August 2, 2017

HAND DELIVERY

Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc.,
et al. v. Island Pointe, LLC, et al.
Case No.: 2015-CP-10-0955
YCR File: 15491-20150066

Dear Ms. Armstrong:

Enclosed please find an original and two (2) copies of the Dismissal of Claims Against Christopher N. Union and Leonard T. Browne Without Prejudice and Tolling Agreement in the above-referenced matter. Please file the original and return the file-stamped copies to me.

If you have any questions please do not hesitate to contact me.

With kindest regards, I am

Sincerely,

YOUNG CLEMENT RIVERS, LLP

Amanda K. DeMato
Legal Assistant

AKD/akd

Enclosure(s)

cc: Suzanne E. Deters, Esquire, Ethridge Law Group, LLC
Heather Chiovaro, Esquire, Womble Carlyle Sandridge & Rice, LLP
Stephanie G. Brown, Esquire, Wall Templeton & Haldrup, P.A.
R. Michael Ethridge, Esquire, Ethridge Law Group, LLC
Brandon T. Reeser, Esquire, Wilson & Heyward, LLC
Christopher Ramsey, Esq., Bostic Law Firm, PA
F. Cordes Ford, IV, Esquire, Womble Carlyle Sandridge & Rice, LLP
W. Duffie Powers, Esquire, Gallivan, White & Boyd, P.A.
Michael Wright, Esquire, Robertson & Hollingsworth
Batten Farrar, Esquire, Gallivan, White & Boyd, P.A.
Graham P. Powell, Esquire, Wall Templeton & Haldrup, P.A.
Adam Ribock, Esquire, McAngus Goudelock & Courie LLC
Dunn D. Hollingsworth, Robertson Hollingsworth Manos & Rahn, LLC
Joseph S. McCue, Esquire, Collins & Lacy, P.C.
G. Troy Thames, Esquire, Wilson Jones Carter & Baxley, PA
Carter Massingill, Esquire, Gallivan, White & Boyd, P.A.
Katon E. Dawson, Jr, Esquire, Parker Poe Adams & Bernstein, LLP
Robert M. Peele, Esquire, Murphy & Grantland, PA
James L. Werner, Esquire, Parker Poe Adams & Bernstein, LLP
Alex Joyner, Esquire, Wilkes Law Firm, P.A.
Michael B.T. Wilkes, Esquire, Wilkes Law Firm P.A.
Andrew N. Cole, Esquire, Collins & Lacy, P.C.
Christopher Adams, Esquire, Collins & Lacy, P.C.
O. Carlisle Edwards, Jr., Esquire, McAngus Goudelock & Courie LLC
Michael R. Daniel, Esquire, Daniel Law Firm
Justin O. Lucey, Esquire, Justin O'Toole Lucey, P.A.
S. Markey Stubbs, Esquire, Baker, Ravenel & Bender, L.L.P.
James A. Atkins, Esquire, Clawson & Staubes, LLC
Brent M. Boyd, Esquire, Murphy & Grantland, PA
David S. Cobb, Esquire, Turner Padgett Graham & Laney, P.A.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,
LLC AND D/B/AH AND A FRAMING, LLC,

) IN THE COURT OF COMMON PLEAS

)

) NINTH JUDICIAL CIRCUIT

) CASE NO. 2015-CP-10-0955

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

FILED
2018 JAN 24 PM 1:23
JULIE J. ARMSTRONG
CLERK OF COURT

**PLAINTIFFS' NOTICE OF
VOLUNTARY DISMISSAL OF
DEFENDANT CRG ENGINEERING,
INC. WITHOUT PREDJUDICE**

H&A CONSTRUCTION, AND HAND A)
CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)

COMPLETE BUILDING CORPORATION,)
INC.,)

Third-Party Plaintiff,)

VS.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.,)

Third-Party Plaintiff,)

VS.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

AMERICAN RESIDENTIAL SERVICES, LLC,)

Third-Party Plaintiff,)

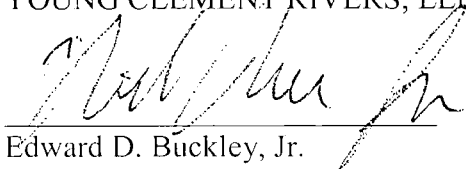
VS.)

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.)

COMES NOW Plaintiffs, above named, and pursuant to SCRCP, Rule 41(a)(1), notices the voluntary dismissal of Defendant CRG Engineering, Inc. without prejudice from the above-entitled action. The foregoing action is a matter of right as Defendant CRG Engineering, Inc. has not filed an Answer or Motion for Summary Judgment.

Respectfully submitted this 24th day of January, 2018

BY: 
Edward D. Buckley, Jr.
YOUNG CLEMENT RIVERS, LLP
P.O. Box 993
Charleston, SC 29402
(843) 724-5446

-and-

Justin Lucey, Esquire
Stephanie Drawdy, Esquire
JUSTIN O'TOOLE LUCEY, P.A.
415 Mill Street
Post Office Box 806
Mount Pleasant, S.C. 29465-0806
Phone: (843) 849-8400
Fax: (843) 849-8406

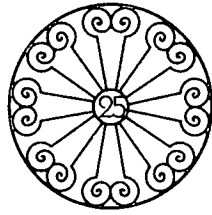
Attorneys for the Plaintiffs

Charleston, South Carolina

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing pleading was emailed to all counsel of record in this proceeding this 24th day of January, 2018.





YCR LAW

Amanda K. DeMato
Legal Assistant

Direct Dial: (843) 720-5418
Direct Fax: (843) 579-1345
E-mail: ademato@ycrlaw.com

January 24, 2018

VIA HAND DELIVERY

Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc.
and Elizabeth A. Bushey, Individually, and on behalf of all others similarly
situated v. Island Pointe, LLC, et al.
Case No.: 2015-CP-10-0955
YCR File: 15491-20150066

Dear Ms. Armstrong:

Enclosed please find an original and two (2) copies of Plaintiffs' Notice of Voluntary Dismissal of Defendant CRG Engineering, Inc. without Prejudice in the above-referenced matter. Please file the original and return the file-stamped copies to me.

If you have any questions please do not hesitate to contact me.

With kindest regards, I am

Sincerely,

YOUNG CLEMENT RIVERS, LLP

Amanda K. DeMato
Legal Assistant

AKD/akd
Enclosure(s)
cc: All Counsel of Record (via email)

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON) THE NINTH JUDICIAL CIRCUIT
)
PALMETTO POINTE AS PEAS ISLAND) C/A NO.: 2015-CP-10-0955
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC., AND ELIZABETH A.)
BUSHEY, INDIVIDUALLY, AND ON)
BEHALF OF ALL OTHERS SIMILARLY)
SITUATED,)

Plaintiffs,)

vs.)

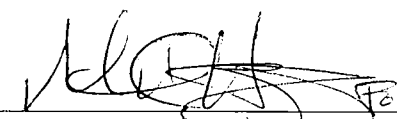
ISLAND POINTE, LLC; COMPLETE) **STIPUILLATION OF DISMISSAL WITH**
BUILDING CORPORATION; TRI-COUNTY) **PREJUDICE OF DEFENDANT**
ROOFING, INC.; CREEKSIDE, INC.;) **CORNERSTONE CONSTRUCTION**
AMERICAN RESIDENTIAL SERVICES, LLC) **AND MARK MALLORY D/B/A**
D/B/A ARS/RESCUE ROOTER) **CORNERSTONE CONSTRUCTION**
CHARLESTON; ANDERSEN WINDOWS,) **ONLY**
INC.; ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC. N/K/A) **(DOES NOT END THE CASE)**
ATLANTIC CONSTRUCTION SERVICES,)
INC.; BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR SERVICES;)
NOVUS ARCHITECTS, INC. F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND SONS,)
INC.; WC SERVICES, INC., CRG)
ENGINEERING, INC.; CERTAINTED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC. D/B/A CARPET)
BAGGERS; CORNERSTONE)
CONSTRUCTION; MIRACLE SIDING, LLC)
AND WILSON LUCAS SALES D/B/A)
MIRACLE SIDING, LLC; MARK PALPOINT)
A/K/A/ MICAH PALPOINT; ELROY)
ALONZO VASQUEZ; CHRIS A/K/A JOHN)
DOE 61; ALDERMAN CONSTRUCTION;)
STANLEY'S VINYL FENCE DESIGNS;)
COHEN'S DRYWALL COMPANY, INC.;)
MOSLEY CONCRETE; HAND A FRAMING)
CONSTRUCTION, LLC A/K/A H&A)
FRAMING CONSTRUCTION, LLC AND)
D/B/A H AND A FRAMING, LLC, H&A)
CONSTRUCTION, AND HAND A)
CONSTRUCTION; JMC CONSTRUCTION,)

INC.; JMC CONSTRUCTION, LLC; JOHN	)
DOE 1-15,	)
	)
Defendants.	)
	)
COMPLETE BUILDING CORPORATION,	)
INC.,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
LEONARD T. BROWNE AND	)
CHRISTOPHER N. UNION,	)
	)
Third-Party Defendants.	)
	)
CREEKSIDE, INC.,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
CHRISTOPHER N. UNION,	)
	)
Third-Party Defendant.	)
	)
AMERICAN RESIDENTIAL SERVICES,	)
LLC,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
VICTOR HUGO HERNANDEZ;	)
HERNANDEZ ELECTRIC, LLC; LILIANA	)
ROJOAS FLORES; MARTIN BARR D/B/A	)
PORT CITY STRUCTURED WIRING;	)
KELLER ELECTRIC, LLC; JOHN TOOLIN	)
D/B/A JOHN F. TOOLIN HEAT AND AIR;	)
RUSSELL "RUSTY" HILL D/B/A RUSTY'S	)
HEATING & AIR; and WARREN	)
ANDERSON,	)
	)
Third-Party Defendants.	)

Pursuant to SCRCP 41(a)(1) of the South Carolina Rules of Civil Procedure, all parties to this action hereby stipulate to the dismissal with prejudice of all claims, crossclaims, and third-party claims which were or may have been brought in this action against Defendant Cornerstone Construction and Mark Mallory d/b/a Cornerstone Construction, with each party to bear its own costs, expenses and attorneys' fees.

SIGNATURE PAGES TO FOLLOW

WE SO STIPULATE:

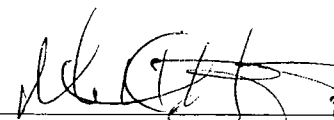


For SED w/permission

Edward D. Buckley, Jr., Esq.
Young Clement Rivers, LLP
P.O. Box 993
25 Calhoun Street, Suite 400
Charleston, SC 29402

Justin O'Toole Lucey, Esq.
Stephanie D. Drawdy, Esq.
Joshua F. Evans, Esq.
Justin O'Toole Lucey, P.A.
415 Mill Street
Mount Pleasant, SC 29464

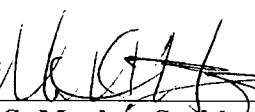
Counsel for Plaintiffs



For SED w/permission

F. Cordes Ford, IV, Esq.
Heather Chiovaro, Esq.
Womble Bond Dickinson (US) LLP
5 Exchange St.
P.O. Box 999
Charleston, SC 29402

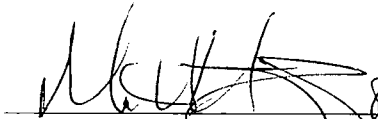
*Counsel for American Residential
Services, LLC
d/b/a ARS Rescue Rooter Charleston*



For SED w/permission

S. Markey Stubbs, Esq.
Baker, Ravenel & Bender, LLP
P.O. Box 8057
Columbia, SC 29202-8057

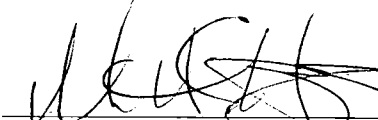
Counsel for Creekside, Inc.



For SED

Suzanne E. Deters, Esq.
R. Michael Ethridge, Esq.
Ethridge Law Group, LLC
P.O. Box 20969
Charleston, SC 29413

*Counsel for Defendant Cornerstone
Construction and Mark Malloy d/b/a
Cornerstone Construction
Liliana Rojas Flores*

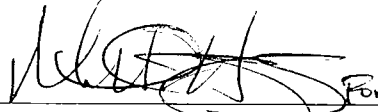


For SED w/permission

David S. Cobb, Esq.
Turner Padgett Graham & Laney, P.A.
P.O. Box 22129
Charleston, SC 29413-2129

Everett A. Kendall, II, Esq.
Richard McLawhorn, Esq.
Sweeny, Wingate & Barrow, P.A.
PO Box 12129
Columbia, SC 29211

Counsel for Complete Building Corporation



For SED w/permission

Andrew N. Cole, Esq.
Christopher M. Adams, Esq.
P.O. Box 12487
Columbia, SC 29211

Counsel for Tri County Roofing, Inc.



For SED w/permission

Bonum S. Wilson, III, Esq.

Brandon T. Reeser, Esq.

Wilson & Heyward, LLC

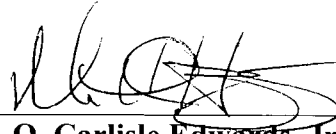
P.O. Box 13177

Charleston, SC 29422

Counsel for Eloy Alonzo Vasquez

Miracle Siding LLC

*Wilson Lucas Sales d/b/a Miracle Siding,
LLC*



For SED w/permission

O. Carlisle Edwards, Jr., Esq.

McAngus Goudelock and Courie, LLC

735 Johnnie Dodds Blvd., Suite 200

Mt. Pleasant, SC 29465

Counsel for Cohen's Drywall



For SED w/permission

Adam Ribock, Esq.

R. Trippett Boineau, III, Esq.

McAngus Goudelock and Courie, LLC

PO Box 12519

Columbia, SC 29211-2519

Counsel for Alderman Construction



For SED w/permission

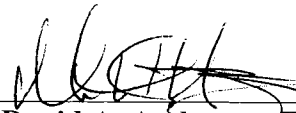
Troy Thames, Esq.

Willson Jones Carter & Baxley, P.A.

421 Wando Park Boulevard, Suite 100

Mount Pleasant, SC 29464

Counsel for Stanley's Vinyl Fence Designs



For SED w/permission

David A. Anderson, Esq.

Jasmine Wyman, Esq.

Richardson, Plowden & Robinson, P.A.

P.O. Drawer 7788

Columbia, SC 29202

Counsel for Mosley Concrete



For SED w/permission

Graham P. Powell, Esq.

Stephanie Brown, Esq.

John Dodds, Esq.

Wall Templeton & Haldrup, P.A

145 King Street, Suite 300 (29401)

Post Office Box 1200

Charleston, South Carolina 29402

Counsel for Andersen Windows, Inc.

 For SED w/permission

Michael E. Wright, Esq.

Dunn Hollingsworth, Esq.

Robertson Hollingsworth Manos
& Rahn, LLC

550 King Street, Suite 300
Charleston, SC 29403

James H. Elliott, Jr., Esq.

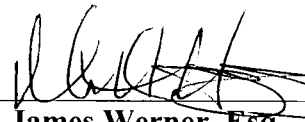
F. Heyward Grimball, Esq.

Richardson, Plowden & Robinson, P.A.
P.O. Box 21203
Charleston, SC 29413

Counsel for Atlantic Building

Construction Services, Inc.

a/k/a Atlantic Construction Services, Inc.

 For SED w/permission

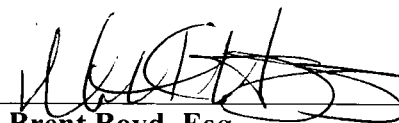
James Werner, Esq.

Katon Dawson, Jr., Esq.

John G. Tamasitis, Esq.

Parker Poe
1221 Main Street, Suite 1100
Columbia, SC 29201

Counsel for CertainTeed Corporation

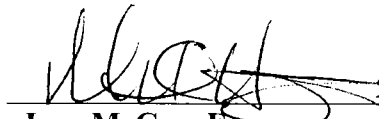
 For SED w/permission

Brent Boyd, Esq.

Robert M. Peele, Esq.

Murphy & Grantland, P.A.
Post Office Box 6648
Columbia, SC 29260

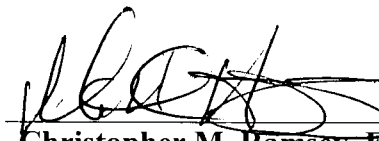
*Counsel for Kelley Flooring Products,
Inc. d/b/a
Carpet Baggers*

 For SED w/permission

Joey McCue, Esq.

Collins & Lacy, P.C.
1330 Lady St., 6th Floor
Columbia, SC 29201

*Counsel for Builder Services Group, Inc.
d/b/a Gale Contractor Services*

 For SED w/permission

Christopher M. Ramsey, Esq.

Bostic Law Group, P.A.
2236 Ashley Crossing Drive
Charleston, South Carolina 29414

*Counsel for Christopher N. Union and Island
Pointe, LLC*

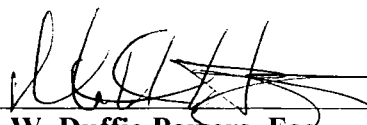
 For SED w/permission

Michael B. T. Wilkes, Esq.

Alex Joyner, Esq.

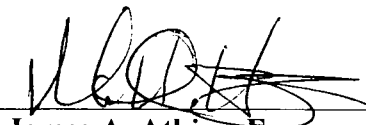
Wilkes Law Firm, P.A.
200 Meeting Street, Suite 205
Charleston, SC 29401

*Counsel for Novus Architects, Inc., F/K/A
SGM Architects, Inc.*

 For SED w/ permission

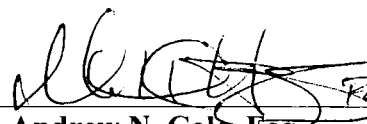
W. Duffie Powers, Esq.
R. Batten Farrar, Esq.
Carter Massingill, Esq.
Gallivan, White & Boyd, P.A.
P.O. Box 10589
Greenville, SC 29603

Counsel for Tallent and Sons, Inc.

 For SED w/ permission

James A. Atkins, Esq.
Clawson & Staubes
126 Seven Farms Drive, Suite 200
Charleston SC, 29492-8144

Counsel for WC Services, Inc.

 For SED w/ permission

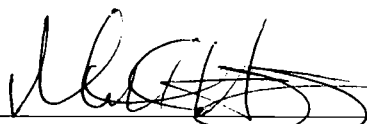
Andrew N. Cole, Esq.
P.O. Box 12487
Columbia, SC 29211

*Counsel for JMC Construction, Inc. and
JMC Construction, LLC*

 For SED w/ permission

Kevin M. O'Brien, Esq.
Phelps Dunbar, LLP
4140 ParkLake Avenue, Suite 100
Raleigh, North Carolina 27612

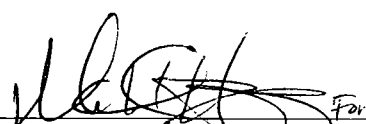
*Counsel for Hand A Framing Construction,
LLC
a/k/a H&A Framing Construction, LLC and
d/b/a H And A Framing, LLC, H&A
Construction, and Hand A
Construction*

 For SED w/ permission

Shanna M. Stephens, Esq.
Jonathan L. Anderson, Esq.
Anderson Reynolds & Stephens, LLC
37 ½ Broad Street
P.O. Box 87
Charleston, SC 29401

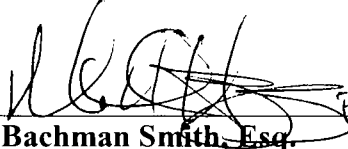
James H. Elliott, Jr., Esq.
Megan White, Esq.
Richardson, Plowden & Robinson, PA
P.O. Box 21203
Charleston, SC 29413

Counsel for Keller Electric, LLC

 For SED w/ permission

Ian Ford, Esq.
Hunter James, Esq.
Ford Wallace Thomson LLC
715 King Street
Charleston, SC 29403

*Counsel for John Toolin d/b/a John F. Toolin
Heat and Air*

 For SED w/ permission

Bachman Smith, Esq.

Haynsworth Sinkler Boyd P.A.

134 Meeting Street, 3rd Floor

Charleston, SC 29401

*Counsel for Russell "Rusty" Hill d/b/a
Rusty's Heating & Air*

Linda Hambleton

From: Josh Evans <jevans@lucey-law.com>
Sent: Wednesday, May 23, 2018 10:33 AM
To: Suzanne Deters; Laura Knight; Justin Lucey; Stephanie Drawdy; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; cgwyn@brblegal.com; dcobb@turnerpadget.com; bboyd@murphygrantland.com; bporter@murphygrantland.com; preconnu@murphygrantland.com; Mike Ethridge; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; hhagen@turnerpadget.com; wmccravy@wilsonheyward.com; rpeelee@murphygrantland.com; trippett.boineau@mgclaw.com; mrutland@mgclaw.com; cedwards@mgclaw.com; Adam.ribock@mgclaw.com; cramsey@bosticlaw.com; Graham.Powell@WallTempleton.com; Sandra.Schultz@WallTempleton.com; jmccue@collinsandlacy.com; mwilkes@wilkeslaw.com; ajoyner@wilkeslaw.com; katondawson@parkerpoe.com; jimwerner@parkerpoe.com; barbaragzik@parkerpoe.com; stephanie.brown@WallTempleton.com; sherrieellison@parkerpoe.com; mew@roblaw.net; JAtkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; shatch@clawsonandstaubes.com; dpowers@gwblawfirm.com; bfarrar@gwblawfirm.com; dbange@gwblawfirm.com; shatch@clawsonandstaubes.com; tthames@wjlaw.net; rhutto@wjlaw.net; slbrock@wjlaw.net; tjefferson@collinsandlacy.com; cmassingill@gwblawfirm.com; acamp@wilkeslaw.com; johntamasitis@parkerpoe.com; EAK@swblaw.com; John.Dodds@WallTempleton.com; danderson@richardsonplowden.com; CLindler@RichardsonPlowden.com; rem@swblaw.com; prt@swblaw.com; dvy@swblaw.com; eboyd@collinsandlacy.com; rcampbell@collinsandlacy.com; chowes@richardsonplowden.com; kevin.obrien@phelps.com; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; helliott@richardsonplowden.com; dwagner@richardsonplowden.com; Cordes.Ford@wbd-us.com; Heather.Chiovaro@wbd-us.com; Catherine.Anderson@wbd-us.com; leonardtbrowne@gmail.com; Stacey.Monaco@mgclaw.com; Sandie@FordWallace.com; lan.Ford@Fordwallace.com; Hunter.James@Fordwallace.com; sstephens@arslawsc.com; landerson@arslawsc.com; lphillips@arslawsc.com; JWyman@RichardsonPlowden.com; bsmithiv@hsblawfirm.com; mmood@hsblawfirm.com; MWhite@RichardsonPlowden.com; jenni.newbanks@mgclaw.com; Linda Hambleton
Cc: Linda Hambleton
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

You may sign for Plaintiffs. Thanks

Joshua F. Evans
843-849-7220

From: Suzanne Deters <sdeters@ethridgelawgroup.com>
Sent: Wednesday, May 23, 2018 9:52 AM
To: Laura Knight <lknight@lucey-law.com>; Justin Lucey <jlucey@lucey-law.com>; Stephanie Drawdy <sdrawdy@lucey-law.com>; Josh Evans <jevans@lucey-law.com>; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; cgwyn@brblegal.com; dcobb@turnerpadget.com; bboyd@murphygrantland.com; bporter@murphygrantland.com; preconnu@murphygrantland.com; Mike Ethridge <methridge@ethridgelawgroup.com>; bwilson@wilsonheyward.com;

Linda Hambleton

From: Linda Hambleton
Sent: Tuesday, June 19, 2018 12:47 PM
To: Linda Hambleton
Subject: FW: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction
Attachments: Stipulation of Dismissal (Cornerstone).doc

From: Suzanne Deters
Sent: Thursday, May 24, 2018 4:01 PM
To:

From: "Chiovaro, Heather" <Heather.Chiovaro@wbd-us.com>
Date: May 24, 2018 at 3:55:31 PM EDT
To: Suzanne Deters <sdeters@ethridgelawgroup.com>
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Suzanne, you may sign on my behalf for ARS.
Heather

Heather Chiovaro
Attorney at Law
Womble Bond Dickinson (US) LLP

d: 843-720-4630
e: Heather.Chiovaro@wbd-us.com

5 Exchange Street
PO Box 999 (29402)
Charleston, SC 29401

Linda Hambleton

From: Rett Kendall <EAK@swblaw.com>
Sent: Wednesday, May 30, 2018 2:24 PM
To: Linda Hambleton; dcobb@turnerpadget.com; Richard E. McLawhorn
Cc: Paul R. Talbot, Jr.; hhagen@turnerpadget.com; Danyelle V. Young; Suzanne Deters
Subject: RE: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

You have my permission. That that was already given. Sorry.

Rett



Everett A. Kendall, II | *Member*
Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T ■ 803-256-2233
F ■ 803-256-9177

[Web](#) | [Bio](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

From: Linda Hambleton <LHambleton@ethridgelawgroup.com>
Sent: Wednesday, May 30, 2018 1:55 PM
To: dcobb@turnerpadget.com; Rett Kendall <EAK@swblaw.com>; Richard E. McLawhorn <rem@swblaw.com>
Cc: Paul R. Talbot, Jr. <prrt@swblaw.com>; hhagen@turnerpadget.com; Danyelle V. Young <dvy@swblaw.com>; Linda Hambleton <LHambleton@ethridgelawgroup.com>; Suzanne Deters <sdeters@ethridgelawgroup.com>
Subject: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

Counsel,

This email is a friendly nudge for response regarding the email Suzanne Deters sent May 23. As you know, Cornerstone Construction and Mark Mallory have settled. Attached is a copy of the Stipulation of Dismissal for these two Defendants. Please respond just to me or Suzanne Deters with your permission to Ethridge Law Group to sign on your behalf so we can get this filed. Also, please let me know if any changes need to be made to your signature block.

Kindest regards,
Linda

Linda Hambleton, Paralegal

Linda Hambleton

From: Suzanne Deters
Sent: Wednesday, May 23, 2018 11:50 AM
To: Linda Hambleton
Subject: FW: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Suzanne E. Deters
Attorney | (843) 614-0152



Paralegal: Linda Hambleton | lhambleton@ethridgelawgroup.com

From: Stubbs, Markey [<mailto:mstubbs@brblegal.com>]
Sent: Wednesday, May 23, 2018 11:50 AM
To: Suzanne Deters <sdeters@ethridgelawgroup.com>
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

You may sign for me

S. Markey Stubbs
D: (803) 343-3864
O: (803) 799-9091
mstubbs@brblegal.com



BAKER RAVENEL BENDER
ATTORNEYS AT LAW

www.brblegal.com
mail. p.o. box 8057, columbia, sc 29202
phone. 803.799.9091 | fax. 803.779.3423

NOTICE OF CONFIDENTIALITY

This e-mail and its attachments (if any) are intended solely for the use of the addressee hereof. In addition, this message and the attachments (if any) may contain information that is confidential, privileged and exempt from disclosure under applicable law. If you are not the intended recipient of this message, you are prohibited from reading, disclosing, reproducing, distributing, disseminating or otherwise using this transmission. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by reply e-mail and immediately delete this message from your system.

From: Suzanne Deters [<mailto:sdeters@ethridgelawgroup.com>]
Sent: Wednesday, May 23, 2018 9:52 AM
To: lknight@lucey-law.com; jlucey@lucey-law.com; sdrawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; Stubbs, Markey; Gwyn, Cathy; dcobb@turnerpadget.com; bboyd@murphygrantland.com; bporter@murphygrantland.com; preconnu@murphygrantland.com; Mike Ethridge; bwilson@wilsonheyward.com; breeser@wilsonheyward.com;

WE SO STIPULATE:

Edward D. Buckley, Jr., Esq.
Young Clement Rivers, LLP
P.O. Box 993
25 Calhoun Street, Suite 400
Charleston, SC 29402

Justin O'Toole Lucey, Esq.
Stephanie D. Drawdy, Esq.
Joshua F. Evans, Esq.
Justin O'Toole Lucey, P.A.
415 Mill Street
Mount Pleasant, SC 29464

Counsel for Plaintiffs

F. Cordes Ford, IV, Esq.
Heather Chiovaro, Esq.
Womble Bond Dickinson (US) LLP
5 Exchange St.
P.O. Box 999
Charleston, SC 29402

*Counsel for American Residential
Services, LLC
d/b/a ARS Rescue Rooter Charleston*

S. Markey Stubbs, Esq.
Baker, Ravenel & Bender, LLP
P.O. Box 8057
Columbia, SC 29202-8057

Counsel for Creekside, Inc.

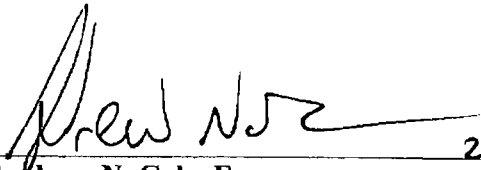
Suzanne E. Deters, Esq.
R. Michael Ethridge, Esq.
Ethridge Law Group, LLC
P.O. Box 20969
Charleston, SC 29413

*Counsel for Defendant Cornerstone
Construction and Mark Malloy d/b/a
Cornerstone Construction
Liliana Rojas Flores*

David S. Cobb, Esq.
Turner Padgett Graham & Laney, P.A.
P.O. Box 22129
Charleston, SC 29413-2129

Everett A. Kendall, II, Esq.
Richard McLawhorn, Esq.
Sweeny, Wingate & Barrow, P.A.
PO Box 12129
Columbia, SC 29211

Counsel for Complete Building Corporation


Andrew N. Cole, Esq.
Christopher M. Adams, Esq.
P.O. Box 12487
Columbia, SC 29211

Counsel for Tri County Roofing, Inc.

Linda Hambleton

From: Suzanne Deters
Sent: Wednesday, May 23, 2018 4:10 PM
To: Linda Hambleton
Subject: FW: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

From: Brandon Reeser [mailto:breeser@wilsonheyward.com]
Sent: Wednesday, May 23, 2018 3:40 PM
To: Suzanne Deters <sdeters@ethridgelawgroup.com>
Subject: Re: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Please sign for us, Suzanne.

Brandon T. Reeser
Wilson & Heyward, LLC
924 Folly Road (29412)
Post Office Box 13177 (29422)
Charleston, South Carolina
Phone: 843-762-4567
Fax: 843-762-2345
breeser@wilsonheyward.com

CONFIDENTIAL COMMUNICATIONThe information contained in this message may contain legally privileged and confidential information intended only for use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or duplication of this transmission is strictly prohibited. If you have received this communication in error, please notify us by telephone or email immediately and return the original message to us or destroy all printed and electronic copies. Nothing in this transmission is intended to be an electronic signature nor to constitute an agreement of any kind under applicable law unless otherwise expressly indicated. Intentional interception or dissemination of electronic mail not belonging to you may violate federal or state law.

IRS CIRCULAR 230 NOTICE Any federal tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending any transaction or matter addressed in this communication.

On Wed, May 23, 2018 at 9:51 AM, Suzanne Deters <sdeters@ethridgelawgroup.com> wrote:

Cornerstone Construction and Mark Mallory have settled. Attached is a copy of the Stipulation of Dismissal for these two Defendants. Please respond just to me with your permission to sign on your behalf so we can get this filed. Also, please let me know if any changes need to be made to your signature block.

Thanks,

Suzanne

Linda Hambleton

From: Carl Edwards <cedwards@mgclaw.com>
Sent: Wednesday, May 30, 2018 2:02 PM
To: Linda Hambleton
Cc: Stacey Monaco; Suzanne Deters
Subject: RE: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

Thank you for the friendly nudge. Suzanne may sign on my behalf.



Carl Edwards, Attorney
cedwards@mgclaw.com
735 Johnnie Dodds Blvd. Ste 200
Mt. Pleasant, SC 29464
Main: 843-576-2900 | **Direct:** 843-576-2949 | **Fax:** 843-534-0605
VCARD | BIO

This electronic mail may contain information that is confidential, attorney/client and/or work product privileged, prepared in anticipation of litigation and/or exempt from disclosure under applicable law. This transmission is intended solely for the individual or entity designated above. If you are not the intended recipient, you should understand that any distribution, copying, or use of the information is unauthorized and strictly prohibited. If you have received this electronic mail in error, please immediately notify the sender and destroy all copies which you may have of this communication!

Please consider the environment before printing this email.

From: Linda Hambleton [mailto:LHambleton@ethridgelawgroup.com]
Sent: Wednesday, May 30, 2018 1:59 PM
To: Carl Edwards
Cc: Stacey Monaco; Linda Hambleton; Suzanne Deters
Subject: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

Mr. Edwards,

This email is a friendly nudge for response regarding the email Suzanne Deters sent May 23. As you know, Cornerstone Construction and Mark Mallory have settled. Attached is a copy of the Stipulation of Dismissal for these two Defendants. Please respond just to me or Suzanne Deters with your permission to Ethridge Law Group to sign on your behalf so we can get this filed. Also, please let me know if any changes need to be made to your signature block.

Kindest regards,
Linda

Linda Hambleton, Paralegal



Linda Hambleton

From: Suzanne Deters
Sent: Wednesday, May 23, 2018 10:16 PM
To: Linda Hambleton
Subject: Fwd: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Sent from my iPhone

Begin forwarded message:

From: Adam Ribock <adam.ribock@mgclaw.com>
Date: May 23, 2018 at 9:56:00 PM EDT
To: 'Suzanne Deters' <sdeters@ethridgelawgroup.com>
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Hey Suzanne,

You may sign for Alderman Construction. Thanks!

Adam Ribock

From: Suzanne Deters [<mailto:sdeters@ethridgelawgroup.com>]
Sent: Wednesday, May 23, 2018 9:52 AM
To: lknight@lucey-law.com; jlucey@lucey-law.com; sdrawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; cgwyn@brblegal.com; dcobb@turnerpadget.com; bboyd@murphygrantland.com; bporter@murphygrantland.com; preconnu@murphygrantland.com; Mike Ethridge; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; hhagen@turnerpadget.com; wmccravy@wilsonheyward.com; rpeelee@murphygrantland.com; Trippett Boineau; Myra Rutland; Carl Edwards; Adam Ribock; cramsey@bosticlaw.com; Graham.Powell@WallTempleton.com; Sandra.Schultz@WallTempleton.com; jmccue@collinsandlacy.com; mwilkes@wilkeslaw.com; ajoyner@wilkeslaw.com; katondawson@parkerpoe.com; jimwerner@parkerpoe.com; barbaragzik@parkerpoe.com; stephanie.brown@WallTempleton.com; Suzanne Deters; sherrieellison@parkerpoe.com; mew@roblaw.net; JAtkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; shatch@clawsonandstaubes.com; dpowers@gwblawfirm.com; bfarrar@gwblawfirm.com; dbange@gwblawfirm.com; shatch@clawsonandstaubes.com; tthames@wjlaw.net; rhutto@wjlaw.net; slbrock@wjlaw.net; tjefferson@collinsandlacy.com; cmassingill@gwblawfirm.com; acamp@wilkeslaw.com; johntamasitis@parkerpoe.com; EAK@swblaw.com; John.Dodds@WallTempleton.com; danderson@richardsonplowden.com; CLindler@RichardsonPlowden.com; rem@swblaw.com; prrt@swblaw.com; dvy@swblaw.com; eboyd@collinsandlacy.com; rcampbell@collinsandlacy.com; chowes@richardsonplowden.com; kevin.obrien@phelps.com; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; helliott@richardsonplowden.com; dwagner@richardsonplowden.com; Cordes.Ford@wbd-us.com; Heather.Chiovaro@wbd-us.com; Catherine.Anderson@wbd-us.com; leonardtbrowne@gmail.com; Stacey Monaco; Sandie@FordWallace.com; Ian.Ford@Fordwallace.com; Hunter.James@Fordwallace.com; sstephens@arslawsc.com; landerson@arslawsc.com; lphillips@arslawsc.com; JWyman@RichardsonPlowden.com; bsmithiv@hsblawfirm.com; mmoody@hsblawfirm.com; MWhite@RichardsonPlowden.com; Jenni Newbanks; Linda Hambleton

Linda Hambleton

From: Troy Thames <tthames@wjlaw.net>
Sent: Tuesday, June 19, 2018 9:41 AM
To: Suzanne Deters; Renee' L. Hutto; Sandra L. Brock
Cc: Linda Hambleton
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Hey Suzanne, sorry I was on vacation last week and didn't check my email. Yes you may sign for me.

Troy



WILLSON JONES CARTER
& BAXLEY, P.A.

G. Troy Thames, Attorney
tthames@wjlaw.net
421 Wando Park Boulevard, Suite 100
Mount Pleasant, South Carolina 29464
Phone: (843) 284-0832
Fax: (843) 606-3300
wjclaw.com

This message may be protected by the attorney/client privilege, attorney work product or other privileges. If you received this message in error, please send a reply, delete the message immediately and do not forward this message to any other person.

From: Suzanne Deters [mailto:sdeters@ethridgelawgroup.com]
Sent: Wednesday, June 13, 2018 10:10 AM
To: Troy Thames <tthames@wjlaw.net>; Renee' L. Hutto <rlhutto@wjlaw.net>; Sandra L. Brock <slbrock@wjlaw.net>
Cc: Linda Hambleton <LHambleton@ethridgelawgroup.com>
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction
Importance: High

Hey Troy,

You're the last signature we're waiting on. Will you send me your permission to sign so we can get this filed? Please and thanks!

Suzanne

Suzanne E. Deters
Attorney | (843) 614-0152



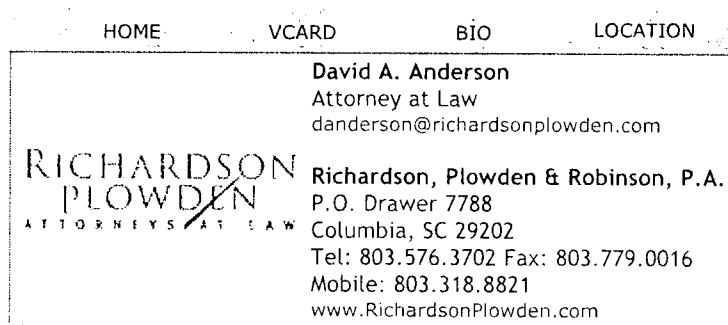
Paralegal: Linda Hambleton | lhambleton@ethridgelawgroup.com

Linda Hambleton

From: David Anderson <DAnderson@RichardsonPlowden.com>
Sent: Monday, June 11, 2018 4:17 PM
To: Linda Hambleton; Suzanne Deters
Cc: Carla Lindler
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Follow Up Flag: Follow up
Flag Status: Flagged

What was paid to get the resolution? You have my consent to the Stipulation of Dismissal and for you to sign on my behalf.



This email and any files transmitted with it are confidential and intended solely for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

From: Linda Hambleton [mailto:LHambleton@ethridgelawgroup.com]
Sent: Monday, June 11, 2018 3:54 PM
To: David Anderson; Carla Lindler
Cc: Linda Hambleton; Suzanne Deters
Subject: FW: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Mr. Plowden,

This email is a friendly nudge for response regarding the email Suzanne Deters sent May 23. As you know, Cornerstone Construction and Mark Mallory have settled. Attached is a copy of the Stipulation of Dismissal for these two Defendants. Please respond just to me or Suzanne Deters with your permission to Ethridge Law Group to sign on your behalf so we can get this filed. Also, please let me know if any changes need to be made to your signature block.

Kindest regards,
Linda

Linda Hambleton, Paralegal

Linda Hambleton

From: Suzanne Deters
Sent: Wednesday, May 23, 2018 10:21 AM
To: Linda Hambleton
Subject: FW: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

From: Graham P. Powell [mailto:Graham.Powell@WallTempleton.com]
Sent: Wednesday, May 23, 2018 10:21 AM
To: Suzanne Deters <sdeters@ethridgelawgroup.com>
Cc: Sandra Schultz <Sandra.Schultz@WallTempleton.com>; John Dodds <John.Dodds@WallTempleton.com>; Stephanie Brown <Stephanie.Brown@WallTempleton.com>
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

You have permission to sign for me for Andersen Windows. Thanks.

Graham P. Powell
Attorney

Telephone: (843) 329-9500
Facsimile: (843) 329-9501



Wall Templeton
ATTORNEYS

Wall Templeton & Haldrup, P.A.
145 King Street, Suite 300 (29401)
Post Office Box 1200
Charleston, South Carolina 29402
www.WallTempleton.com

CONFIDENTIAL & PRIVILEGED Unless otherwise indicated or obvious from the nature of this communication, the information contained herein is attorney-client privileged and confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify us by return e-mail and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

From: Suzanne Deters [mailto:sdeters@ethridgelawgroup.com]
Sent: Wednesday, May 23, 2018 9:52 AM
To: lknight@lucey-law.com; jlucey@lucey-law.com; sdrawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; cgwyn@brblegal.com; dcobb@turnerpadget.com; bboyd@murphygrantland.com; bporter@murphygrantland.com; preconnu@murphygrantland.com; Mike Ethridge <methridge@ethridgelawgroup.com>; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; hhagen@turnerpadget.com; wmccravy@wilsonheyward.com; rpeelee@murphygrantland.com; trippett.boineau@mgclaw.com; mrutland@mgclaw.com; cedwards@mgclaw.com; Adam.ribock@mgclaw.com; cramsey@bosticlaw.com; Graham P. Powell <Graham.Powell@WallTempleton.com>; Sandra Schultz <Sandra.Schultz@WallTempleton.com>; jmccue@collinsandlacy.com; mwilkes@wilkeslaw.com; ajoyner@wilkeslaw.com; katondawson@parkerpoe.com; jimwerner@parkerpoe.com; barbaragzik@parkerpoe.com; Stephanie Brown <Stephanie.Brown@WallTempleton.com>; Suzanne Deters <sdeters@ethridgelawgroup.com>; sherrieellison@parkerpoe.com; mew@roblaw.net; JAtkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com;

Linda Hambleton

From: Michael Wright <mew@roblaw.net>
Sent: Wednesday, May 23, 2018 1:55 PM
To: Suzanne Deters; lknight@lucey-law.com; jlucey@lucey-law.com; sdrawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; cgwyn@brblegal.com; dcobb@turnerpadget.com; bboyd@murphygrantland.com; bporter@murphygrantland.com; preconnu@murphygrantland.com; Mike Ethridge; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; hhagen@turnerpadget.com; wmccravy@wilsonheyward.com; rpeelee@murphygrantland.com; trippett.boineau@mgclaw.com; mrutland@mgclaw.com; cedwards@mgclaw.com; Adam.ribock@mgclaw.com; cramsey@bosticlaw.com; Graham.Powell@WallTempleton.com; Sandra.Schultz@WallTempleton.com; jmccue@collinsandlacy.com; mwilkes@wilkeslaw.com; ajoyner@wilkeslaw.com; katondawson@parkerpoe.com; jimwerner@parkerpoe.com; barbaragzik@parkerpoe.com; stephanie.brown@WallTempleton.com; sherrieellison@parkerpoe.com; JAtkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; shatch@clawsonandstaubes.com; dpowers@gwblawfirm.com; bfarrar@gwblawfirm.com; dbange@gwblawfirm.com; shatch@clawsonandstaubes.com; tthames@wjlaw.net; rlhutto@wjlaw.net; slbrock@wjlaw.net; tjefferson@collinsandlacy.com; cmassingill@gwblawfirm.com; acamp@wilkeslaw.com; johntamasitis@parkerpoe.com; EAK@swblaw.com; John.Dodds@WallTempleton.com; danderson@richardsonplowden.com; CLindler@RichardsonPlowden.com; rem@swblaw.com; prt@swblaw.com; dvy@swblaw.com; eboyd@collinsandlacy.com; rcampbell@collinsandlacy.com; chowes@richardsonplowden.com; kevin.obrien@phelps.com; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; hellriott@richardsonplowden.com; dwagner@richardsonplowden.com; Cordes.Ford@wbd-us.com; Heather.Chiovaro@wbd-us.com; Catherine.Anderson@wbd-us.com; leonardtbrowne@gmail.com; Stacey.Monaco@mgclaw.com; Sandie@FordWallace.com; Ian.Ford@Fordwallace.com; Hunter.James@Fordwallace.com; sstephens@arslawsc.com; landerson@arslawsc.com; lphillips@arslawsc.com; JWyman@RichardsonPlowden.com; bsmithiv@hsblawfirm.com; mmooddy@hsblawfirm.com; MWhite@RichardsonPlowden.com; jenni.newbanks@mgclaw.com; Linda Hambleton
Cc: Linda Hambleton
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Suzanne:

You may sign on my behalf as counsel for Atlantic.

With regards,

Michael E. Wright, Esq. - Partner
ROBERTSON HOLLINGSWORTH MANOS & RAHN, LLC
550 King Street, Suite 300
Charleston, SC 29403

Linda Hambleton

From: Suzanne Deters
Sent: Thursday, May 24, 2018 3:31 PM
To: Linda Hambleton
Subject: FW: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Suzanne E. Deters
Attorney | (843) 614-0152



Paralegal: Linda Hambleton | lhambleton@ethridgelawgroup.com

From: Joey McCue [mailto:jmccue@collinsandlacy.com]
Sent: Thursday, May 24, 2018 3:30 PM
To: Suzanne Deters <sdeters@ethridgelawgroup.com>
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Susan,
I consent and you can sign on my behalf.
Joey

From: Suzanne Deters [mailto:sdeters@ethridgelawgroup.com]
Sent: Wednesday, May 23, 2018 9:52 AM
To: lknight@lucey-law.com; jlucey@lucey-law.com; sdrawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; Andrew Cole <acole@collinsandlacy.com>; Christopher Adams <cadams@collinsandlacy.com>; mstubbs@brblegal.com; cgwyn@brblegal.com; dcobb@turnerpadget.com; bboyd@murphygrantland.com; bporter@murphygrantland.com; preconnu@murphygrantland.com; Mike Ethridge <methridge@ethridgelawgroup.com>; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; hhagen@turnerpadget.com; wmccravy@wilsonheyward.com; rpeelee@murphygrantland.com; trippett.boineau@mgclaw.com; mrutland@mgclaw.com; cedwards@mgclaw.com; Adam.ribock@mgclaw.com; cramsey@bosticlaw.com; Graham.Powell@WallTempleton.com; Sandra.Schultz@WallTempleton.com; Joey McCue <jmccue@collinsandlacy.com>; mwilkes@wilkeslaw.com; ajoyner@wilkeslaw.com; katondawson@parkerpoe.com; jimwerner@parkerpoe.com; barbaragzik@parkerpoe.com; stephanie.brown@WallTempleton.com; Suzanne Deters <sdeters@ethridgelawgroup.com>; sherrieellison@parkerpoe.com; mew@roblaw.net; JATkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; shatch@clawsonandstaubes.com; dpowers@gwblawfirm.com; bfarrar@gwblawfirm.com; dbange@gwblawfirm.com; shatch@clawsonandstaubes.com; tthames@wjlaw.net; rlhutto@wjlaw.net; slbrock@wjlaw.net; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; cmassingill@gwblawfirm.com; acamp@wilkeslaw.com; johntamasitis@parkerpoe.com; EAK@swblaw.com; John.Dodds@WallTempleton.com; danderson@richardsonplowden.com; CLindler@RichardsonPlowden.com; rem@swblaw.com; prt@swblaw.com; dvy@swblaw.com; Elaine M. Boyd <eboyd@collinsandlacy.com>; Richelle Campbell <rcampbell@collinsandlacy.com>; chowes@richardsonplowden.com; kevin.obrien@phelps.com; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; helliott@richardsonplowden.com; dwagner@richardsonplowden.com; Cordes.Ford@wbd-us.com;

Linda Hambleton

From: Tamasitis, John G. <johntamasitis@parkerpoe.com>
Sent: Wednesday, May 30, 2018 3:40 PM
To: Linda Hambleton; Dawson, Jr., Katon E.; Werner, James L.
Cc: Ellison, Sherrie R.; Gzik, Barbara A.; Suzanne Deters
Subject: RE: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

Linda,

CertainTeed does not object to the filing of the stipulation of dismissal.

Thank you and sorry for the delay,

John

John Tamasitis

Associate



1221 Main Street | Suite 1100 | Columbia, SC 29201
Office: 803.253.8923 | Mobile: 803.360.2970 | Fax: 803.255.8017 | [map](#)

Visit our website at
www.parkerpoe.com

From: Linda Hambleton [mailto:LHambleton@ethridgelawgroup.com]
Sent: Wednesday, May 30, 2018 2:02 PM
To: Dawson, Jr., Katon E.; Werner, James L.; Tamasitis, John G.
Cc: Ellison, Sherrie R.; Gzik, Barbara A.; Linda Hambleton; Suzanne Deters
Subject: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

Caution: External email

Counsel,

This email is a friendly nudge for response regarding the email Suzanne Deters sent May 23. As you know, Cornerstone Construction and Mark Mallory have settled. Attached is a copy of the Stipulation of Dismissal for these two Defendants. Please respond just to me or Suzanne Deters with your permission to Ethridge Law Group to sign on your behalf so we can get this filed. Also, please let me know if any changes need to be made to your signature block.

Kindest regards,
Linda

Linda Hambleton, Paralegal

Linda Hambleton

From: Chris Ramsey <cramsey@bosticlaw.com>
Sent: Wednesday, May 30, 2018 2:26 PM
To: Linda Hambleton
Cc: Suzanne Deters
Subject: Re: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

You can sign for me, thanks

Christopher M. Ramsey
The Bostic Law Group, P.A.
2236 Ashley Crossing Drive
Charleston, SC 29414
(843) 571-2525
Fax: (843) 571-7050
bosticlawgroup.com

From: Linda Hambleton <LHambleton@ethridgelawgroup.com>
Sent: Wednesday, May 30, 2018 2:03:34 PM
To: Chris Ramsey
Cc: Linda Hambleton; Suzanne Deters
Subject: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

Mr. Ramsey,

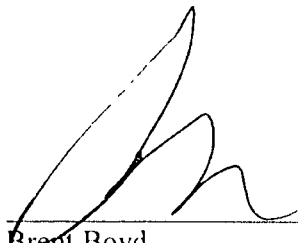
This email is a friendly nudge for response regarding the email Suzanne Deters sent May 23. As you know, Cornerstone Construction and Mark Mallory have settled. Attached is a copy of the Stipulation of Dismissal for these two Defendants. Please respond just to me or Suzanne Deters with your permission to Ethridge Law Group to sign on your behalf so we can get this filed. Also, please let me know if any changes need to be made to your signature block.

Kindest regards,
Linda

Linda Hambleton, Paralegal



dd: 843.834.0201 | lhambleton@ethridgelawgroup.com
P.O. Box 20969, Charleston, South Carolina 29413



Brent Boyd
Robert M. Peele
Murphy & Grantland, P.A.
Post Office Box 6648
Columbia, SC 29260
**Counsel for Kelley Flooring Products, Inc. d/b/a
Carpet Baggers**

Michael B. T. Wilkes
Alex Joyner
Wilkes Law Firm, P.A.
127 Dunbar Street, Suite 200
Spartanburg, SC 29306
Counsel for Novus Architects, Inc., F/K/A SGM Architects, Inc.

W. Duffie Powers
R. Batten Farrar
Carter Massingill
Gallivan, White & Boyd, P.A.
P.O. Box 10589
Greenville, SC 29603
Counsel for Tallent and Sons, Inc.

James A. Atkins
Clawson & Staubes
126 Seven Farms Drive, Suite 200
Charleston SC, 29492-8144
Counsel for WC Services, Inc.

Linda Hambleton

From: Suzanne Deters
Sent: Wednesday, May 23, 2018 1:28 PM
To: Linda Hambleton
Subject: Fwd: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

See below - Also will you make that change that he requested to his signature block on the SOD saved for cornerstone in our Dropbox file? Thanks!

Sent from my iPhone

Begin forwarded message:

From: Alex Joyner <AJoyner@wilkeslaw.com>
Date: May 23, 2018 at 1:18:55 PM EDT
To: Suzanne Deters <sdeters@ethridgelawgroup.com>
Cc: Mike Wilkes <MWilkes@wilkeslaw.com>, Amanda Camp <ACamp@wilkeslaw.com>
Subject: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

You may sign for Novus.
Since you asked, please use our Charleston address:
200 Meeting St., Suite 205
Charleston, SC 29401

J. Alexander Joyner

**WILKES
LAW FIRM P.A.**

843.737.6229 Charleston
864.591.2355 Spartanburg
864.266.7393 Mobile

200 Meeting St. | Ste 205 | Charleston, SC 29401
127 Dunbar St. | Ste 200 | Spartanburg, SC 29306

ajoyner@wilkeslaw.com
www.wilkeslaw.com

From: Suzanne Deters [<mailto:sdeters@ethridgelawgroup.com>]
Sent: Wednesday, May 23, 2018 9:52 AM
To: lknight@lucey-law.com; jlucey@lucey-law.com; sdawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; cgwyn@brblegal.com; dcobb@turnerpadget.com; bboyd@murphygrantland.com; bporter@murphygrantland.com; preconnu@murphygrantland.com; Mike Ethridge; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; hhagen@turnerpadget.com; wmccravy@wilsonheyward.com; rpeelee@murphygrantland.com; trippett.boineau@mgclaw.com; mrutland@mgclaw.com; cedwards@mgclaw.com; Adam.ribock@mgclaw.com; cramsey@bosticlaw.com; Graham.Powell@WallTempleton.com; Sandra.Schultz@WallTempleton.com; jmccue@collinsandlacy.com;

Linda Hambleton

From: Duffie Powers <dpowers@gwblawfirm.com>
Sent: Monday, June 4, 2018 10:39 AM
To: Linda Hambleton; Batten Farrar; Carter Massingill
Cc: Danielle Bange; Suzanne Deters
Subject: RE: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD [GWB-IMANMAIN.FID521429]

You can sign for us. Thanks.



W. Duffie Powers
Partner
dpowers@GWBlawfirm.com

Gallivan, White & Boyd P.A.
Office 55 Beattie Place | Suite 1200 | Greenville SC 29601
864 271 5430 Direct | 864 271 9580 Main | 864 271 7502 Fax

Mailing Post Office Box 10589 | Greenville SC 29603

vCard | BioURL | Website

This message is from the law firm Gallivan, White & Boyd, PA and may be a confidential and privileged legal communication to the named recipient(s). If you receive this message in error or are not the named recipient(s), please notify the sender and delete this email. Thank you.

From: Linda Hambleton [mailto:LHambleton@ethridgelawgroup.com]
Sent: Wednesday, May 30, 2018 2:05 PM
To: Duffie Powers; Batten Farrar; Carter Massingill
Cc: Danielle Bange; Linda Hambleton; Suzanne Deters
Subject: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

Counsel,

This email is a friendly nudge for response regarding the email Suzanne Deters sent May 23. As you know, Cornerstone Construction and Mark Mallory have settled. Attached is a copy of the Stipulation of Dismissal for these two Defendants. Please respond just to me or Suzanne Deters with your permission to Ethridge Law Group to sign on your behalf so we can get this filed. Also, please let me know if any changes need to be made to your signature block.

Kindest regards,
Linda

Linda Hambleton, Paralegal



Linda Hambleton

From: Jim Atkins <JAtkins@clawsonandstaubes.com>
Sent: Wednesday, May 30, 2018 2:52 PM
To: Linda Hambleton
Cc: Kellie Hunt; Shaun Hatch; Suzanne Deters
Subject: RE: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

You can sign for me.

From: Linda Hambleton [mailto:LHambleton@ethridgelawgroup.com]
Sent: Wednesday, May 30, 2018 2:06 PM
To: Jim Atkins <JAtkins@clawsonandstaubes.com>
Cc: Kellie Hunt <khunt@clawsonandstaubes.com>; Shaun Hatch <shatch@clawsonandstaubes.com>; Linda Hambleton <LHambleton@ethridgelawgroup.com>; Suzanne Deters <sdeters@ethridgelawgroup.com>
Subject: Palmetto Point v. Island Point - 2015-CP-10-0955 - SOD

Mr. Atkins,

This email is a friendly nudge for response regarding the email Suzanne Deters sent May 23. As you know, Cornerstone Construction and Mark Mallory have settled. Attached is a copy of the Stipulation of Dismissal for these two Defendants. Please respond just to me or Suzanne Deters with your permission to Ethridge Law Group to sign on your behalf so we can get this filed. Also, please let me know if any changes need to be made to your signature block.

Kindest regards,
Linda

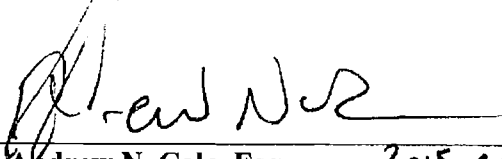
Linda Hambleton, Paralegal



dd: 843.834.0201 | lhambledon@ethridgelawgroup.com
P.O. Box 20969, Charleston, South Carolina 29413

W. Duffie Powers, Esq.
R. Batten Farrar, Esq.
Carter Massingill, Esq.
Gallivan, White & Boyd, P.A.
P.O. Box 10589
Greenville, SC 29603

Counsel for Tallent and Sons, Inc.



Andrew N. Cole, Esq. 201509-10-955
P.O. Box 12487 6-20-18
Columbia, SC 29211

*Counsel for JMC Construction, Inc. and
JMC Construction, LLC*

James A. Atkins, Esq.
Clawson & Staubes
126 Seven Farms Drive, Suite 200
Charleston SC, 29492-8144

Counsel for WC Services, Inc.

Kevin M. O'Brien, Esq.
Phelps Dunbar, LLP
4140 ParkLake Avenue, Suite 100
Raleigh, North Carolina 27612

*Counsel for Hand A Framing Construction,
LLC
a/k/a H&A Framing Construction, LLC and
d/b/a H And A Framing, LLC, H&A
Construction, and Hand A
Construction*

Shanna M. Stephens, Esq.
Jonathan L. Anderson, Esq.
Anderson Reynolds & Stephens, LLC
37 ½ Broad Street
P.O. Box 87
Charleston, SC 29401

James H. Elliott, Jr., Esq.
Megan White, Esq.
Richardson, Plowden & Robinson, PA
P.O. Box 21203
Charleston, SC 29413

Counsel for Keller Electric, LLC

Ian Ford, Esq.
Hunter James, Esq.
Ford Wallace Thomson LLC
715 King Street
Charleston, SC 29403

*Counsel for John Toolin d/b/a John F. Toolin
Heat and Air*

Linda Hambleton

From: Suzanne Deters
Sent: Wednesday, May 23, 2018 10:45 AM
To: Linda Hambleton
Subject: FW: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Suzanne E. Deters
Attorney | (843) 614-0152



Paralegal: Linda Hambleton | lhambleton@ethridgelawgroup.com

From: Kevin O'Brien (5302) [mailto:Kevin.O'Brien@phelps.com]
Sent: Wednesday, May 23, 2018 10:43 AM
To: Suzanne Deters <sdeters@ethridgelawgroup.com>
Cc: Anna Cathcart (5308) <Anna.Cathcart@phelps.com>; Melissa Johnson (5342) <Melissa.Johnson@phelps.com>
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Suzanne:

You have my permission to sign for me.

Thanks!

Regards,

Kevin

Kevin M. O'Brien
Phelps Dunbar LLP
GlenLake One
4140 ParkLake Avenue, Suite 100
Raleigh, NC 27612
Direct: 919-789-5302
Fax: 919-789-5301
Email: kevin.obrien@phelps.com

PHELPS DUNBAR
LLP
Louisiana • Mississippi • Florida
Texas • Alabama • North Carolina • London

CONFIDENTIALITY NOTICE - This e-mail message, including any attachments, is private communication sent by a law firm,

Linda Hambleton

From: Suzanne Deters
Sent: Friday, May 25, 2018 7:25 AM
To: Linda Hambleton
Subject: Fwd: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Sent from my iPhone

Begin forwarded message:

From: Shanna Stephens <sstephens@arlawsc.com>
Date: May 24, 2018 at 4:57:38 PM EDT
To: Suzanne Deters <sdeters@ethridgelawgroup.com>
Cc: Laura Phillips <lphillips@arlawsc.com>, "Jonathan L. Anderson" <landerson@arlawsc.com>
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

You may sign on our behalf.

Shanna M. Stephens
Member



Anderson Reynolds & Stephens, P.C.

37 ½ BROAD STREET, POST OFFICE BOX 87, CHARLESTON, SOUTH CAROLINA 29402
E-MAIL sstephens@arlawsc.com TEL. 843-723-0185 FAX 843-405-0313

Confidentiality Notice:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify Shanna Stephens immediately either by phone (843.723.0185) or reply to this e-mail and delete all copies of this message.

From: Suzanne Deters <sdeters@ethridgelawgroup.com>
Sent: Wednesday, May 23, 2018 9:52 AM
To: lknight@lucey-law.com; jlucey@lucey-law.com; sdawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; cgwyn@brblegal.com; dcobb@turnerpadget.com; bboyd@murphygrantland.com; bporter@murphygrantland.com; preconnu@murphygrantland.com; Mike Ethridge <methridge@ethridgelawgroup.com>; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; hhagen@turnerpadget.com; wmccravy@wilsonheyward.com; rpeelee@murphygrantland.com; trippett.boineau@mgclaw.com; mrutland@mgclaw.com; cedwards@mgclaw.com; Adam.ribock@mgclaw.com; cramsey@bosticlaw.com; Graham.Powell@WallTempleton.com; Sandra.Schultz@WallTempleton.com;

Linda Hambleton

From: Suzanne Deters
Sent: Wednesday, May 23, 2018 1:06 PM
To: Linda Hambleton
Subject: FW: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Suzanne E. Deters
Attorney | (843) 614-0152



Paralegal: Linda Hambleton | lhambleton@ethridgelawgroup.com

From: Hunter James [mailto:hunter.james@fordwallace.com]
Sent: Wednesday, May 23, 2018 1:03 PM
To: Suzanne Deters <sdeters@ethridgelawgroup.com>
Cc: Ian Ford <ian.ford@fordwallace.com>
Subject: Re: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

You may sign on our behalf for John Toolin.

Thanks,
Hunter

On Wed, May 23, 2018 at 9:51 AM, Suzanne Deters <sdeters@ethridgelawgroup.com> wrote:

Cornerstone Construction and Mark Mallory have settled. Attached is a copy of the Stipulation of Dismissal for these two Defendants. Please respond just to me with your permission to sign on your behalf so we can get this filed. Also, please let me know if any changes need to be made to your signature block.

Thanks,

Suzanne

Suzanne E. Deters

Attorney | (843) 614-0152

Linda Hambleton

From: SmithIV, Bachman <bsmithiv@hsblawfirm.com>
Sent: Tuesday, June 19, 2018 12:08 PM
To: Linda Hambleton
Cc: Suzanne Deters; Moody, Mary
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Please include Mary on all of your correspondence with me.

Suzanne may sign on my behalf- I should have responded that the first time around.

From: Linda Hambleton [<mailto:LHambleton@ethridgelawgroup.com>]
Sent: Tuesday, June 19, 2018 11:44 AM
To: SmithIV, Bachman
Cc: Suzanne Deters; Linda Hambleton
Subject: FW: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

Mr. Smith,

You were correct that the caption needed tweaking. I'm trying to finalize this SOD and was going through my emails, sequestering everyone's consent for Suzanne to sign for them, but do not find one for you. Could you please give this a quick look-see and let us know whether you are okay with Suzanne signing on your behalf?

Kindest regards,
Linda

Linda Hambleton, Paralegal



dd: 843.834.0201 | lhambledon@ethridgelawgroup.com
P.O. Box 20969, Charleston, South Carolina 29413

From: SmithIV, Bachman [<mailto:bsmithiv@hsblawfirm.com>]
Sent: Wednesday, May 23, 2018 3:09 PM
To: Suzanne Deters <sdeters@ethridgelawgroup.com>
Cc: Moody, Mary <mmoody@hsblawfirm.com>
Subject: RE: Palmetto Pointe - Stip. of Dismissal for Cornerstone Construction

This doesn't appear to be the proper caption as I do not see me or my client, Rusty's Heating and Air- just as an FYI

From: Suzanne Deters [<mailto:sdeters@ethridgelawgroup.com>]
Sent: Wednesday, May 23, 2018 9:52 AM



ETHRIDGE LAW GROUP, LLC
Post Office Box 20969
Charleston, South Carolina 29413
(843) 614-0007

SUZANNE E. DETERS
Direct Dial: (843) 614-0152
sdeters@ethridgelawgroup.com

www.ethridgelawgroup.com

June 27, 2018

VIA U.S. MAIL & EMAIL

The Honorable Julie J. Armstrong
Clerk of Court
Charleston County Court of Common Pleas
100 Broad Street, Suite 106
Charleston, SC 29401

**Re: Palmetto Pointe at Peas Island Condominium Property Owners Association,
Inc., *et al.* vs. Cornerstone Construction and Mark Mallory d/b/a
Cornerstone Construction, *et al.*
Case No.: 2015-CP-10-0955
ELG File No.: 10-00064**

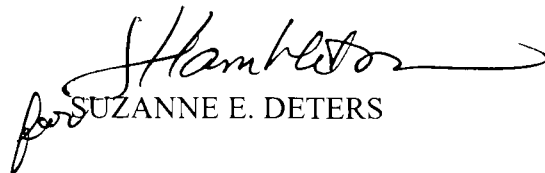
Dear Ms. Armstrong:

Please find enclosed the original and one copy of the Defendant Cornerstone Construction and Mark Mallory d/b/a Cornerstone Construction's Stipulation of Dismissal with Prejudice.

If you would, please file the original and return the file-stamped copy to me in the enclosed self-addressed, stamped envelope.

Your assistance in this matter is greatly appreciated. Should you require any additional information regarding this matter, please feel free to contact me.

Sincerely yours,


for SUZANNE E. DETERS

SED/lkh

Enclosures

R-0042

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
PALMETTO POINTE AT PEAS ISLAND)
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND JACK LOVE,)
INDIVIDUALLY, AND ON BEHALF OF)
ALL OTHERS SIMILARLY SITUATED,)

Plaintiffs,)

vs.)

ISLAND POINTE, LLC; COMPLETE)
BUILDING CORPORATION; TRI-)
COUNTY ROOFING, INC.; CREEKSIDE,)
INC.; AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON; ANDERSEN)
WINDOWS, INC.; ATLANTIC)
BUILDING CONSTRUCTION)
SERVICES, INC. N/K/A ATLANTIC)
CONSTRUCTION SERVICES, INC.;)
BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR)
SERVICES; NOVUS ARCHITECTS,)
INC., F/K/A SGM ARCHITECTS, INC.;)
TALLENT AND SONS, INC.; WC)
SERVICES, INC.; CRG ENGINEERING,)
INC.; CERTAINTEED CORPORATION;)
KELLY FLOORING PRODUCTS, INC.,)
D/B/A CARPET BAGGERS;)
CORNERSTONE CONSTRUCTION AND)
MARK MALLOY D/B/A)
CORNERSTONE CONSTRUCTION;)
MIRACLE SIDING, LLC AND WILSON)
LUCAS SALES D/B/A MIRACLE)
SIDING, LLC; MARK PALPOINT A/K/A)
MICAH PALPOINT, ELROY ALONZO)
VASQUEZ; CHRIS A/K/A JOHN DOE)
61; ALDERMAN CONSTRUCTION;)
STANLEY'S VINYL FENCE DESIGNS;)
COHEN'S DRYWALL COMPANY, INC.;)
MOSELY CONCRETE; HAND A)
FRAMING CONSTRUCTION, LLC)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Case No.: 2015-CP-10-0955

FILED
2019 JUL 10 PM 3:31
JULIE S. OF COURT
CLERK

**CONSENT ORDER OF DISMISSAL
WITH PREJUDICE OF PLAINTIFFS'
CLAIMS AGAINST H&A FRAMING AND
COMPLETE BUILDING
CORPORATION'S CROSS-CLAIMS
AGAINST H&A FRAMING
(Does Not End Case)**

R

A/K/A H&A FRAMING	)
CONSTRUCTION, LLC AND D/B/A H	)
AND A FRAMING, LLC, H&A	)
CONSTRUCTION, AND HAND A	)
CONSTRUCTION; JMC	)
CONSTRUCTION, INC.; JMC	)
CONSTRUCTION, LLC; JOHN DOE 1-	)
15,	)
	)
Defendants.	)
	)

The parties, H and A Framing Construction LLC (named in the Second Amended Complaint as “H and A Framing Construction, LLC a/k/a H&A Framing Construction LLC and d/b/a Hand A Framing, LLC, H&A Construction, and Hand A Construction”) (collectively, “H&A Framing”) and Plaintiffs and Complete Building Corporation (each a “Party” and collectively, the “Parties”), by and through their undersigned counsel, have stipulated and agreed to the dismissal with prejudice of both (1) Plaintiffs’ first-party claims against H&A Framing, and (2) the cross-claims asserted by Complete Building Corporation against H&A Framing, with each party to bear its own attorneys’ fees and costs. The above-captioned matter has been settled with respect to all claims/cross-claims asserted against H&A Framing, only, by Plaintiffs and Complete Building Corporation, including all claims, counterclaims, cross-claims, and/or third-party claims that were made, might have been made, or may hereafter have been made in the above-captioned matter as to these Parties only. It is the intent of the Parties to forever end this litigation as to these Parties with prejudice.

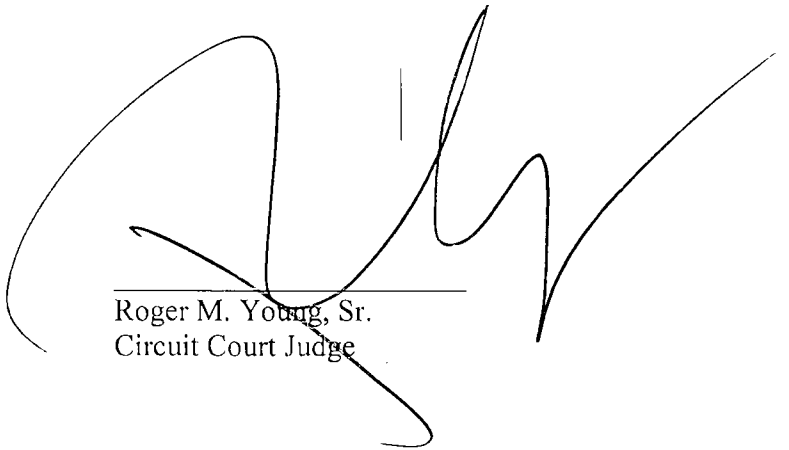
Accordingly, it is hereby ORDERED that:

(1) Plaintiffs’ claims and action against H and A Framing Construction, LLC a/k/a H&A Framing Construction, LLC and d/b/a H and A Framing, LLC, H&A Construction, and H and A Construction are hereby **DISMISSED WITH PREJUDICE**; and



(2) The cross-claims asserted by Complete Building Corporation against H and A Framing Construction, LLC a/k/a H&A Framing Construction, LLC and d/b/a H and A Framing, LLC, H&A Construction, and H and A Construction are hereby **DISMISSED WITH PREJUDICE**.

IT IS SO ORDERED.



Roger M. Young, Sr.
Circuit Court Judge

This ____ day of 7/5, 2018.

WE SO STIPULATE AND CONSENT:

SWEENEY WINGATE & BARROW

16.013 w/permission for:

Everett Augustus Kendall II

eak@swblaw.com

PO Box 12129

Columbia, SC 29211

Attorneys for Complete Building Corporation

Dated: July 3, 2018

Kevin O'Brien (5302)

From: Rett Kendall <EAK@swblaw.com>
Sent: Tuesday, July 3, 2018 2:56 PM
To: Kevin O'Brien (5302); Josh Evans; Laura Knight
Cc: Stephanie Drawdy; Justin Lucey; Anna Cathcart (5308); Melissa Johnson (5342)
Subject: RE: Palmetto Pointe, et al. v. Island Pointe, LLC et al. / H&A Framing -- Case No. 2015-CP-10-0955 -- H&A Executed Signature Pages & Updated Proposed Consent Order of Dismissal

Your draft is fine with me. Feel free to indicate my consent or sign on my behalf.

Rett



Everett A. Kendall, II | *Member*
Sweeny, Wingate & Barrow, P.A.

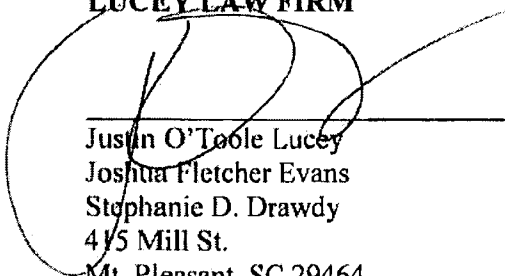
1515 Lady St. (29201)
PO Box 12129
Columbia, SC 29211

T ■ 803-256-2233
F ■ 803-256-9177

[Web](#) | [Bio](#) | [Email](#)

This message may be confidential and protected by the attorney/client, attorney work product or other privileges. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by electronic mail. If the person actually receiving this electronic mail, or any other reader of such electronic mail, is not the intended recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you received this message in error, please send a reply, delete the message immediately, and do not forward this message to any other person.

LUCEY LAW FIRM

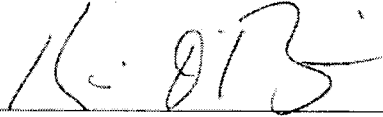


Justin O'Toole Lucey
Joshua Fletcher Evans
Stephanie D. Drawdy
415 Mill St.
Mt. Pleasant, SC 29464
Attorneys for Plaintiffs

Dated: _____

7/3/18

PHELPS DUNBAR LLP



Kevin M. O'Brien, S.C. Bar No. 100968

obrienk@phelps.com

GlenLake One

4140 ParkLake Avenue, Suite 100

Raleigh, North Carolina 27612-3723

Telephone: 919-789-5300

Facsimile: 919-789-5301

Attorneys for Defendant H&A Framing

Dated: July 3, 2018

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

) CASE NO. 2015-CP-10-0955

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,
LLC AND D/B/AH AND A FRAMING, LLC,

**ORDER OF DISMISSAL WITH
PREJUDICE AS TO DEFENDANT
NOVUS ARCHITECTS, INC.,
F/K/A SGM ARCHITECTS, INC.
ONLY**

FILED
2018 JUL 12 PM 2:59
JULIE J. CLARK
CLERK OF COURT

H&A CONSTRUCTION, AND HAND A
CONSTRUCTION; JMC CONSTRUCTION,
INC.; JMC CONSTRUCTION, LLC; JOHN
DOE 1-15,

Defendants.

COMPLETE BUILDING CORPORATION,
INC.,

Third-Party Plaintiff,

VS.

LEONARD T. BROWNE AND
CHRISTOPHER N. UNION,

Third-Party Defendants.

CREEKSID, INC.,

Third-Party Plaintiff,

VS.

CHRISTOPHER N. UNION,

Third-Party Defendant.

AMERICAN RESIDENTIAL SERVICES, LLC,

Third-Party Plaintiff,

VS.

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.



This matter comes before the Court on Motion of the Plaintiffs, and with the consent of Complete Building Corporation (“CBC”), Creekside Painting, Inc. (“Creekside”), and Novus Architects, Inc. f/k/a SGM Architects, Inc. (“Novus”);

WHEREAS, Plaintiffs, CBC, and Creekside have settled with Novus for good, valuable, fair, and adequate consideration;

WHEREAS, the Plaintiff Homeowner Association is the Assignee of 100% of its members, the owners of townhome style condominiums at Palmetto Pointe at Peas Island, and as the settlements principally concern common elements and building components for which the Association is responsible; and as the Homeowners Association has agreed to indemnify Novus from all Homeowner claims, notice to potential class members is unnecessary; therefore,

IT IS HEREBY ORDERED that Plaintiffs' claims be dismissed and ended with prejudice as to Defendant Novus Architects, Inc., f/k/a SGM Architects, Inc. only; and

IT IS FURTHER ORDERED that all actual and potential Cross-Claims in this suit between Novus and CBC are dismissed with prejudice; and

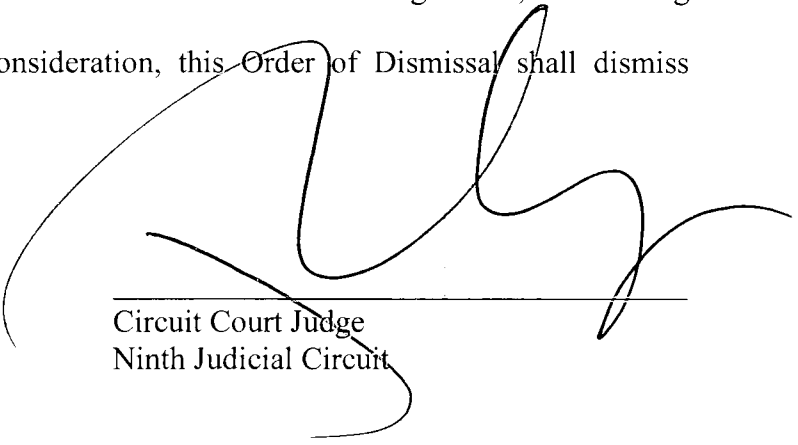
IT IS FURTHER ORDERED that all actual and potential Cross-Claims in this suit between Novus and Creekside are dismissed with prejudice; and

IT IS FURTHER ORDERED that Novus's Cross-Claims against Alderman Construction, American Residential Services, LLC d/b/a ARS Rescue Rooter Charleston, Atlantic Construction Services, Inc., Cohens Drywall Company, Inc., Builder Services Group, Inc. d/b/a Gale Contractors, Kelly Flooring Products, Inc. d/b/a Carpet Baggers, Stanley's Vinyl Fence Designs, Tallent & Sons, Inc., Tri-County Roofing, Inc., and W C Services, Inc. are dismissed with prejudice.



As this settlement and dismissal is of all claims in this case involving Novus, and is being consummated with good and adequate consideration, this Order of Dismissal shall dismiss Novus from this action with prejudice.

IT IS SO ORDERED!



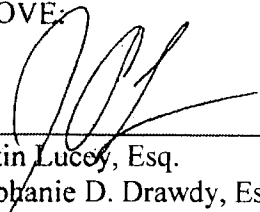
Circuit Court Judge
Ninth Judicial Circuit

Charleston, South Carolina
May __, 2018

7/11

WE SO MOVE:

BY:



Justin Lucey, Esq.
Stephanie D. Drawdy, Esq.
Justin O'Toole Lucey, P.A.
415 Mill Street
Mount Pleasant, SC 29464

AND

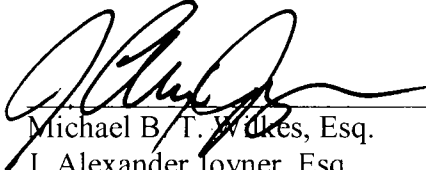
Edward D. Buckley, Jr., Esq.
Young Clement Rivers, LLP
P.O. Box 993
Charleston, SC 29402

Attorneys for Plaintiffs

I CONSENT:

WILKES LAW FIRM, P.A

BY:



Michael B. T. Wilkes, Esq.
J. Alexander Joyner, Esq.
200 Meeting Street, Suite 205
Charleston, SC 29401

*Attorneys for Novus Architects, Inc.,
f/k/a SGM Architects, Inc.*

I CONSENT:

BY: Rett Kendall, by  (w/ permission)
Everett A. Kendall, II Esq.
Sweeny, Wingate & Barrow, P.A.
PO Box 12129
Columbia, SC 29211

AND

David S. Cobb, Esq.
Turner Padgett Graham & Laney, P.A.
P.O. Box 22129
Charleston, SC 29413-2129

Attorneys for Complete Building Corporation

I CONSENT:

BAKER RAVENEL BENDER, L.L.P.

BY: Markey Stubbs, by  (w/ permission)
S. Markey Stubbs, Esq.
3710 Landmark Dr., Ste 400
Columbia, SC 29204

Attorney for Creekside Painting, Inc.

WILKES LAW FIRM P.A.

MICHAEL B.T. WILKES**
ELLEN S. CHEEK*
J. DERHAM COLE, JR.
C. DANIEL ATKINSON**
J. ALEXANDER JOYNER*

- CHARLESTON OFFICE
- ALSO MEMBER GEORGIA BAR
- ALSO MEMBER NORTH CAROLINA BAR
- CERTIFIED MEDIATOR

Reply to: WILKES LAW FIRM, P.A.
CHARLESTON OFFICE
200 MEETING STREET, SUITE 205
CHARLESTON, SOUTH CAROLINA 29401
843.737.6229

SPARTANBURG OFFICE
127 DUNBAR STREET, SUITE 200
SPARTANBURG, SOUTH CAROLINA 29306
864.591.1113
TOLL FREE 866.920.1113
FAX 864.591.1767

WWW.WILKESLAW.COM

July 5, 2018

VIA U.S. MAIL

The Honorable Julie Armstrong
Clerk of Court, Charleston County
100 Broad Street
Charleston, SC 29401

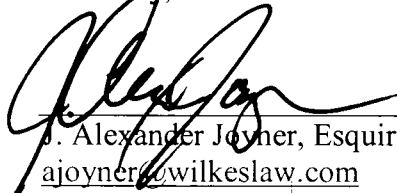
Re: *Palmetto Pointe at Peas Island v. Island Pointe, LLC, et al*
In the Court of Common Pleas for Charleston County
Case No.: 2015-CP-10-0955

Dear Ms. Armstrong:

Please find enclosed for filing an original and one copy of the *Notice of and Joint Motion to Dismiss with Prejudice Novus Architects, Inc., F/K/A/ SGM Architects, Inc. (not ending case)* in the above referenced matter. Please find enclosed a pre-paid envelope to return the file stamped copy to our office.

Should you have any questions or concerns, please contact our office.

Sincerely,



J. Alexander Joyner, Esquire
ajoyner@wilkeslaw.com

JAJ:mkc

Enclosure

cc: Michael B.T. Wilkes, Esquire (email only)
Rhett Kendell (US Mail & email)
Josh Evans (US Mail & email)
Markey Stubbs (US Mail & email)
All Counsel of Record (email only)

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Palmetto Pointe at Peas Island)
Condominium Property Owners)
Association, Inc. and Jack Love,)
Individually, and on Behalf of All)
Others Similarly Situated,)

Plaintiffs,)

vs.)

Island Pointe, LLC; Leonard T. Browne;)
Complete Building Corporation; Tri-County)
Roofing, Inc.; Creekside, Inc.; American)
Residential Services, LLC d/b/a ARS/)
Rescue Rooter Charleston; Andersen)
Windows, Inc.; Atlantic Building)
Construction Services, Inc. n/k/a)
Atlantic Construction Services, Inc.;)
Christopher N. Union; Builder Services)
Group, Inc. d/b/a Gale Contractor Services;)
Novus Architects, Inc., f/k/a SGM)
Architects, Inc.; Tallent and Sons, Inc.;)
W C Services, Inc.; CRG Engineering, Inc.;)
Certainteed Corporation; Kelly Flooring)
Products, Inc., d/b/a Carpet Baggers;)
Cornerstone Construction and Mark Malloy)
d/b/a Cornerstone Construction; Miracle)
Siding, LLC and Wilson Lucas Sales d/b/a)
Miracle Siding, LLC; Mark Palpoint a/k/a)
Micah Palpoint; Elroy Alonzo Vasquez;)
Chris a/k/a John Doe 61; Alderman)
Construction; Stanley's Vinyl Fence)
Designs; Cohen's Drywall Company, Inc.;)
Mosely Concrete; Hand A Framing)
Construction, LLC a/k/a H&A Framing)
Construction, LLC and d/b/a H and A)
Framing, LLC, H&A Construction, and)
Hand A Construction; JMC Construction,)
Inc.; JMC Construction, LLC;)
and John Doe 1-15,)

Defendants.)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Civil Action No. 2015-CP-10-0955

**ORDER OF DISMISSAL WITH
PREJUDICE AS TO DEFENDANT
ALDERMAN CONSTRUCTION, INC.
(not ending the case)**

FILED
2018 AUG -9 AM 11:34
CLERK OF COURT

Complete Building Corporation, Inc.	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Leonard T. Browne and	)
Christopher N. Union,	)
	)
Third-Party Defendant.	)
Creekside, Inc.,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Christopher N. Union,	)
	)
Third-Party Defendant.	)
American Residential Services, LLC,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Victor Hugo Hernandez; Hernandez	)
Electric, LLC; Liliana Rojas Flores;	)
Martin Barr d/b/a Port City Structured	)
Wiring; Keller Electric, LLC; John Toolin	)
d/b/a John F. Toolin Heat and Air; Russel	)
“Rusty” Hill d/b/a Rusty’s Heating & Air;	)
and Warren Anderson,	)
	)
Third-Party Defendants.	)

This matter comes before the Court on Motion of Alderman Construction, Inc. and Plaintiffs, and with the consent of Complete Building Corporation (“CBC”).

WHEREAS, Plaintiffs and CBC have settled with Alderman for good, valuable, fair and adequate consideration;

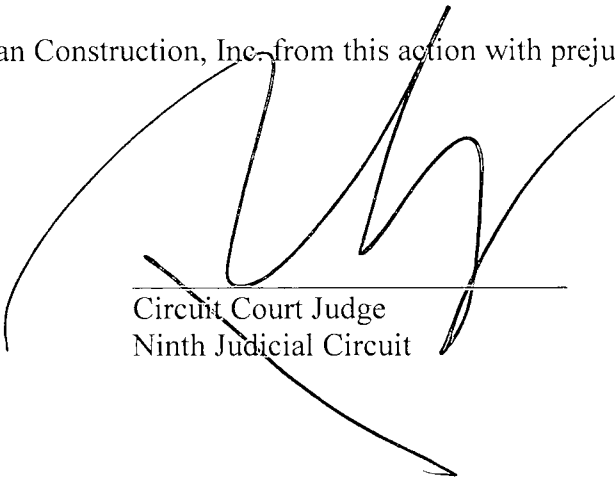
WHEREAS, the Plaintiff Homeowner Association is the Assignee of 100% of its members, the owners of townhome style condominiums at Palmetto Pointe at Peas Island, and as the settlements principally concern common elements and building components for which the Association is responsible; and as Homeowners Association has agreed to indemnify Alderman from all Homeowner claims, notice to potential class members is unnecessary; therefore,

IT IS HEREBY ORDERED that Plaintiffs' claims be dismissed and ended with prejudice as to Defendant Alderman Construction, Inc. only; and

IT IS FURTHER ORDERED that all actual and potential Cross-Claims in this suit between Alderman and CBC are dismissed with prejudice.

As this settlement and dismissal is of all claims in this case involving Alderman Construction, Inc. and is being consummated with good and adequate consideration, this Order of Dismissal shall dismiss Alderman Construction, Inc. from this action with prejudice.

IT IS SO ORDERED!



Circuit Court Judge
Ninth Judicial Circuit

Charleston, South Carolina
August 8, 2018

CERTIFICATE OF SERVICE

I hereby certify that I have this 1st day of August 2018 served a copy of Alderman Construction, Inc.'s Notice of Motion and Joint Motion to Dismiss with Prejudice, by emailing and/or mailing copies of same, postage prepaid, in the United States mail, with sufficient postage affixed as follows:

Edward D. Buckley, Jr., Esquire
Joshua P. Cantwell, Esquire
Young Clement Rivers, LLP
Post Office Box 993
Charleston, South Carolina 29402-0993
ebuckley@ycrlaw.com

~and~

Justin O'Toole Lucey, Esquire
Stephany D. Drawdy, Esquire
Joshua F. Evans, Esquire
Lucey Law Firm
415 Mill Street
Mount Pleasant, South Carolina 29464
jlucey@lucey-law.com
sdrawdy@lucey-law.com
Counsel for Plaintiff

S. Markey Stubbs, Esquire
Baker Ravenel Bender LLP
Post Office Box 8057
Columbia, South Carolina 29202
mstubbs@brblegal.com
Counsel for Creekside Painting, Inc.

Joseph S. McCue, Esquire
Collins & Lacy, PC
Post Office Box 12487
Columbia, South Carolina 29211
jmccue@collinsandlacy.com
Counsel for Builder Services Group, Inc. d/b/a Gale Contractor Services

FILED
2018 AUG -9 AM 11:35
CLERK OF COURT

F. Cordes Ford, IV, Esquire
Heather Chiovaro, Esquire
Womble Carlyle Sandridge & Rice
Post Office Box 999
Charleston, South Carolina 29402
cford@wcsr.com
hchiovaro@wcsr.com
*Counsel for American Residential Services, LLC d/b/a ARS Rescue Rooter
Charleston*

R. Michael Ethridge, Esquire
Suzanne E. Deters, Esquire
Ethridge Law Group, LLC
Post Office Box 20969
Charleston, South Carolina 29413
methridge@ethridgelawgroup.com
sdeters@ethridgelawgroup.com
*Counsel for Cornerstone Construction, Mark Malloy d/b/a Cornerstone
Construction and Liliana Rojas Flores*

David S. Cobb, Esquire
Turner Padgett Graham & Laney, PA
Post Office Box 22129
Charleston, South Carolina 29413
dcobb@turnerpadgett.com
~and~
Everett A. Kendall, II, Esquire
Richard McLawhorn, Esquire
Sweeny Wingate & Barrow, PA
Post Office Box 12129
Columbia, South Carolina 29211
eak@swblaw.com
rem@swblaw.com
Counsel for Complete Building Corporations

Bonum S. Wilson, III, Esquire
Brandon T. Reeser, Esquire
Wilson & Heyward, LLC
Post Office Box 13177
Charleston, South Carolina 29422
bwilson@wilsonheyward.com
bresser@wilsonheyward.com
*Counsel for Eloy Alonzo Vasquez, Miracle Siding, LLC, Wilson Lucas
Sales d/b/a Miracle Siding, LLC*

O. Carlisle Edwards, Jr., Esquire
McAngus, Goudelock & Courie, LLC
Post Office Box 650007
Mt. Pleasant, South Carolina 29465
cedwards@mgclaw.com
Counsel for Cohen's Drywall

Graham P. Powell, Esquire
Stephanie Brown, Esquire
John Dodds, Esquire
Wall Templeton & Haldrup, PA
Post Office Box 1200
Charleston, South Carolina 29402
Graham.powell@walltempleton.com
Stephanie.brown@walltempleton.com
John.dodds@walltempleton.com
Counsel for Andersen Windows, Inc.

Christopher M. Ramsey, Esquire
The Bostic Law Group, PA
2236 Ashley Crossing Drive
Charleston, South Carolina 29414
cramsey@bosticlaw.com
*Counsel for Christopher N. Union and
Island Pointe, LLC*

Andrew N. Cole, Esquire
Christopher M. Adams, Esquire
Collins & Lacy, PC
Post Office Box 12487
Columbia, South Carolina 29211
acole@collinsandlacy.com
cadams@collinsandlacy.com
*Counsel for Tri-County Roofing, Inc. and
JMC Construction, Inc. and JMC Construction, LLC*

Leonard T. Browne
1112 Quiet Road
Mount Pleasant, South Carolina 29464
leonardtbrowne@gmail.com
Pro Se Third-Party Defendant (CBC)

James Werner, Esquire
Katon Dawson, Jr., Esquire
John G. Tamasitis, Esquire
Parker Poe
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
jlmwerner@parkerpoe.com
katondawson@parkerpoe.com
johntamasitis@parkerpoe.com
Counsel for CertainTeed Corporation

David A. Anderson, Esquire
Richardson Plowden & Robinson, PA
Post Office Drawer 7788
Columbia, South Carolina 29202
danderson@richardsonplowden.com
Counsel for Mosley Concrete

Brent Boyd, Esquire
Robert M. Peele, Esquire
Murphy & Grantland, PA
Post Office Box 6648
Columbia, South Carolina 29260
bboyd@murphygrantland.com
rpeele@murphygrantland.com
*Counsel for Kelly Flooring Products, Inc.
d/b/a Carpet Baggers*

Michael B.T. Wilkes, Esquire
J. Alexander Joyner, Esquire
Wilkes Law Firm, PA
200 Meeting Street, Suite 205
Charleston, South Carolina 29401
mwilkes@wilkeslaw.com
ajoyner@wilkeslaw.com
Counsel for Novus Architects, Inc. f/k/a SGM Architects, Inc.

Batten R. Farrar, Esquire
W. Duffie Powers, Esquire
Carter R. Massingill, Esquire
Gallivan White Boyd
55 Beattie Place, Suite 1200
Greenville, South Carolina 29601
dpowers@gwblawfirm.com
bfarrar@gwblawfirm.com
Counsel for Tallent and Sons, Inc.

James A. Atkins, Esquire
Clawson and Staubes
126 Seven Farms Dr., Suite 200
Charleston, South Carolina 29492
jatkins@clawsonandstaubes.com
Counsel for WC Services, Inc.

G. Troy Thames, Esquire
Willson, Jones, Carter & Baxley, PA
421 Wando Park Blvd., Suite 100
Mt. Pleasant, South Carolina 29464
tthames@wjlaw.net
Counsel for Stanley's Vinyl Fence Design

Kevin M. O'Brien, Esquire
Phelps Dunbar LLP
GlenLake One
4140 ParkLake Avenue, Suite 100
Raleigh, North Carolina 27612
Kevin.obrien@phelps.com
*Counsel for Hand A Framing Construction, LLC a/k/a
H&A Framing Construction, LLC and d/b/a H and A
Framing, LLC, H&A Construction and Hand A Construction*

Michael E. Wright, Esquire
Dunn Hollingsworth, Esquire
Robertson Hollingsworth Manos & Rahn, LLC
550 King Street, Suite 300
Charleston, South Carolina 29403
mew@roblaw.net
~and~

James H. Elliott, Jr., Esquire
F. Heyward Grimball, Esquire
Richardson Plowden & Robinson, PA
171 Church Street, Suite 150
Charleston, South Carolina 29401
jelliott@richardsonplowden.com
fhgrimball@richardsonplowden.com
*Counsel for Atlantic Building Construction Services, Inc. n/k/a
Atlantic Construction Services, Inc.*

Shanna M. Stephens, Esquire
Jonathan L. Anderson, Esquire
Anderson Reynolds & Stephens
37 ½ Broad Street
Post Office Box 87
Charleston, South Carolina 29401
sstephens@arslawsc.com
landerson@arslawsc.com
Counsel for Keller Electric, LLC

Ian Ford, Esquire
Hunter James, Esquire
Ford Wallace Thomson, LLC
715 King Street
Charleston, South Carolina 29403
ian.ford@fordwallace.com
Hunter.james@fordwallace.com

R. Michael Ethridge, Esquire
Suzanne E. Deters
Post Office Box 20969
Charleston, South Carolina 29413
methridge@ethridgelawgroup.com
sdeters@ethridgelawgroup.com
Counsel for Liliana Rojas Flores

James H. Elliot, Jr., Esquire
Megan C. White, Esquire
Richardson, Plowden & Robinson, P.A.
171 Church Street, Suite 150
Charleston, SC 29401
jelliot@richardsonplowden.com
mwhite@richardsonplowden.com
Counsel for Keller Electric

Erin D. Dean, Esquire
Bar No. 65320
Post Office Box 2055
Beaufort, South Carolina 29901-2055
erindean@tgdcpa.com
Counsel for Warren Anderson


Liz T. Davison
Legal Assistant to J. Adam Ribock

Reply To

J. ADAM RIBOCK
Direct Dial: (803) 227-2254
adam.ribock@mgclaw.com

August 1, 2018

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2210

RE: Palmetto Pointe at Peas Island Condominium Property Owners
Association, Inc. and Jack Love, Individually, and on Behalf of All
Others Similarly Situated, vs. Island Pointe, LLC; Leonard T.
Browne; Complete Building Corporation; Tri-County Roofing, Inc.;
Alderman Construction, Inc., et al
Civil Action No.: 2015-CP-10-00955 (Charleston)
Date of Incident: January 6, 2006
Carrier Claim No.: 16012564
MGC File No.: 20749.16001

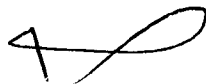
Dear Ms. Armstrong:

Enclosed for filing are the original and one copy of Notice of and Joint Motion to Dismiss with Prejudice Alderman Construction, Inc., along with a proposed Order. Please file the original and return a clocked copy to me in the envelope provided. Our firm's check is also enclosed to cover the filing fee. Once this Motion has been filed, we will forward to the Judge for approval.

By copy of this correspondence, I am serving counsel of record with a copy of this pleading.

With kind regards, I am

Very truly yours,



J. Adam Ribock

JAR/_etd
Enclosure
cc: Counsel of Record (via e-mail)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc. and Jack
Love, individually, and on behalf of all others
similarly situated,)

CIVIL ACTION NO: 2015-CP-10-00955

Plaintiffs,)
vs.)

**ORDER OF DISMISSAL WITH
PREJUDICE AS TO DEFENDANT
CERTAINTED CORPORATION
ONLY**

Island Pointe, LLC; Complete Building
Corporation; Tri-County Roofing, Inc.;
Creekside, Inc.; American Residential Services,
LLC d/b/a ARS/Rescue Rooter Charleston;
Andersen Windows, Inc.; Atlantic Building
Construction Services, Inc. n/k/a Atlantic
Construction Services, Inc.; Builder Services
Group, Inc. d/b/a Gale Contractor Services;
Novus Architects, Inc. f/k/a SGM Architects,
Inc.; Tallent and Sons, Inc.; WC Services, Inc.;
CRG Engineering, Inc.; Certainteed
Corporation; Kelly Flooring Products, Inc. d/b/a
Carpet Baggers; Cornerstone Construction and
Mark Mallow d/b/a Cornerstone Construction;
Miracle Siding, LLC and Wilson Lucas Sales
d/b/a Miracle Siding, LLC; Mark Palpoint a/k/a
Mica Palpoint; Elroy Alonzo Vasquez; Chris
a/k/a John Doe 61; Alderman Construction;
Stanley's Vinyl Fence Designs; Cohen's
Drywall Company, Inc.; Mosely Concrete; Hand
A Framing Construction, LLC a/k/a H&A
Framing Construction, LLC and d/b/a H and A
Framing, LLC; H&A Construction; and Hand A
Construction; JMC Construction, Inc.; JMC
Construction, LLC; John Doe 1-15,)

Defendants.)

Complete Building Corporation, Inc.,)
Third-Party Plaintiff,)

vs.)

Leonard T. Browne and Christopher N. Union,)
Third-Party Defendants.)

Creekside, Inc.,)
Third-Party Plaintiff,)

vs.)

FILED
2018 AUG 21 AM 10:32
JULIE ROOF COURT
CLERK OF COURT

R

Christopher N. Union,	)
	)
Third-Party Defendants.	)
American Residential Services, LLC,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Victor Hugo Hernandez; Hernandez Electric,	)
LLC; Liliana Roja Flores; Martin Marr d/b/a	)
Port City Structured Wiring; Keller Electric,	)
LLC; John Toolin d/b/a John F. Toolin Heat and	)
Air; Russell "Rusty" Hill d/b/a Rusty's Heating	)
& Air; and Warren Anderson,	)
	)
Third-Party Defendants.	)

This matter comes before the Court on Motion of Plaintiffs, with the consent of Defendant/Third-Party Plaintiff Complete Building Corporation ("CBC") and Defendant CertainTeed Corporation ("CertainTeed"), seeking dismissal of CertainTeed from the above-captioned action, with prejudice.

WHEREAS, Plaintiffs and CBC have settled with CertainTeed for good, valuable, fair, and adequate consideration;

WHEREAS, the Plaintiff Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. (the "Association") is the assignee of 100% of its members, the owners of the townhome style condominiums at Palmetto Pointe at Peas Island, and as the settlements principally concern common elements and building components for which the Association is responsible; and as the Association has agreed to indemnify CertainTeed from all homeowner claims, notice to potential class members is unnecessary; therefore,

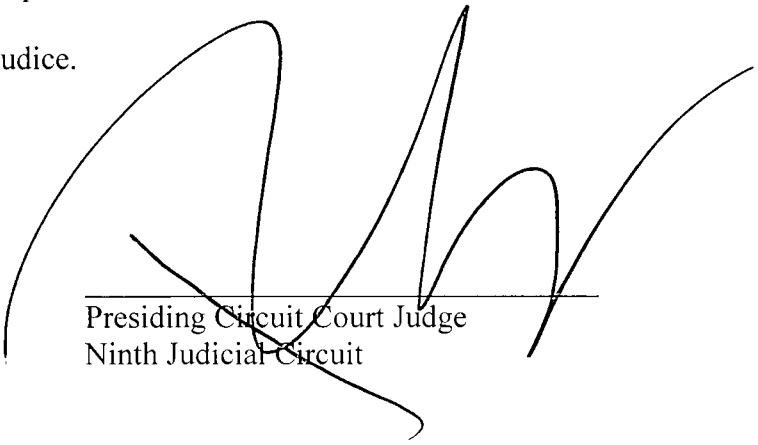
IT IS HEREBY ORDERED that Plaintiffs' claims be dismissed and ended with prejudice at to CertainTeed only; and

IT IS FURTHER ORDERED that all actual and potential cross-claims in this suit between CBC and CertainTeed are dismissed with prejudice.

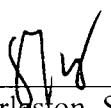


As this settlement and dismissal is of all claims in this case involving CertainTeed, and is being consummated with good and adequate consideration, this Order of Dismissal shall dismiss CertainTeed from this action with prejudice.

IT IS SO ORDERED.



Presiding Circuit Court Judge
Ninth Judicial Circuit



, 2018
Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on August 8, 2018, a copy of the foregoing **Notice and Joint Motion to Dismiss with Prejudice CertainTeed Corporation (not ending case) and proposed Order** has been served on Plaintiffs' counsel by electronic delivery and by causing a copy of same to be deposited in the United States Mail, postage prepaid, addressed as follows, and by electronic delivery only to all other counsel of record, as follows:

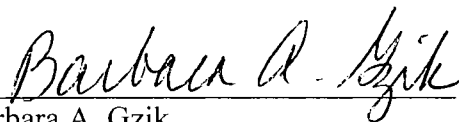
Justin O'Toole Lucey, Esquire Stephanie D. Drawdy, Esquire Joshua F. Evans, Esquire PO Box 806 415 Mill Street Mount Pleasant, SC 29464 jlucey@lucey-law.com sdrawdy@lucey-law.com jevans@lucey-law.com <i>Attorneys for Plaintiffs Kathy Milner and Palmetto Pointe at Peas Island Condominium Property Owners Association</i>	James A. Atkins, Esquire Clawson & Staubes 126 Seven Farms Drive, Suite 200 Charleston, SC 29492-8144 JAtkins@clawsonandstaubes.com <i>Attorney for WC Services, Inc.</i>
Edward D. Buckley, Jr., Esquire Young Clement Rivers, LLP P.O. Box 993 25 Calhoun Street, Suite 400 Charleston, SC 29402 ebuckley@ycrlaw.com <i>Attorneys for Plaintiffs</i>	Joseph Scott McCue, Esquire Collins & Lacy, PC PO Box 12487 Columbia, SC 29211 jmccue@collinsandlacy.com <i>Attorneys for Builder Services Group Inc. and Gale Contractor Services</i>
F. Cordes Ford, IV, Esquire Heather Chiovaro, Esquire Womble Carlyle Sandridge & Rice, LLP PO Box 999 Charleston, SC 29402 cford@wcsr.com hchiovaro@wcsr.com <i>Attorneys for American Residential Services LLC and ARS Rescue Rooter Charleston</i>	David Starr Cobb, Esquire Turner Padget Graham & Laney, PA PO Box 22129 Charleston, SC 29413-2129 dcobb@turnerpadget.com and Everett A. Kendall, II, Esquire Richard McLawhorn Sweeny, Wingate & Barrow, P.A. 1515 Lady Street (29201) PO Box 12129 Columbia, SC 29211 EAK@swblaw.com rem@swblaw.com <i>Attorneys for Complete Building Corporation</i>

FILED
2018 AUG 21 AM 10:32
CLERK OF COURT

O. Carlisle Edwards, Jr., Esquire McAngus Goudelock & Courie, LLC PO Box 650007 Mount Pleasant, SC 29465 cedwards@mgclaw.com <i>Attorneys for Cohens Drywall</i>	Bonum Sams Wilson III, Esquire Brandon T. Reeser, Esquire Wilson & Heyward, LLC PO Box 13177 Charleston, SC 29422 bwilson@wilsonheyward.com breeser@wilsonheyward.com <i>Attorneys for Miracle Siding LLC and Wilson Lucas Sales</i>
Robert Michael Ethridge, Esquire Suzanne E. Deters, Esquire Ethridge Law Group, LLC PO Box 20969 Charleston, SC 29413 methridge@ethridgelawgroup.com sdeters@ethridgelawgroup.com <i>Attorneys for Cornerstone Construction</i>	S. Markey Stubbs, Esquire Baker Ravenel & Bender, LLP PO Box 8057 Columbia, SC 29202 mstubbs@brblegal.com <i>Attorneys for Creekside Inc.</i>
Christopher M. Adams, Esquire Andrew N. Cole, Esquire Collins & Lacy, PC PO Box 12487 Columbia, SC 29211 cadams@collinsandlacy.com acole@collinsandlacy.com <i>Attorneys for Tri County Roofing Inc. and JMC Construction, Inc.; JMC Construction, LLC</i>	Brent Morris Boyd, Esquire Robert M. Peele, Esquire Murphy & Grantland, PA PO Box 6648 4406-B Forest Drive Columbia, SC 29260 bboyd@murphygrantland.com rpeele@murphygrantland.com <i>Attorneys for Carpet Baggers and Kelly Flooring Products Inc.</i>
Adam Ribock, Esquire R. Trippett Boineau, III, Esquire McAngus Goudelock and Courie, LLC PO Box 12519 Columbia, SC 29211 Adam.ribock@mgclaw.com Trippett.boineau@mgclaw.com <i>Attorneys for Alderman Construction</i>	Stephanie Brown, Esquire Wall Templeton & Haldrup, PA 145 King Street, Suite 300 (29401) Post Office Box 1200 Charleston, SC 29402 Stephanie.Brown@WallTempleton.com <i>Attorneys for Andersen Windows, Inc.</i>

Leonard T. Browne 1112 Quiet Road Mount Pleasant, SC 29464 leonardbrowne@gmail.com <i>Pro-Se Third-Party Defendant (CBC)</i>	Christopher M. Ramsey, Esquire Bostic Law Group, P.A. 236 Ashley Crossing Drive Charleston, SC 29414 cramsey@bosticlaw.com <i>Attorney for Christopher N. Union Island Pointe, LLC</i>
Michael B.T. Wilkes, Esquire Alex Joyner, Esquire Wilkes Law Firm, P.A. 127 Dunbar Street, Suite 200 Spartanburg, SC 29306 mwilkes@wilkeslaw.com ajoyner@wilkeslaw.com <i>Attorneys for Novus Architects, Inc. f/k/a SCM Architects, Inc.</i>	David A. Anderson, Esquire Richardson Plowden & Robinson, P.A. 1900 Barnwell Street (29201) Post Office Drawer 7788 Columbia, SC 29202 danderson@richardsonplowden.com <i>Attorney for Mosley Concrete</i>
Troy Thames, Esquire Willson Jones Carter & Baxley, P.A. 421 Wando Park Boulevard, Suite 100 Mount Pleasant, SC 29464 tthames@wjlaw.net <i>Attorney for Stanley's Vinyl Fence Designs</i>	Michael E. Wright, Esquire Dunn Hollingsworth, Esquire Robertson Hollingsworth Manos & Rahn, LLC 550 King Street, Suite 300 Charleston, SC 29403 mew@roblaw.net <i>Attorneys for Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc.</i>
W. Duffie Powers, Esquire R. Batten Farrar, Esquire Carter Massingill, Esquire Gallivan, White & Boyd, P.A. P.O. Box 10589 Greenville, SC 29603 dpowers@gwblawfirm.com bfarrar@gwblawfirm.com cmassingill@gwblawfirm.com <i>Attorneys for Tallent and Sons, Inc.</i>	Kevin M. O'Brien, Esquire Phelps Dunbar LLP GlenLake One 4140 ParkLake Avenue, Suite 100 Raleigh, NC 27612-3723 kevin.obrien@phelps.com <i>Attorney for H&A Framing Construction, LLC</i>

James H. Elliott, Jr., Esquire F. Heyward Grimball, Esquire Richardson Plowden & Robinson, P.A. 171 Church Street, Suite 150 Charleston, SC 29401 jelliott@richardsonplowden.com fhgrimball@richardsonplowden.com <i>Attorneys for Atlantic Construction Services, Inc. (Co-counsel)</i>	Shanna M. Stevens, Esquire Jonathan L. Anderson, Esquire 37 ½ Broad Street P.O. Box 87 Charleston, SC 29401 sstephens@arslawsc.com landerson@arslawsc.com <i>Attorneys for Keller Electric, LLC</i>
Ian Ford, Esquire Hunter James, Esquire Ford Wallace Thomson LLC 715 King Street Charleston, SC 29403 <i>Attorneys for John Toolin d/b/a John F. Toolin Heat and Air</i>	Erin D. Dean, Esquire Tupper, Grimsley, Dean & Canaday, P.A. Post Office Box 2055 Beaufort, SC 29901-2055 erindean@tgdcpa.com <i>Attorney for Third-Party Defendant Warren Anderson</i>


Barbara A. Gzik



John G. Tamasitis
Associate
Telephone: 803.253.8923
Direct Fax: 803.255.8017
johntamasitis@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

August 8, 2018

Via U.S. Mail

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2210

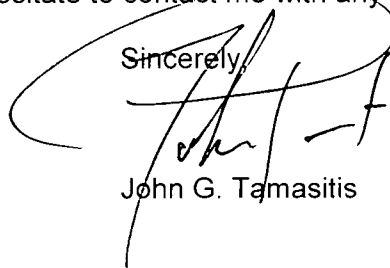
Re: *Palmetto Pointe at Peas Island, etc. v. Island Pointe, LLC, et al.*
Civil Action No. 2015-CP-10-955

Dear Ms. Armstrong:

Enclosed for filing please find the original and one copy of Defendant CertainTeed Corporation's Notice of and Joint Motion to Dismiss with Prejudice CertainTeed Corporation (not ending case) in the above-referenced matter, along with a proposed Order, Motion Cover Sheet, and our firm's check in the amount of \$25.00 for the filing fee. Please file the original and return a filed copy to me in the enclosed stamped, self-addressed envelope provided for your convenience. As indicated on the attached Certificate of Service and this letter, we are serving copies of same on counsel of record.

Thank you and please do not hesitate to contact me with any questions.

Sincerely,



John G. Tamasitis

JGT:bg
Enclosures

cc: Counsel of Record

PPAB 4377017v1

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC., AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

Plaintiffs,

vs.

ISLAND POINTE, LLC, COMPLETE
BUILDING CORPORATION, TRI-
COUNTY ROOFING, INC., CREEKSIDE,
INC., AMERICAN RESIDENTIAL
SERVICES, LLC D/B/A ARS/RESCUE
ROOTER CHARLESTON, ANDERSON
WINDOWS, INC., ATLANTIC
BUILDING CONSTRUCTION
SERVICES, INC., N/K/A ATLANTIC
CONSTRUCTION SERVICES, INC.,
BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR
SERVICES, NOVUS ARCHITECTS, INC.
F/K/A SGM ARCHITECTS, INC.,
TALLENT AND SONS, INC., W C
SERVICES, INC., CRG ENGINEERING,
INC., CERTAINTED CORPORATION,
KELLY FLOORING PRODUCTS, INC.
D/B/A CARPET BAGGERS,
CORNERSTONE CONSTRUCTION AND
MARK MALLOY D/B/A
CORNERSTONE CONSTRUCTION,
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE
SIDING, LLC, MARK PALPOINT A/K/A
MICAH PALPOINT, ELROY ALONZO
VASQUEZ, CHRIS A/K/A JOHN DOE 61,
ALDERMAN CONSTRUCTION,
STANLEY'S VINYL FENCE DESIGNS,
COHEN'S DRYWALL COMPANY, INC.,
MOSELY CONCRETE, HAND A

IN THE COURT OF COMMON PLEAS

Civil Action No. 2015-CP-10-00955

**STIPULATION OF DISMISSAL WITH
PREJUDICE AS TO COHEN'S
DRYWALL COMPANY, INC. ONLY**

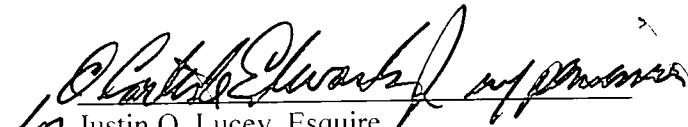
FILED
2018 SEP 27 PM 1:20
JULIE J. ARMS-TRONG
CLERK OF COURT
BY _____ 59

FRAMING CONSTRUCTION, LLC)
A/K/A H&A FRAMING)
CONSTRUCTION, LLC AND D/B/A H)
AND A FRAMING, LLC, H&A)
CONSTRUCTION, AND HAND A)
CONSTRUCTION; JMC)
CONSTRUCTION, LLC, JOHN DOE 1-15)
))
Defendants.)

Pursuant to Rule 41(a) of the *South Carolina Rules of Civil Procedure*, Plaintiffs and Cross-Claiming Defendant Complete Building Corporation in the above-captioned case, by and through the undersigned counsel, hereby dismiss this case with prejudice as to Cohen's Drywall Company, Inc. only. Defendant consents to this dismissal with prejudice. The parties agree to bear their own respective costs.

WE SO STIPULATE:

JUSTIN O'TOOLE LUCEY, P.A

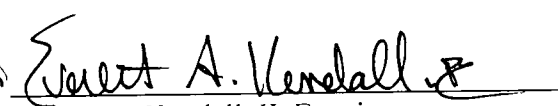

Justin O. Lucey, Esquire
Post Office Box 806
Mount Pleasant, South Carolina 29465-0806
(843) 849-8400

ATTORNEY FOR PLAINTIFFS

Date: 9-24-18

WE SO STIPULATE:

SWEENEY WINGATE & BARROW

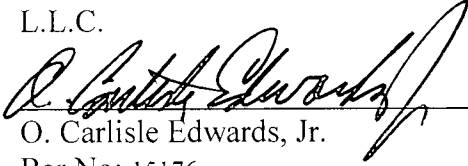

Everett A. Kendall, II, Esquire
Post Office Box 12129
Columbia, South Carolina 29211
(803) 256-2233

ATTORNEY FOR COMPLETE BUILDING CORPORATION

Date: 9/27/18

WE CONSENT:

McANGUS, GOUDELOCK & COURIE,
L.L.C.



O. Carlisle Edwards, Jr.

Bar No: 15176

Post Office Box 650007

735 Johnnie Dodds Blvd, Suite 200 (29464)

Mt. Pleasant, South Carolina 29465

(843) 576-2900

ATTORNEY FOR DEFENDANT COHEN'S
DRYWALL COMPANY, INC.

Date: 9-24-18

Reply To

O. CARLISLE EDWARDS, JR.
Direct Dial: (843) 576-2949
cedwards@mgclaw.com

September 25, 2018

VIA US MAIL

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2210

RE: Palmetto Point at Peas Island Condominium Property Owners
Association, Inc. and Jack Love, individually, and on behalf of all others
similarly situated v. Cohen's Drywall Company, Inc., et al.
Civil Action No.: 2015-CP-10-00955 (Charleston)
Carrier Claim No.: C-170138 (FCCI) 08918357 (Penn)
MGC File No.: 20495.16074

Dear Ms. Armstrong:

Please find enclosed for filing the original and one (1) copy of the Stipulation of Dismissal with Prejudice as to Cohen's Drywall Company, Inc. in the above-captioned case. I would appreciate your returning a clocked-in copy of the same to me in the envelope provided.

By copy of this letter, I am serving counsel of record with the above-referenced Stipulation of Dismissal with Prejudice as to Cohen's Drywall Company, Inc.

Thanking you in advance for your assistance, I am

Very truly yours,



O. Carlisle Edwards, Jr.

OCE/_sjm
Enclosures

cc: Joshua F. Evans, Esquire, Justin O'Toole Lucey, PA (via e-mail)
Everett A. Kendall, II, Esquire, Sweeny, Wingate & Barrow, P.A. (via e-mail)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., and Jack
Love, Trustee on behalf of the Love-McKim
Living Trust,

Plaintiffs,

v.

Island Pointe, LLC, Leonard T. Browne,
Complete Building Corporation, Tri-County
Roofing, Inc., Creekside, Inc., American
Residential Services, LLC d/b/a ARS/Rescue
Rooter Charleston, Andersen Windows, Inc.,
Atlantic Building Construction Services, Inc.
n/k/a Atlantic Construction Services, Inc.,
Builder Services Group, Inc. d/b/a Gale
Contractor Services, Novus Architects, Inc.
f/k/a SGM Architects, Inc., Tallent and Sons,
Inc., W C Services, Inc., Kelly Flooring
Products, Inc., d/b/a Carpet Baggers, Miracle
Siding, LLC and Wilson Lucas Sales d/b/a
Miracle Siding, LLC, Mark Palpoint a/k/a
Micah Palpoint, Elroy Alonzo Vasquez, Chris
a/k/a John Doe, 61, Stanley's Vinyl Fence
Designs, Mosely Concrete, JMC Construction,
Inc., JMC Construction, LLC, Victor Hugo
Hernandez, Hernandez Electric, LLC, Liliana
Rojas Flores, Martin Barr d/b/a Port City
Structured Wiring, Keller Electric, LLC, John
Toolin d/b/a John F. Toolin Heat and Air,
Russell "Rusty" Hill d/b/a Rusty's Heating &
Air, Warren Anderson, and John Doe 10-15,

Defendants.

Complete Building Corporation, Inc.,

Third Party Plaintiff,

vs.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2015-CP-10-0955

**STIPULATION OF DISMISSAL WITH
PREJUDICE OF DEFENDANT
KELLY FLOORING PRODUCTS, INC.
D/B/A CARPET BAGGERS
ONLY**

(DOES NOT END THE CASE)

FILED
2019 MAR -1 PM 1:34
JULIE J ARMSTRONG
CLERK OF COURT
BY

Leonard T. Browne and Christopher N. Union,

Third Party Defendants.

Creekside, Inc.,

Third-Party Plaintiff,

v.

Christopher N. Union,

Third-Party Defendants.

American Residential Services, LLC,

Third-Party Plaintiff,

vs.

Victor Hugo Hernandez, Hernandez Electric,
LLC, Liliana Rojas Flores, Martin Barr d/b/a
Port City Structured Wiring, Keller Electric,
LLC, John Toolin d/b/a John F. Toolin Heating
and Air, Russell "Rusty" Hill d/b/a Rusty's
Heating & Air, and Warren Anderson,

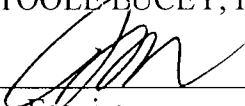
Third-Party Defendants.

Pursuant to SCRCP 41(a)(1) of the South Carolina Rules of Civil Procedure, all parties to this action hereby stipulate to the dismissal with prejudice of all claims, cross claims, and third party claims which were or may have been brought in this action against Defendant Kelly Flooring Products, Inc. d/b/a Carpet Baggers.

SIGNATURE PAGES TO FOLLOW

WE SO STIPULATE:

JUSTIN O'TOOLE LUCEY, P.A.



(with permission)
Justin Lucey, Esquire
Stephanie D. Drawdy, Esquire
415 Mill Street
Mount Pleasant, SC 29464

and

Edward D. Buckley, Jr., Esquire
Young Clement Rivers, LLP
P.O. Box 993
25 Calhoun Street, Suite 400
Charleston, SC 29402
Attorneys for Plaintiffs

WOMBLE CARLYLE SANDRIDGE & RICE, LLP



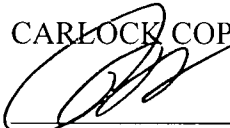
(with permission)
F. Cordes Ford IV, Esquire
Heather Chiovaro, Esquire
5 Exchange St.
P.O. Box 999
Charleston, SC 29402
***Attorneys for American Residential Services LLC d/b/a
ARS Rescue Rooter Charleston***

MURPHY & GRANTLAND, P.A.



(with permission)
Everett A. Kendall, II
Murphy & Grantland P.A.
4406B Forest Dr.
Columbia, SC 29206
Attorneys for Complete Building Corporations

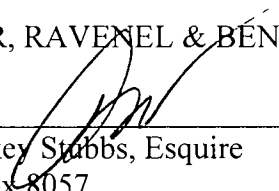
CARLOCK COPELAND & STAIR, LLP



(with permission)
R. Michael Ethridge, Esquire
Suzanne E. Deters, Esquire
Ethridge Law Group, LLC

P.O. Box 20969
Charleston, SC 29413
Attorneys for Liliana Rojas Flores

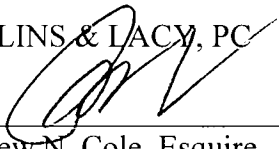
BAKER, RAVENEL & BENDER, LLP



(with permission)

S. Markey Stubbs, Esquire
P.O. Box 8057
Columbia, SC 29202-8057
Attorneys for Creekside, Inc.

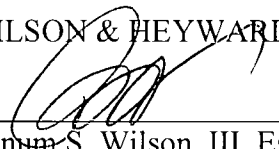
COLLINS & LACY, PC



(with permission)

Andrew N. Cole, Esquire
Christopher M. Adams, Esquire
P.O. Box 12487
Columbia, SC 29211
Attorneys for Tri County Roofing Inc.

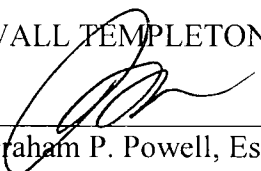
WILSON & HEYWARD, LLC



(with permission)

Bonum S. Wilson, III, Esquire
Brandon T. Reeser, Esquire
P.O. Box 13177
Charleston, SC 29422
Attorneys for Eloy Alonzo Vasquez
Miracle Siding LLC
Wilson Lucas Sales d/b/a Miracle Siding, LLC

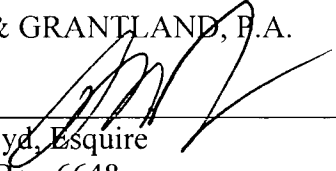
WALL TEMPLETON & HALDRUP, P.A



(with permission)

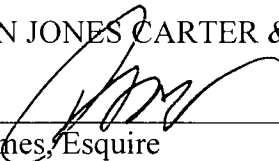
Graham P. Powell, Esquire
Stephanie Brown, Esquire
145 King Street, Suite 300 (29401)
Post Office Box 1200
Charleston, South Carolina 29402
Attorneys for Andersen Windows, Inc.

MURPHY & GRANTLAND, P.A.



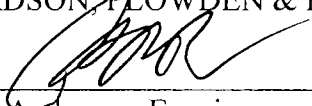
Brent M. Boyd, Esquire
Post Office Box 6648
Columbia, SC 29260
***Attorneys for Kelly Flooring Products,
Inc., D/B/A Carpet Baggers***

WILLSON JONES CARTER & BAXLEY, P.A.



(with permission)
Troy Thames, Esquire
421 Wando Park Boulevard, Suite 100
Mount Pleasant, SC 29464
Attorneys for Stanley's Vinyl Fence Designs

RICHARDSON, PLOWDEN & ROBINSON, P.A.



(with permission)
David A. Anderson, Esquire
Jasmine Wyman, Esquire
P.O. Drawer 7788
Columbia, SC 29202
Mosley Concrete

ROBERTSON HOLLINGSWORTH
MANOS & RAHN, LLC

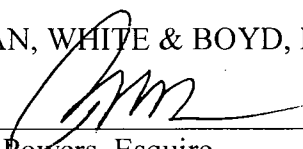


(with permission)
Michael E. Wright, Esquire
Dunn Hollingsworth, Esquire
550 King Street, Suite 300
Charleston, SC 29403

and

James H. Elliott, Jr
F. Heyward Grimball
Richardson, Plowden & Robinson, P.A.
P.O. Box 21203
Charleston, SC 29413
***Attorneys for Atlantic Building Construction Services, Inc.
n/k/a Atlantic Construction Services, Inc.***

GALLIVAN, WHITE & BOYD, P.A.

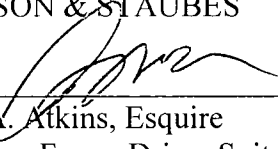


W. Duffie Powers, Esquire
R. Batten Farrar, Esquire
Carter Massingill, Esquire
P.O. Box 10589
Greenville, SC 29603

(with permission)

Attorneys for Tallent and Sons, Inc.

CLAWSON & STAUBES

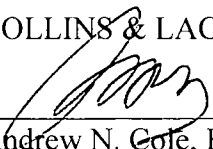


James A. Atkins, Esquire
126 Seven Farms Drive, Suite 200
Charleston SC, 29492-8144

(with permission)

Attorneys for W C Services, Inc.

COLLINS & LACY

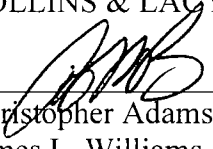


Andrew N. Cole, Esquire
P.O. Box 12487
Columbia, SC 29211

(with permission)

***Attorneys for JMC Construction, Inc.
and JMC Construction, LLC***

COLLINS & LACY, P.C

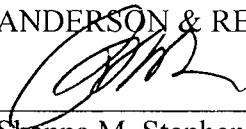


Christopher Adams, Esquire
James L. Williams, Esquire
P.O. Box 12487
Columbia, SC 2921

(with permission)

***Attorneys for Martin Barr d/b/a Port City
Structured Wiring***

ANDERSON & REYNOLDS LLC



Shanna M. Stephens, Esquire
Jonathan L. Anderson, Esquire
37 ½ Broad Street
P.O. Box 87

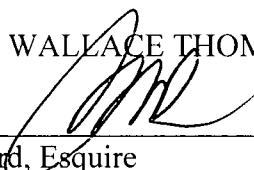
(with permission)

Charleston, SC 29401

and

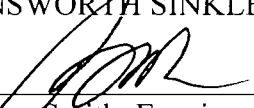
James H. Elliott, Jr., Esquire
Megan White, Esquire
Richardson, Plowden & Robinson, P.A.
P.O. Box 21203
Charleston, SC 29413
Attorneys for Keller Electric, LLC

FORD WALLACE THOMSON LLC



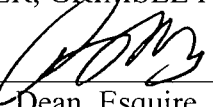
(with permission)
Ian Ford, Esquire
Hunter James, Esquire
Ainsley Tillman, Esquire
715 King Street
Charleston, SC 29403
Attorneys for John Toolin
d/b/a John F. Toolin Heat and Air

HAYNSWORTH SINKLER BOYD P.A.



(with permission)
Bachman Smith, Esquire
134 Meeting Street 3rd Floor
Charleston, SC 29401
Attorneys for Russell "Rusty" Hill
d/b/a Rusty's Heating & Air

TUPPER, GRIMESLEY, DEAN, & CANADAY



(with permission)
Erin D. Dean, Esquire
Post Office Box 2055
Beaufort, South Carolina 29901-2055
Attorneys for Warren Anderson

Barbara A. Wilson

From: Brent M. Boyd
Sent: Wednesday, February 06, 2019 9:08 AM
To: Barbara A. Wilson
Subject: FW: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)


Murphy & Grantland, P.A.
Brent M. Boyd, Esquire
bboyd@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260
803-782-4100 ext. 1210
803-454-1210 dd
803-782-4140 fax
www.murphygrantland.com



Please be advised that this e-mail and any files transmitted with it are confidential attorney-client communications or may otherwise be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Graham P. Powell <Graham.Powell@WallTempleton.com>
Sent: Monday, February 4, 2019 4:34 PM
To: Brent M. Boyd <bboyd@murphygrantland.com>
Cc: Stephanie Brown <Stephanie.Brown@WallTempleton.com>; John Dodds <John.Dodds@WallTempleton.com>; Sandra Schultz <Sandra.Schultz@WallTempleton.com>
Subject: RE: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)

Brent,

You may sign for me on behalf of Andersen.

Thanks,

-Graham

Graham P. Powell
Attorney

Telephone: (843) 329-9500
Facsimile: (843) 329-9501

Barbara A. Wilson

From: Brent M. Boyd
Sent: Wednesday, February 06, 2019 9:08 AM
To: Barbara A. Wilson
Subject: FW: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960) [GWB-IMANMAIN.FID521429]


Murphy & Grantland, P.A.
Brent M. Boyd, Esquire
bboyd@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260
803-782-4100 ext. 1210
803-454-1210 dd
803-782-4140 fax
www.murphygrantland.com



Please be advised that this e-mail and any files transmitted with it are confidential attorney-client communications or may otherwise be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Duffie Powers <dpowers@gwblawfirm.com>
Sent: Monday, February 4, 2019 4:34 PM
To: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: RE: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960) [GWB-IMANMAIN.FID521429]

I consent for Tallent & Sons.

Barbara A. Wilson

From: Brent M. Boyd
Sent: Wednesday, February 06, 2019 9:08 AM
To: Barbara A. Wilson
Subject: FW: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)


Murphy & Grantland, P.A.
Brent M. Boyd, Esquire
bboyd@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260
803-782-4100 ext. 1210
803-454-1210 dd
803-782-4140 fax
www.murphygrantland.com



Please be advised that this e-mail and any files transmitted with it are confidential attorney-client communications or may otherwise be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Troy Thames <tthames@wjlaw.net>
Sent: Monday, February 4, 2019 4:35 PM
To: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: RE: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)

You may sign for me.
Troy


**WILLSON JONES CARTER
& BAXLEY, P.A.**

G. Troy Thames, Attorney
tthames@wjlaw.net
421 Wando Park Boulevard, Suite 100
Mount Pleasant, South Carolina 29464
Phone: (843) 284-0832
Fax: (843) 606-3300
wjclaw.com

This message may be protected by the attorney/client privilege, attorney work product or other privileges. If you received this message in error, please send a reply, delete the message immediately and do not forward this message to any other person.

Barbara A. Wilson

From: Suzanne Deters <sdeters@ethridgelawgroup.com>
Sent: Monday, February 04, 2019 4:35 PM
To: Brent M. Boyd
Cc: Barbara A. Wilson; Linda Hambleton
Subject: RE: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)

Hi Brent – you have my permission to sign for me, but my signature block needs to be changed. Revisions in red below...

ETHRIDGE LAW GROUP, LLC

R. Michael Ethridge, Esquire
Suzanne E. Deters, Esquire
Ethridge Law Group, LLC
P.O. Box 20969
Charleston, SC 29413
Attorneys for Lilliana Rojas Flores

Thanks!

Suzanne E. Deters
Attorney | (843) 614-0152



Paralegal: Linda Hambleton | lhambleton@ethridgelawgroup.com

From: Brent M. Boyd <bboyd@murphygrantland.com>
Sent: Monday, February 4, 2019 4:32 PM
To: Laura Knight <lknight@lucey-law.com>
Cc: jlucey@lucey-law.com; sdrawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; Barbara A. Wilson <bawilson@murphygrantland.com>; Patricia P. Reconnu <preconnu@murphygrantland.com>; Mike Ethridge <methridge@ethridgelawgroup.com>; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; wmccravy@wilsonheyward.com; Rob M. Peele <rpeele@murphygrantland.com>; cramsey@bosticlaw.com; Graham Powell <Graham.Powell@walltempleton.com>; Sandra.Schultz@walltempleton.com; stephanie.brown@walltempleton.com; Suzanne Deters <sdeters@ethridgelawgroup.com>; mew@roblaw.net; JAtkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; shatch@clawsonandstaubes.com; dpowers@gwblawfirm.com; bfarrar@gwblawfirm.com; dbange@gwblawfirm.com; tthames@wjlaw.net; rlhutto@wjlaw.net; slbrock@wjlaw.net; tjefferson@collinsandlacy.com; cmassingill@gwblawfirm.com; EAK@swblaw.com; John.Dodds@walltempleton.com; David Anderson <danderson@richardsonplowden.com>; CLindler@richardsonplowden.com; rem@swblaw.com; prt@swblaw.com; rcampbell@collinsandlacy.com; chowes@richardsonplowden.com; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; Cordes.Ford@wbd-us.com; Heather.Chiovaro@wbd-us.com; Catherine.Anderson@wbd-us.com; leonardtbrowne@gmail.com; Sandie@fordwallace.com; Ian.Ford@fordwallace.com; Hunter.James@fordwallace.com; ainsley.tillman@fordwallace.com; sstephens@arslawsc.com;

Barbara A. Wilson

From: Brent M. Boyd
Sent: Wednesday, February 06, 2019 9:09 AM
To: Barbara A. Wilson
Subject: FW: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)


Murphy & Grantland, P.A.
Brent M. Boyd, Esquire
bboyd@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260
803-782-4100 ext. 1210
803-454-1210 dd
803-782-4140 fax
www.murphygrantland.com



Please be advised that this e-mail and any files transmitted with it are confidential attorney-client communications or may otherwise be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Erin Dean <ErinDean@tgdcpa.com>
Sent: Monday, February 4, 2019 4:41 PM
To: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: RE: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)

I consent on behalf of Warren Anderson. Lucky you!

Erin

From: Brent M. Boyd [<mailto:bboyd@murphygrantland.com>]
Sent: Monday, February 04, 2019 4:32 PM
To: Laura Knight <lknight@lucey-law.com>
Cc: jlucey@lucey-law.com; sdawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; Barbara A. Wilson <bawilson@murphygrantland.com>; Patricia P. Reconnu <preconnu@murphygrantland.com>; methridge@ethridgelawgroup.com; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; wmccravy@wilsonheyward.com; Rob M. Peele <rpeele@murphygrantland.com>; cramsey@bosticlaw.com; Graham Powell <Graham.Powell@walltempleton.com>; Sandra.Schultz@walltempleton.com;

Barbara A. Wilson

From: Brent M. Boyd
Sent: Wednesday, February 06, 2019 9:09 AM
To: Barbara A. Wilson
Subject: FW: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)


Murphy & Grantland, P.A.
Brent M. Boyd, Esquire
bboyd@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260
803-782-4100 ext. 1210
803-454-1210 dd
803-782-4140 fax
www.murphygrantland.com



Please be advised that this e-mail and any files transmitted with it are confidential attorney-client communications or may otherwise be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Chris Ramsey <cramsey@bosticlaw.com>
Sent: Monday, February 4, 2019 4:43 PM
To: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: Re: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)

I consent for Island Pointe and Chris Union.

Christopher M. Ramsey
The Bostic Law Group, P.A.
2236 Ashley Crossing Drive
Charleston, SC 29414

Barbara A. Wilson

From: Brent M. Boyd
Sent: Wednesday, February 06, 2019 9:10 AM
To: Barbara A. Wilson
Subject: FW: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)


Murphy & Grantland, P.A.
Brent M. Boyd, Esquire
bboyd@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260
803-782-4100 ext. 1210
803-454-1210 dd
803-782-4140 fax
www.murphygrantland.com



Please be advised that this e-mail and any files transmitted with it are confidential attorney-client communications or may otherwise be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Brandon Reeser <breeser@wilsonheyward.com>
Sent: Monday, February 4, 2019 5:06 PM
To: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: Re: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)

Brent,

Please sign for us with consent.

Brandon T. Reeser
Wilson & Heyward, LLC
924 Folly Road (29412)
Post Office Box 13177 (29422)
Charleston, South Carolina
Phone: 843-762-4567
Fax: 843-762-2345
breeser@wilsonheyward.com

Barbara A. Wilson

From: Brent M. Boyd
Sent: Wednesday, February 06, 2019 9:10 AM
To: Barbara A. Wilson
Subject: FW: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)


Murphy & Grantland, P.A.
Brent M. Boyd, Esquire
bboyd@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260
803-782-4100 ext. 1210
803-454-1210 dd
803-782-4140 fax
www.murphygrantland.com



Please be advised that this e-mail and any files transmitted with it are confidential attorney-client communications or may otherwise be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Shanna Stephens <ssstephens@arslawsc.com>
Sent: Monday, February 4, 2019 8:03 PM
To: Brent M. Boyd <bboyd@murphygrantland.com>
Cc: Laura Phillips <lphillips@arslawsc.com>; Jonathan L. Anderson <landerson@arslawsc.com>
Subject: RE: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)

You may sign on my behalf.

Shanna M. Stephens
Member



Anderson Reynolds & Stephens, LLC

37 ½ BROAD STREET, POST OFFICE BOX 87, CHARLESTON, SOUTH CAROLINA 29402
E-MAIL ssstephens@arslawsc.com TEL. 843-723-0185 FAX 843-405-0313

Confidentiality Notice:

Barbara A. Wilson

From: Brent M. Boyd
Sent: Friday, February 08, 2019 4:39 PM
To: Barbara A. Wilson
Subject: FW: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)

fyi


Murphy & Grantland, P.A.
Brent M. Boyd, Esquire
bboyd@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260
803-782-4100 ext. 1210
803-454-1210 dd
803-782-4140 fax
www.murphygrantland.com



Please be advised that this e-mail and any files transmitted with it are confidential attorney-client communications or may otherwise be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: SmithIV, Bachman <bsmithiv@hsblawfirm.com>
Sent: Friday, February 8, 2019 10:29 AM
To: Brent M. Boyd <bboyd@murphygrantland.com>
Cc: Moody, Mary <mmoody@hsblawfirm.com>
Subject: RE: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)

You may sign for me

**HAYNSWORTH
SINKLER BOYD**

Bachman S. Smith IV | Attorney
Direct 843.720.4427 | bsmithiv@hsblawfirm.com
Haynsworth Sinkler Boyd, P.A.
134 Meeting Street, 3rd Floor | Charleston, SC 29401
Main 843.722.3366 | Mobile 843.330.6042 | Fax 843.722.2266

Barbara A. Wilson

From: Brent M. Boyd
Sent: Sunday, February 10, 2019 6:37 PM
To: Barbara A. Wilson
Subject: FW: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)



Murphy & Grantland, P.A.

Brent M. Boyd, Esquire
bboyd@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260
803-782-4100 ext. 1210
803-454-1210 dd
803-782-4140 fax
www.murphygrantland.com

Please be advised that this e-mail and any files transmitted with it are confidential attorney-client communications or may otherwise be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Stubbs, Markey <mstubbs@brblegal.com>
Sent: Sunday, February 10, 2019 12:46 PM
To: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: RE: Palmetto Pointe at Peas Island, et al. vs. WC Services, Inc., et al. (M&G File No.: 1150-0960)

I consent

S. Markey Stubbs
D: (803) 343-3864
O: (803) 799-9091
mstubbs@brblegal.com

Barbara A. Wilson

From: Hunter James <hunter.james@fordwallace.com>
Sent: Wednesday, February 13, 2019 1:40 PM
To: Barbara A. Wilson
Subject: Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Barbara,

I consent as counsel for John Toolin. You may sign on my behalf.

Thanks,
Hunter

On Wed, Feb 13, 2019 at 1:38 PM Barbara A. Wilson <bawilson@murphygrantland.com> wrote:

Good afternoon,

We have not received your consent to the Stipulation of Dismissal, please respond as soon as you can. Thank you.

From: Brent M. Boyd <bboyd@murphygrantland.com>
Sent: Monday, February 4, 2019 4:32 PM
To: Laura Knight <lknight@lucy-law.com>
Cc: jlucy@lucy-law.com; sdrawdy@lucy-law.com; jevans@lucy-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; Barbara A. Wilson <bawilson@murphygrantland.com>; Patricia P. Reconnu <preconnu@murphygrantland.com>; methridge@ethridgelawgroup.com; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; wmccravy@wilsonheyward.com; Rob M. Peele <rpeele@murphygrantland.com>; cramsey@bosticlaw.com; Graham Powell <Graham.Powell@walltempleton.com>; Sandra.Schultz@walltempleton.com; stephanie.brown@walltempleton.com; sdeters@ethridgelawgroup.com; mew@roblaw.net; JAtkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; shatch@clawsonandstaubes.com; dpowers@gwblawfirm.com; bfarrar@gwblawfirm.com; dbange@gwblawfirm.com; tthames@wjlaw.net; rlhutto@wjlaw.net; slbrock@wjlaw.net; tjefferson@collinsandlacy.com; cmassingill@gwblawfirm.com; EAK@swblaw.com; John.Dodds@walltempleton.com; David Anderson <danderson@richardsonplowden.com>; CLindler@richardsonplowden.com; rem@swblaw.com; prt@swblaw.com; rcampbell@collinsandlacy.com; chowes@richardsonplowden.com; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; Cordes.Ford@wbd-us.com; Heather.Chiovaro@wbd-us.com; Catherine.Anderson@wbd-us.com; leonardtbrowne@gmail.com; Sandie@fordwallace.com; Ian.Ford@fordwallace.com; Hunter.James@fordwallace.com; ainsley.tillman@fordwallace.com; sstephens@arslawsc.com; landerson@arslawsc.com; lphillips@arslawsc.com; JWyman@richardsonplowden.com; SmithIV, Bachman <bsmithiv@hsblawfirm.com>; Moody, Mary <mmoody@hsblawfirm.com>;

Barbara A. Wilson

From: Adam Ribock <adam.ribock@mgclaw.com>
Sent: Wednesday, February 13, 2019 1:44 PM
To: Barbara A. Wilson
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Alderman was already dismissed. Please remove me from this list.



Adam Ribock, Attorney
adam.ribock@mgclaw.com
1320 Main Street, 10th Floor
Columbia, SC 29201
Main: 803-779-2300 | Direct: 803-227-2254 | Fax: 803-753-9085
VCARD

This electronic mail may contain information that is confidential, attorney/client and/or work product privileged, prepared in anticipation of litigation and/or exempt from disclosure under applicable law. This transmission is intended solely for the individual or entity designated above. If you are not the intended recipient, you should understand that any distribution, copying, or use of the information is unauthorized and strictly prohibited. If you have received this electronic mail in error, please immediately notify the sender and destroy all copies which you may have of this communication!

Please consider the environment before printing this email.

From: Barbara A. Wilson [mailto:bawilson@murphygrantland.com]
Sent: Wednesday, February 13, 2019 1:39 PM
To: lknight@lucey-law.com; jlucey@lucey-law.com; sdrawdy@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; cordes.ford@wbd-us.com; heather.chiovaro@wbd-us.com; Karla.lynes@wbd-us.com; canderson@wbd-us.com; Rett Kendall; sdeters@ethridgelawgroup.com; methridge@ethridgelawgroup.com; lhambleton@ethridgelawgroup.com; mdaniel@daniellawfirm.net; Adam Ribock; Trippett Boineau; Myra Rutland; Liz Davison; acole@collinsandlacy.com; adams@collinsandlacy.com; tjefferson@collinsandlacy.com; Carl Edwards; Stacey Monaco; Shannon Cerone; jmccue@collinsandlacy.com; eboyd@collinsandlacy.com; tjefferson@collinsandlacy.com; David Anderson; CHowes@RichardsonPlowden.com; jwyman@richardsonplowden.com; ddh@roblaw.net; mew@roblaw.net; tiffany.kelsey@roblaw.net; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; hellriott@richardsonplowden.com; CLankford@RichardsonPlowden.com; katondawson@parkerpoe.com; ajoyner@wilkeslaw.com; mwilkes@wilkeslaw.com; ACamp@wilkeslaw.com; jimwerner@parkerpoe.com; Johntamasitis@parkerpoe.com; sherrieellison@parkerpoe.com; barbaragzik@parkerpoe.com; jatkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; cadams@collinsandlacy.com; jwilliams@collinsandlacy.com; Ian.ford@fordwallace.com; Hunter.james@fordwallace.com; Sandie@FordWallace.com
Cc: Brent M. Boyd
Subject: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Good afternoon,

We have not received your consent to the Stipulation of Dismissal, please respond as soon as you can. Thank you.

From: Brent M. Boyd <bboyd@murphygrantland.com>
Sent: Monday, February 4, 2019 4:32 PM
To: Laura Knight <lknight@lucey-law.com>
Cc: jlucey@lucey-law.com; sdrawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com;

Barbara A. Wilson

From: Rett Kendall
Sent: Wednesday, February 13, 2019 1:47 PM
To: Barbara A. Wilson
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

You have my consent.

Rett



Murphy & Grantland, P.A.
Everett A. Kendall, II, Esquire
rkendall@murphygrantland.com
Post Office Box 6648
Columbia, South Carolina 29260
803-454-1232 (direct)
803-782-4100 (main)
803-782-4140 fax/803-454-1258
www.murphyandgrantland.com

Please be advised that this e-mail and any files transmitted with it are confidential attorney-client communications or may otherwise be privileged or confidential and are intended solely for the individual or entity to whom they are addressed. If you are not the intended recipient, please do not read, copy or retransmit this communication but destroy it immediately. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited.

From: Barbara A. Wilson <bawilson@murphygrantland.com>
Sent: Wednesday, February 13, 2019 1:39 PM
To: lknight@lucy-law.com; jlucy@lucy-law.com; sdrawdy@lucy-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; cordes.ford@wbd-us.com; heather.chiovaro@wbd-us.com; Karla.lynes@wbd-us.com; canderson@wbd-us.com; Rett Kendall <rkendall@murphygrantland.com>; sdeters@ethridgelawgroup.com; methridge@ethridgelawgroup.com; lhambleton@ethridgelawgroup.com; mdaniel@daniellawfirm.net; Adam.ribock@mgclaw.com; Trippett.boineau@mgclaw.com; mrutland@mgclaw.com; Elizabeth.davison@mgclaw.com; acole@collinsandlacy.com; adams@collinsandlacy.com; tjefferson@collinsandlacy.com; cedwards@mgclaw.com; Stacey.monaco@mgclaw.com; shannon.cerone@mgclaw.com; jmccue@collinsandlacy.com; eboyd@collinsandlacy.com; tjefferson@collinsandlacy.com; David Anderson <danderson@richardsonplowden.com>; CHowes@RichardsonPlowden.com; jwyman@richardsonplowden.com; ddh@roblaw.net; mew@roblaw.net; tiffany.kelsey@roblaw.net; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; hellriott@richardsonplowden.com; CLankford@RichardsonPlowden.com; katondawson@parkerpoe.com; ajoyner@wilkeslaw.com; mwilkes@wilkeslaw.com; ACamp@wilkeslaw.com; jimwerner@parkerpoe.com; Johntamasitis@parkerpoe.com; sherrieellison@parkerpoe.com; barbaragzik@parkerpoe.com; jatkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com;

Barbara A. Wilson

From: Laura Knight <lknight@lucey-law.com>
Sent: Wednesday, February 13, 2019 1:48 PM
To: Barbara A. Wilson
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Not sure if anyone responded but you can sign for us ☺

Thanks, Laura

From: Barbara A. Wilson <bawilson@murphygrantland.com>
Sent: Wednesday, February 13, 2019 1:39 PM
To: lknight@lucey-law.com; jlucey@lucey-law.com; sdrawdy@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; cordes.ford@wbd-us.com; heather.chiovaro@wbd-us.com; Karla.lynes@wbd-us.com; canderson@wbd-us.com; Rett Kendall <rkendall@murphygrantland.com>; sdeters@ethridgelawgroup.com; methridge@ethridgelawgroup.com; lhambleton@ethridgelawgroup.com; mdaniel@daniellawfirm.net; Adam.ribock@mgclaw.com; Trippett.boineau@mgclaw.com; mrutland@mgclaw.com; Elizabeth.davison@mgclaw.com; acole@collinsandlacy.com; adams@collinsandlacy.com; tjefferson@collinsandlacy.com; cedwards@mgclaw.com; Stacey.monaco@mgclaw.com; shannon.cerone@mgclaw.com; jmccue@collinsandlacy.com; eboyd@collinsandlacy.com; tjefferson@collinsandlacy.com; David Anderson <danderson@richardsonplowden.com>; CHowes@RichardsonPlowden.com; jwyman@richardsonplowden.com; ddh@roblaw.net; mew@roblaw.net; tiffany.kelsey@roblaw.net; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; hellriott@richardsonplowden.com; CLankford@RichardsonPlowden.com; katondawson@parkerpoe.com; ajoyner@wilkeslaw.com; mwilkes@wilkeslaw.com; ACamp@wilkeslaw.com; jimwerner@parkerpoe.com; Johntamasitis@parkerpoe.com; sherrieellison@parkerpoe.com; barbaragzik@parkerpoe.com; jatkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; cadams@collinsandlacy.com; jwilliams@collinsandlacy.com; lan.ford@fordwallace.com; Hunter.james@fordwallace.com; Sandie@FordWallace.com
Cc: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Good afternoon,

We have not received your consent to the Stipulation of Dismissal, please respond as soon as you can. Thank you.

From: Brent M. Boyd <bboyd@murphygrantland.com>
Sent: Monday, February 4, 2019 4:32 PM
To: Laura Knight <lknight@lucey-law.com>
Cc: jlucey@lucey-law.com; sdrawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; Barbara A. Wilson <bawilson@murphygrantland.com>; Patricia P. Reconnu <preconnu@murphygrantland.com>; methridge@ethridgelawgroup.com; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; wmccravy@wilsonheyward.com; Rob M. Peele <rpeele@murphygrantland.com>; cramsey@bosticlaw.com; Graham Powell <Graham.Powell@walltempleton.com>; Sandra.Schultz@walltempleton.com; stephanie.brown@walltempleton.com; sdeters@ethridgelawgroup.com; mew@roblaw.net; JAtkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; shatch@clawsonandstaubes.com; dpowers@gwblawfirm.com; bfarrar@gwblawfirm.com; dbange@gwblawfirm.com; tthames@wjlaw.net;

Barbara A. Wilson

From: Jasmine Wyman <JWyman@RichardsonPlowden.com>
Sent: Wednesday, February 13, 2019 2:56 PM
To: Barbara A. Wilson
Cc: David Anderson
Subject: Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

We consent.

Thanks,

Jasmine D. Wyman
Richardson, Plowden & Robinson, P. A.
(iPhone)

On Feb 13, 2019, at 2:38 PM, Barbara A. Wilson <bawilson@murphygrantland.com> wrote:

Good afternoon,

We have not received your consent to the Stipulation of Dismissal, please respond as soon as you can. Thank you.

From: Brent M. Boyd <bboyd@murphygrantland.com>
Sent: Monday, February 4, 2019 4:32 PM
To: Laura Knight <lknight@lucey-law.com>
Cc: jlucey@lucey-law.com; sdrawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; Barbara A. Wilson <bawilson@murphygrantland.com>; Patricia P. Reconnu <preconnu@murphygrantland.com>; methridge@ethridgelawgroup.com; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; wmccravy@wilsonheyward.com; Rob M. Peele <rpeele@murphygrantland.com>; cramsey@bosticlaw.com; Graham Powell <Graham.Powell@walltempleton.com>; Sandra.Schultz@walltempleton.com; stephanie.brown@walltempleton.com; sdeters@ethridgelawgroup.com; mew@roblaw.net; JAtkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; shatch@clawsonandstaubes.com; dpowers@gwblawfirm.com; bfarrar@gwblawfirm.com; dbange@gwblawfirm.com; tthames@wjlaw.net; rlhutto@wjlaw.net; slbrock@wjlaw.net; tjefferson@collinsandlacy.com; cmassingill@gwblawfirm.com; EAK@swblaw.com; John.Dodds@walltempleton.com; David Anderson <danderson@richardsonplowden.com>; CLindler@richardsonplowden.com; rem@swblaw.com; prrt@swblaw.com; rcampbell@collinsandlacy.com; chowes@richardsonplowden.com; jelliott@richardsonplowden.com; fhgrimbail@richardsonplowden.com; sgladden@richardsonplowden.com; Cordes.Ford@wbd-us.com; Heather.Chiovaro@wbd-us.com; Catherine.Anderson@wbd-us.com; leonardtrowne@gmail.com; Sandie@fordwallace.com; Ian.Ford@fordwallace.com; Hunter.James@fordwallace.com; ainsley.tillman@fordwallace.com; sstephens@arslawsc.com; landerson@arslawsc.com; lphillips@arslawsc.com; JWyman@richardsonplowden.com; SmithIV, Bachman <bsmithiv@hsblawfirm.com>; Moody, Mary <mmoody@hsblawfirm.com>; MWhite@richardsonplowden.com; lhambleton@ethridgelawgroup.com; erindean@tgdcpa.com; JCANADAY@tgdcpa.com; courtney.tepera@fordwallace.com; CLankford@richardsonplowden.com; jwilliams@collinsandlacy.com; drk@swblaw.com;

Barbara A. Wilson

From: Christopher Adams <cadams@collinsandlacy.com>
Sent: Wednesday, February 13, 2019 3:06 PM
To: Barbara A. Wilson
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

You have consent to sign for me on behalf of Port City Structured Wiring.

Thanks
Chris

From: Barbara A. Wilson <bawilson@murphygrantland.com>
Sent: Wednesday, February 13, 2019 1:39 PM
To: laura knight <lknight@lucey-law.com>; jlucey@lucey-law.com; sdrawdy@lucey-law.com; ebuckley@ycrlaw.com; ademato@ycrlaw.com; cordes.ford@wbd-us.com; heather.chiovaro@wbd-us.com; Karla.lynes@wbd-us.com; canderson@wbd-us.com; Rett Kendall <rkendall@murphygrantland.com>; sdeters@ethridgelawgroup.com; methridge@ethridgelawgroup.com; Linda Hambleton <lhambleton@ethridgelawgroup.com>; mdaniel@daniellawfirm.net; Adam.ribock@mgclaw.com; Trippett.boineau@mgclaw.com; Myra Rutland <mrutland@mgclaw.com>; Elizabeth.davison@mgclaw.com; Andrew Cole <acole@collinsandlacy.com>; adams@collinsandlacy.com; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; cedwards@mgclaw.com; Stacey.monaco@mgclaw.com; shannon.cerone@mgclaw.com; Joey McCue <jmccue@collinsandlacy.com>; Elaine M. Boyd <eboyd@collinsandlacy.com>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; David Anderson <danderson@richardsonplowden.com>; CHowes@RichardsonPlowden.com; jwyman@richardsonplowden.com; ddh@roblaw.net; Michael Wright <mew@roblaw.net>; Tiffany Kelsey <tiffany.kelsey@roblaw.net>; jelliott@richardsonplowden.com; fhgrimbail@richardsonplowden.com; sgladden@richardsonplowden.com; helliott@richardsonplowden.com; CLankford@RichardsonPlowden.com; katondawson@parkerpoe.com; ajoyner@wilkeslaw.com; mwilkes@wilkeslaw.com; ACamp@wilkeslaw.com; jimwerner@parkerpoe.com; Johntamasitis@parkerpoe.com; sherrieellison@parkerpoe.com; barbaragzik@parkerpoe.com; Jim Atkins <Jatkins@clawsonandstaubes.com>; khunt@clawsonandstaubes.com; Christopher Adams <cadams@collinsandlacy.com>; James L. Williams <jwilliams@collinsandlacy.com>; Ian.ford@fordwallace.com; Hunter.james@fordwallace.com; Sandie@FordWallace.com
Cc: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Good afternoon,

We have not received your consent to the Stipulation of Dismissal, please respond as soon as you can. Thank you.

From: Brent M. Boyd <bboyd@murphygrantland.com>
Sent: Monday, February 4, 2019 4:32 PM
To: Laura Knight <lknight@lucey-law.com>
Cc: jlucey@lucey-law.com; sdrawdy@lucey-law.com; jevans@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; acole@collinsandlacy.com; cadams@collinsandlacy.com; mstubbs@brblegal.com; Barbara A. Wilson <bawilson@murphygrantland.com>; Patricia P. Reconnu <preconnu@murphygrantland.com>; methridge@ethridgelawgroup.com; bwilson@wilsonheyward.com; breeser@wilsonheyward.com; wmccravy@wilsonheyward.com; Rob M. Peele <rpeele@murphygrantland.com>; cramsey@bosticlaw.com; Graham Powell <Graham.Powell@walltempleton.com>; Sandra.Schultz@walltempleton.com;

Barbara A. Wilson

From: Chiovaro, Heather <Heather.Chiovaro@wbd-us.com>
Sent: Thursday, February 14, 2019 10:21 AM
To: Barbara A. Wilson; Brent M. Boyd
Cc: Ford, Cordes
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)
Attachments: Stipulation of Dismissal with Kelly Flooring.pdf

You may sign for me on behalf of ARS.
Heather

Heather Chiovaro
Attorney at Law
Womble Bond Dickinson (US) LLP

d: 843-720-4630
e: Heather.Chiovaro@wbd-us.com

5 Exchange Street
PO Box 999 (29402)
Charleston, SC 29401



womblebondddickinson.com



This email is sent for and on behalf of Womble Bond Dickinson (US) LLP. Womble Bond Dickinson (US) LLP is a member of Womble Bond Dickinson (International) Limited, which consists of independent and autonomous law firms providing services in the US, the UK, and elsewhere around the world. Each Womble Bond Dickinson entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Womble Bond Dickinson entity. Womble Bond Dickinson (International) Limited does not practice law. Please see www.womblebondddickinson.com/us/legal-notice for further details.

From: Barbara A. Wilson [<mailto:bawilson@murphygrantland.com>]
Sent: Wednesday, February 13, 2019 1:39 PM
To: lknight@lucey-law.com; jlucey@lucey-law.com; sdrawdy@lucey-law.com; ebuckley@yclaw.com; ADemato@yclaw.com; Ford, Cordes; Chiovaro, Heather; Lynes, Karla; canderson@wbd-us.com; Rett Kendall; sdeters@ethridgelawgroup.com; methridge@ethridgelawgroup.com; lhambleton@ethridgelawgroup.com; mdaniel@daniellawfirm.net; Adam.ribock@mgclaw.com; Trippett.boineau@mgclaw.com; mrutland@mgclaw.com; Elizabeth.davison@mgclaw.com; acole@collinsandlacy.com; adams@collinsandlacy.com; tjefferson@collinsandlacy.com; cedwards@mgclaw.com; Stacey.monaco@mgclaw.com; shannon.cerone@mgclaw.com; jmccue@collinsandlacy.com; eboyd@collinsandlacy.com; tjefferson@collinsandlacy.com; David Anderson; CHowes@RichardsonPlowden.com; jwyman@richardsonplowden.com; ddh@roblaw.net; mew@roblaw.net; tiffany.kelsey@roblaw.net; jelliott@richardsonplowden.com; fhgrimbball@richardsonplowden.com; sgladden@richardsonplowden.com; helliott@richardsonplowden.com; CLankford@RichardsonPlowden.com; katondawson@parkerpoe.com; ajoyner@wilkeslaw.com; mwilkes@wilkeslaw.com; ACamp@wilkeslaw.com; jimwerner@parkerpoe.com; Johntamasitis@parkerpoe.com; sherrieellison@parkerpoe.com; barbaragzik@parkerpoe.com; jatkings@clawsonandstaubes.com; khunt@clawsonandstaubes.com; cadams@collinsandlacy.com; jwilliams@collinsandlacy.com; Ian.ford@fordwallace.com; Hunter.james@fordwallace.com; Sandie@FordWallace.com
Cc: Brent M. Boyd
Subject: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Barbara A. Wilson

From: Suzanne Deters <sdeters@ethridgelawgroup.com>
Sent: Thursday, February 14, 2019 12:00 PM
To: Barbara A. Wilson
Cc: Linda Hambleton
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

I consent, but you need to update the signature block for us. Mike and I are with Ethridge Law Group, LLC – and we represent Liliana Rojas Flores.

Thanks,

Suzanne E. Deters
Attorney | (843) 614-0152



Paralegal: Linda Hambleton | lhambleton@ethridgelawgroup.com

From: Barbara A. Wilson <bawilson@murphygrantland.com>
Sent: Wednesday, February 13, 2019 1:39 PM
To: lknight@lucy-law.com; jlucy@lucy-law.com; sdrawdy@lucy-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; cordes.ford@wbd-us.com; heather.chiovaro@wbd-us.com; Karla.lynes@wbd-us.com; canderson@wbd-us.com; Rett Kendall <rkendall@murphygrantland.com>; Suzanne Deters <sdeters@ethridgelawgroup.com>; Mike Ethridge <methridge@ethridgelawgroup.com>; Linda Hambleton <LHambleton@ethridgelawgroup.com>; mdaniel@daniellawfirm.net; Adam.ribock@mgclaw.com; Trippett.boineau@mgclaw.com; mrutland@mgclaw.com; Elizabeth.davison@mgclaw.com; acole@collinsandlacy.com; adams@collinsandlacy.com; tjefferson@collinsandlacy.com; cedwards@mgclaw.com; Stacey.monaco@mgclaw.com; shannon.cerone@mgclaw.com; jmccue@collinsandlacy.com; eboyd@collinsandlacy.com; tjefferson@collinsandlacy.com; David Anderson <danderson@richardsonplowden.com>; CHowes@RichardsonPlowden.com; jwyman@richardsonplowden.com; ddh@roblaw.net; mew@roblaw.net; tiffany.kelsey@roblaw.net; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; hellriott@richardsonplowden.com; CLankford@RichardsonPlowden.com; katondawson@parkerpoe.com; ajoyner@wilkeslaw.com; mwilkes@wilkeslaw.com; ACamp@wilkeslaw.com; jimwerner@parkerpoe.com; Johntamasitis@parkerpoe.com; sherrieellison@parkerpoe.com; barbaragzik@parkerpoe.com; jatkins@clawsonandstaubes.com; khunt@clawsonandstaubes.com; cadams@collinsandlacy.com; jwilliams@collinsandlacy.com; lan.ford@fordwallace.com; Hunter.james@fordwallace.com; Sandie@FordWallace.com
Cc: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Good afternoon,

We have not received your consent to the Stipulation of Dismissal, please respond as soon as you can. Thank you.

Barbara A. Wilson

From: Gzik, Barbara A. <barbaragzik@parkerpoe.com>
Sent: Thursday, February 14, 2019 5:56 PM
To: Barbara A. Wilson; lknight@lucey-law.com; jlucey@lucey-law.com; sdrawdy@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; cordes.ford@wbd-us.com; heather.chiovaro@wbd-us.com; Karla.lynes@wbd-us.com; canderson@wbd-us.com; Rett Kendall; sdeters@ethridgelawgroup.com; methridge@ethridgelawgroup.com; lhambleton@ethridgelawgroup.com; mdaniel@daniellawfirm.net; Adam.ribock@mgclaw.com; Trippett.boineau@mgclaw.com; mrutland@mgclaw.com; Elizabeth.davison@mgclaw.com; acole@collinsandlacy.com; adams@collinsandlacy.com; tjefferson@collinsandlacy.com; cedwards@mgclaw.com; Stacey.monaco@mgclaw.com; shannon.cerone@mgclaw.com; jmcclue@collinsandlacy.com; eboyd@collinsandlacy.com; tjefferson@collinsandlacy.com; David Anderson; CHowes@RichardsonPlowden.com; jwyman@richardsonplowden.com; ddh@roblaw.net; mew@roblaw.net; tiffany.kelsey@roblaw.net; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; helliot@richardsonplowden.com; CLankford@RichardsonPlowden.com; Dawson, Jr., Katon E.; ajoyner@wilkeslaw.com; mwilkes@wilkeslaw.com; ACamp@wilkeslaw.com; Werner, James L.; Tamasitis, John G.; Ellison, Sherrie R.; jatkings@clawsonandstaubes.com; khunt@clawsonandstaubes.com; cadams@collinsandlacy.com; jwilliams@collinsandlacy.com; Ian.ford@fordwallace.com; Hunter.james@fordwallace.com; Sandie@FordWallace.com
Cc: Brent M. Boyd
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Please remove James Werner, John Tamasitis, Katon Dawson, Sherrie Ellison and me from you email distribution lists and the Stipulation of Dismissal in question. Our client CertainTeed Corporation has settled out of this case and a dismissal was filed. Thank you.

Barbara for JLW/JGT, KED, and SRC

Barbara Gzik

Legal Professional Assistant



1221 Main Street | Suite 1100 | Columbia, SC 29201
Office: 803.253.8652 | Fax: 803.255.8017 | [map](#)

Visit our website at
www.parkerpoe.com

From: Barbara A. Wilson [mailto:bawilson@murphygrantland.com]
Sent: Wednesday, February 13, 2019 1:39 PM
To: lknight@lucey-law.com; jlucey@lucey-law.com; sdrawdy@lucey-law.com; ebuckley@ycrlaw.com; ADemato@ycrlaw.com; cordes.ford@wbd-us.com; heather.chiovaro@wbd-us.com; Karla.lynes@wbd-us.com; canderson@wbd-us.com; Rett Kendall; sdeters@ethridgelawgroup.com; methridge@ethridgelawgroup.com; lhambleton@ethridgelawgroup.com; mdaniel@daniellawfirm.net; Adam.ribock@mgclaw.com; Trippett.boineau@mgclaw.com; mrutland@mgclaw.com; Elizabeth.davison@mgclaw.com; acole@collinsandlacy.com;

Barbara A. Wilson

From: Andrew Cole <acole@collinsandlacy.com>
Sent: Friday, February 15, 2019 9:22 AM
To: Barbara A. Wilson
Cc: Tarsha M. Jefferson; Richelle Campbell; Joey McCue; Christopher Adams; James L. Williams
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Barbara,

You may sign the proposed stipulation on my behalf for both Tri-County and JMC Construction.

Gale Contractors, who Joey McCue represented, settled out of this case soon after the first round of mediation in late January 2018. Gale has been dismissed from this case and no longer participating for a while. You can remove that signature line from your stipulation.

- Andrew

From: Barbara A. Wilson <bawilson@murphygrantland.com>
Sent: Wednesday, February 13, 2019 1:39 PM
To: laura knight <lknight@lucey-law.com>; jlucey@lucey-law.com; sdrawdy@lucey-law.com; ebuckley@ycrlaw.com; ademato@ycrlaw.com; cordes.ford@wbd-us.com; heather.chiovaro@wbd-us.com; Karla.lynes@wbd-us.com; canderson@wbd-us.com; Rett Kendall <rkendall@murphygrantland.com>; sdeters@ethridgelawgroup.com; methridge@ethridgelawgroup.com; Linda Hambleton <lhambleton@ethridgelawgroup.com>; mdaniel@daniellawfirm.net; Adam.ribock@mgclaw.com; Trippett.boineau@mgclaw.com; Myra Rutland <mrutland@mgclaw.com>; Elizabeth.davison@mgclaw.com; Andrew Cole <acole@collinsandlacy.com>; adams@collinsandlacy.com; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; cedwards@mgclaw.com; Stacey.monaco@mgclaw.com; shannon.cerone@mgclaw.com; Joey McCue <jmccue@collinsandlacy.com>; Elaine M. Boyd <eboyd@collinsandlacy.com>; Tarsha M. Jefferson <tjefferson@collinsandlacy.com>; David Anderson <danderson@richardsonplowden.com>; CHowes@RichardsonPlowden.com; jwyman@richardsonplowden.com; ddh@roblaw.net; Michael Wright <mew@roblaw.net>; Tiffany Kelsey <tiffany.kelsey@roblaw.net>; jelliott@richardsonplowden.com; fhgrimbail@richardsonplowden.com; sgladden@richardsonplowden.com; helliott@richardsonplowden.com; CLankford@RichardsonPlowden.com; katondawson@parkerpoe.com; ajoyner@wilkeslaw.com; mwilkes@wilkeslaw.com; ACamp@wilkeslaw.com; jimwerner@parkerpoe.com; Johntamasitis@parkerpoe.com; sherrieellison@parkerpoe.com; barbaragzik@parkerpoe.com; Jim Atkins <Jatkins@clawsonandstaubes.com>; khunt@clawsonandstaubes.com; Christopher Adams <cadams@collinsandlacy.com>; James L. Williams <jwilliams@collinsandlacy.com>; Ian.ford@fordwallace.com; Hunter.james@fordwallace.com; Sandie@FordWallace.com
Cc: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Good afternoon,

We have not received your consent to the Stipulation of Dismissal, please respond as soon as you can. Thank you.

From: Brent M. Boyd <bboyd@murphygrantland.com>
Sent: Monday, February 4, 2019 4:32 PM

Barbara A. Wilson

From: Michael Wright <mew@roblaw.net>
Sent: Wednesday, February 20, 2019 12:53 PM
To: Barbara A. Wilson; Dunn Hollingsworth; Tiffany Kelsey; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; hellriott@richardsonplowden.com; CLankford@RichardsonPlowden.com; jatkings@clawsonandstaubes.com; khunt@clawsonandstaubes.com
Cc: Brent M. Boyd
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Barbara:

As counsel for Atlantic, I consent to the dismissal and you may sign with my authority.

With regards,



Michael E. Wright, Esq. - Partner
ROBERTSON HOLLINGSWORTH MANOS & RAHN, LLC
550 King Street, Suite 300
Charleston, SC 29403
Tel: 843.723.6470
Fax: 843.853.9045
mew@roblaw.net
www.roblaw.net

"To the extent that this message is an effort to collect a consumer debt, you are hereby notified that this is a communication from a debt collector and that all information provided in response to this message may be used for debt collection purposes."

"ATTORNEY-CLIENT PRIVILEGED; DO NOT FORWARD WITHOUT PERMISSION." The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or by replying to this message and destroy all copies of this message and all attachments.

From: Barbara A. Wilson <bawilson@murphygrantland.com>
Sent: Wednesday, February 20, 2019 10:59 AM
To: Dunn Hollingsworth <ddh@roblaw.net>; Michael Wright <mew@roblaw.net>; Tiffany Kelsey <Tiffany.Kelsey@roblaw.net>; jelliott@richardsonplowden.com; fhgrimball@richardsonplowden.com; sgladden@richardsonplowden.com; hellriott@richardsonplowden.com; CLankford@RichardsonPlowden.com; jatkings@clawsonandstaubes.com; khunt@clawsonandstaubes.com
Cc: Brent M. Boyd <bboyd@murphygrantland.com>
Subject: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Barbara A. Wilson

From: Heyward Grimball <FHGrimball@RichardsonPlowden.com>
Sent: Wednesday, February 20, 2019 9:37 PM
To: 'Michael Wright'; Barbara A. Wilson; Dunn Hollingsworth; Tiffany Kelsey; James Elliott; Susan Gladden; Helen Elliott; Caroline Lankford; jatkings@clawsonandstaubes.com; khunt@clawsonandstaubes.com
Cc: Brent M. Boyd
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

As do James and I, if you feel you need our consent as well for Atlantic.

Regards,

F. Heyward Grimball
RICHARDSON, PLOWDEN & ROBINSON, PA
235 Magrath Darby Boulevard, Suite 100
Mount Pleasant, SC 29464
843-805-6550 (office)
843-437-8977 (cell)

From: Michael Wright [mailto:mew@roblaw.net]
Sent: Wednesday, February 20, 2019 12:53 PM
To: Barbara A. Wilson; Dunn Hollingsworth; Tiffany Kelsey; James Elliott; Heyward Grimball; Susan Gladden; Helen Elliott; Caroline Lankford; jatkings@clawsonandstaubes.com; khunt@clawsonandstaubes.com
Cc: Brent M. Boyd
Subject: RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

Barbara:

As counsel for Atlantic, I consent to the dismissal and you may sign with my authority.

With regards,



Michael E. Wright, Esq. - Partner
ROBERTSON HOLLINGSWORTH MANOS & RAHN, LLC
550 King Street, Suite 300
Charleston, SC 29403
Tel: 843.723.6470
Fax: 843.853.9045

Barbara A. Wilson

From: Jim Atkins <JAtkins@clawsonandstaubes.com>
Sent: Wednesday, February 27, 2019 9:50 AM
To: Barbara A. Wilson
Cc: Kellie Hunt; Brent M. Boyd
Subject: Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., et al. v. Kelly Flooring, Products, Inc. d/b/a Carpet Baggers (M&G File No. 1800-0161)

You have permission to sign on my behalf

Sent from my iPhone -- Please excuse brevity and typos

On Feb 27, 2019, at 9:33 AM, Barbara A. Wilson <bawilson@murphygrantland.com> wrote:

Good morning Mr. Atkins,

Attached please find a copy of the proposed Stipulation of Dismissal with Kelly Flooring Products, Inc. d/b/a Carpet Baggers Only for your review. We have received permission from all parties, with the exception of your permission. Please let Brent know if there are any issues with the Stipulation of Dismissal. Thank you.

<Stipulation of Dismissal with Kelly Flooring.pdf>

Total Control Panel

[Login](#)

To: bawilson@murphygrantland.com [Remove](#) this sender from my allow list

From: jatkins@clawsonandstaubes.com

You received this message because the sender is on your allow list.



Brent M. Boyd
Direct dial 803-454-1210
bboyd@murphygrantland.com

February 27, 2019

Honorable Julie J. Armstrong, Clerk
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., and Elizabeth A. Bushey, individually, and one behalf of all others similarly situated, v. Island Pointe, LLC, Leonard T. Browne, Complete Building Corporation, Tri-County Roofing, Inc., Creekside, Inc., American Residential Services, LLC d/b/a /Rescue Rooter Charleston, Andersen Windows, Inc., Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc., Christopher N. Union, Builder Services Group, Inc. d/b/a Gale Contractor Services, Novus Architects, Inc., f/k/a SGM Architects, Inc., Tallent and Sons, Inc., W C Services, Inc., CRG Engineering, Inc., Certainteed Corporation, Kelly Flooring Products, Inc., d/b/a Carpet Baggers, and John Doe 1-60
Civil Action No.: 2015-CP-10-0955
M&G File No.: 1800-0161

Dear Ms. Armstrong:

Enclosed please find an original and one (1) copy of a Stipulation of Dismissal with Prejudice of Kelly Flooring Products, Inc. d/b/a Carpet Baggers' Only (Does Not End the Case), in connection with this matter. Please file the original of record and return the clocked copy in the self-addressed stamped envelope.

By copy of this correspondence, I hereby serve counsel of record with a copy of same.

With kind regards, I am

Sincerely,

A handwritten signature in black ink, appearing to be 'B. Boyd', written over the printed name 'Brent M. Boyd'.

Brent M. Boyd

BMB/baw
Enclosures

cc: Counsel of Record (w/enclosures)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., and Jack
Love, Individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

Island Pointe, LLC; Complete Building
Corporation; Tri-County Roofing, Inc.;
Creekside, Inc.; American Residential Services,
LLC D/B/A ARS Rescue Rooter Charleston;
Andersen Windows, Inc.; Atlantic Building
Construction Services, Inc. N/K/A Atlantic
Construction Services, Inc.; Builder Services
Group, Inc. D/B/A Gale Contractor Services;
Novus Architects, Inc., F/K/A SGM Architects,
Inc.; Tallent And Sons, Inc.; W C Services, Inc.;
CRG Engineering, Inc.; CertainTeed
Corporation; Kelly Flooring Products, Inc.,
D/B/A Carpet Baggers; Cornerstone
Construction And Mark Malloy D/B/A
Cornerstone Construction; Miracle Siding, LLC
And Wilson Lucas Sales D/B/A Miracle Siding,
LLC; Mark Palpoint A/K/A Micah Palpoint;
Elroy Alonzo Vasquez; Chris A/K/A John Doe
61; Alderman Construction; Stanley's Vinyl
Fence Designs; Cohen's Drywall Company, Inc.;
Mosely Concrete; Hand A Framing
Construction, LLC A/K/A H&A Framing
Construction, LLC And D/B/A Hand A Framing,
LLC, H&A Construction, And Hand A
Construction; JMC Construction, Inc.; JMC
Construction, LLC; John Doe 1-15,

Defendants.

) IN THE COURT OF COMMON PLEAS

)

) FOR THE NINTH JUDICIAL CIRCUIT

) CASE NO. 2015-CP-10-00955

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

**STIPULATION OF DISMISSAL
WITH PREJUDICE
(CBC CROSS-CLAIMS AGAINST
ANDERSEN WINDOWS INC. ONLY)**

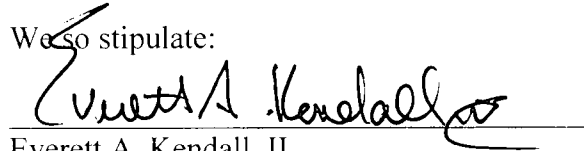
(DOES NOT END CASE)

FILED
2019 MAY -7 PM 4:18
JULIE J. ARMSTRONG
CLERK OF COURT
PY 6

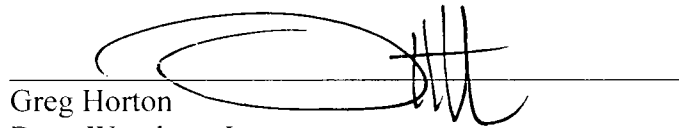
PLEASE TAKE NOTICE that pursuant to Rule 41(a)(1)(B) of the South Carolina Rules of Civil Procedure Defendant Complete Building Corporation hereby stipulates to the voluntary dismissal

of its claims against Andersen Windows, Inc. asserted in this matter *with prejudice*. This Stipulation does not end this case.

We so stipulate:

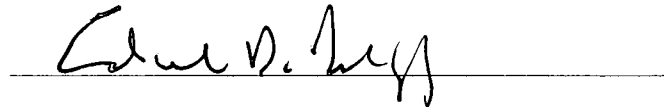


Everett A. Kendall, II
Brent Boyd
Murphy & Grantland, P.A.
Post Office Box 6648
Columbia, South Carolina 29260
rkendall@murphygrantland.com
Attorneys For Complete Building Corporation



Greg Horton
Dana Woodrum Lang
Womble Bond Dickinson LLP
5 Exchange Street, Charleston, SC 29401
Greg.horton@wbd-us.com
Dana.lang@wbd-us.com
Attorneys for Andersen Windows, Inc.

We consent:

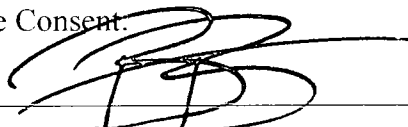


Justin O'Toole Lucey
Stephanie D. Drawdy
Joshua Evans
Justin O'Toole Lucey, P.A.
415 Mill Street
Mt. Pleasant, South Carolina 29464
jlucey@lucey-law.com
sdrawdy@lucey-law.com
jevans@lucey-law.com

Edward D. Buckley, Jr.
Young Clement Rivers, LLP
Post Office Box 993
Charleston, South Carolina 29402
ebuckley@ycrlaw.com

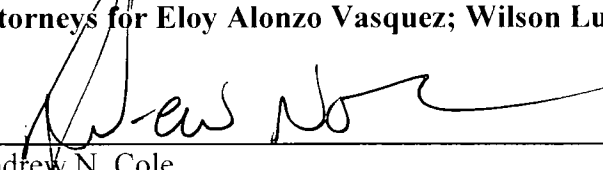
Attorneys for Plaintiffs

We Consent.



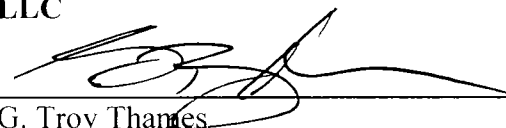
Bonum S. Wilson, III
Brandon T. Reeser
Wilson & Heyward, LLC
Post Office Box 13177
Charleston, South Carolina 29422
bwilson@wilsonheyward.com
breeser@wilsonheyward.com

Attorneys for Eloy Alonzo Vasquez; Wilson Lucas Sales d/b/a Miracle Siding, LLC

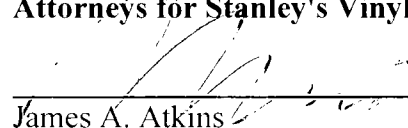
 5-7-2019

Andrew N. Cole
Collins and Lacey
Post Office Box 12487
Columbia, South Carolina 29211
acole@collinsandlacy.com

Attorneys for Tri-County Roofing, Inc.; JMC Construction, Inc. and JMC Construction, LLC



G. Troy Thames
Willson, Jones, Carter & Baxley, PA
421 Wando Park Blvd., Suite 100
Mt. Pleasant, South Carolina 29464
tthames@wjlaw.net
Attorneys for Stanley's Vinyl Fence Designs



James A. Atkins
Clawson and Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, South Carolina 29492-8144
jatkings@clawsonandstaubes.com
Attorneys for WC Services, Inc.

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-10-00955

Palmetto Pointe at Peas Island Condominium
Property Owners Association, et al.

Island Pointe, LLC, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41, SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Palmetto Pointe at Peas Island Condominium Property Owners Association and Jack Love, individually, and on behalf of all similarly situated	Complete Building Corporation	\$7,000,000.00
Palmetto Pointe at Peas Island Condominium Property Owners Association and Jack Love, individually, and on behalf of all similarly situated	TriCounty Roofing	\$7,000,000.00

JBM/1

FILED
2019 MAY 16 PM 4:00
JULIE J. ARMSTRONG
CLERK OF COURT

Palmetto Pointe at Peas Island Condominium Property Owners Association and Jack Love, individually, and on behalf of all similarly situated	Wilson Lucas Sales d/b/a Miracle Siding, LLC	\$325,000.00
Palmetto Pointe at Peas Island Condominium Property Owners Association and Jack Love, individually, and on behalf of all similarly situated	Eloy Vasquez	\$325,000.00
WC Services, Inc.	Palmetto Pointe at Peas Island Condominium Property Owners Association and Jack Love, individually, and on behalf of all similarly situated	N/A
Indemnity Claim:		
Complete Building Corporation	TriCounty Roofing	\$1,000.00
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	2764	5/16/19
Circuit Court Judge	Judge Code	Date

JBM/2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
PALMETTO POINTE AT PEAS	)	CASE NO. 2015-CP-10-0955
ISLAND CONDOMINIUM PROPERTY	)	
OWNERS ASSOCIATION, INC. AND	)	
JACK LOVE, INDIVIDUALLY, AND	)	
ON BEHALF OF ALL OTHERS	)	
SIMILARLY SITUATED,	)	
	)	
	)	
PLAINTIFFS,	)	
	)	
vs.	)	VERDICT FORM
	)	
COMPLETE BUIDLING CORP., ET AL,	)	
	)	
DEFENDANTS.	)	
	)	

1) We, the jury, find for the Plaintiffs against the following Defendants on the cause of action for Breach of Implied Warranty (select all that apply):

a)	☒ Yes / No (Circle one)	Complete Building Corporation;
b)	☒ Yes / No (Circle one)	TriCounty Roofing;
c)	Yes / ☒ No (Circle one)	WC Services;
d)	☒ Yes / No (Circle one)	Wilson Lucas Sales d/b/a Miracle Siding;
e)	☒ Yes / No (Circle one)	Eloy Vasquez.

2) We, the jury, find for the Plaintiffs against the following Defendants on the cause of action for Negligence (select all that apply):

a)	☒ Yes / No (Circle one)	Complete Building Corporation;
b)	☒ Yes / No (Circle one)	TriCounty Roofing;

- c) Yes / ☒ No (Circle one) WC Services;
- d) ☒ Yes / No (Circle one) Wilson Lucas Sales d/b/a Miracle Siding;
- e) ☒ Yes / No (Circle one) Eloy Vasquez.

(Answer next questions only if one or more subparts in the first two (2) questions were found in favor of the Plaintiffs)

- 3) If the answer to any of the subparts to the foregoing two (2) questions is in favor of the Plaintiffs, set forth below your award of damages to the Plaintiffs:

(\$ 6,544,444.00)

- 4) If you find through clear and convincing evidence that any of the Defendants acted with gross negligence, or with conscious or reckless disregard for Plaintiffs' rights, so indicate by circling Yes below. Otherwise, circle No below:

- a) ☒ Yes / No (Circle one) Complete Building Corporation;
- b) ☒ Yes / No (Circle one) TriCounty Roofing;
- c) Yes / ☒ No (Circle one) WC Services;
- d) Yes / ☒ No (Circle one) Wilson Lucas Sales d/b/a Miracle Siding;
- e) Yes / ☒ No (Circle one) Eloy Vasquez.

- 5) If your answer to the forgoing question (4) was yes, how much do you award against the specified Defendants in punitive damages?

- a) Complete Building Corporation:

(\$ 500,000.00)

b) TriCounty Roofing:

(\$ 500,000.00)

c) WC Services:

N/A
(\$ _____)

d) Wilson Lucas Sales d/b/a Miracle Siding:

N/A
(\$ _____)

e) Eloy Vasquez:

N/A
(\$ _____)

6) Do you find that Complete Building Corp. is entitled to indemnity from TriCounty Roofing ? Yes / No (circle one).

If yes, how much do you award Complete Building Corp. on its cross-claim against TriCounty Roofing ?

(\$ 1,000.00)

7) Do you find that Complete Building Corp. is entitled to indemnity from WC Services ?

Yes / No (circle one).

If yes, how much do you award Complete Building Corp. on its cross-claim against WC Services ?

(\$ n/a)

Date: 16 May 19

 Walter J. Dean
Presiding Juror

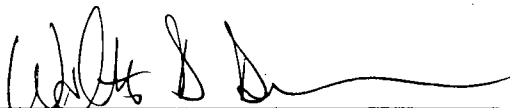
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
PALMETTO POINTE AT PEAS	)	CASE NO. 2015-CP-10-0955
ISLAND CONDOMINIUM PROPERTY	)	
OWNERS ASSOCIATION, INC. AND	)	
JACK LOVE, INDIVIDUALLY, AND	)	
ON BEHALF OF ALL OTHERS	)	
SIMILARLY SITUATED,	)	
	)	
	)	
PLAINTIFFS,	)	
	)	
vs.	)	SPECIAL VERDICT FORM
	)	
COMPLETE BUIDLING CORP., ET AL,	)	
	)	
DEFENDANTS.	)	
	)	

1) Please indicate what percentage of the \$6,500,000.00 actual damages awarded to the Plaintiff is attributable to the following Defendants:

Wilson Lucas Sales d/b/a Miracle Siding 5 %

Eloy Vasquez 5 %

Date: 16
19 May 19


Presiding Juror

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Palmetto Pointe at Peas Island)
Condominium Property Owners)
Association, Inc. and Jack Love,)
Individually and on behalf of all others)
Similarly Situated,)

CIVIL ACTION NO: 2015CP1000955

Plaintiffs,)

**STIPULATION OF DISMISSAL WITH
PREJUDICE AS TO BUILDER SERVICES
GROUP, INC. D/B/A GALE CONTRACTOR
SERVICES ONLY**

vs.)

(DOES NOT END CASE)

Island Pointe, LLC; Complete Building)
Corporation; Tri-County Roofing, Inc.;)
Creekside, Inc.; American Residential)
Services, LLC d/b/a ARS/Rescue)
Rooter Charleston; Andersen Windows,)
Inc.; Atlantic Building Construction)
Services, Inc. n/k/a Atlantic)
Construction Services, Inc.; Builder)
Services Group, Inc. d/b/a Gale)
Contractor Services; Novus Architects,)
Inc., f/k/a SGM Architects, Inc.; Tallent)
and Sons, Inc.; W C Services, Inc.; CRG)
Engineering, Inc.; Certainteed)
Corporation; Kelly Flooring Products,)
Inc., d/b/a Carpet Baggers; Cornerstone)
Construction and Mark Malloy d/b/a)
Cornerstone Construction; Miracle)
Siding, LLC and Wilson Lucas Sales)
d/b/a Miracle Siding, LLC; Mark)
Palpoint a/k/a Micah Palpoint; Elroy)
Alonzo Vasquez; Chris a/k/a John Doe)
61; Alderman Construction; Stanley's)
Vinyl Fence Designs; Cohen's Drywall)
Company, Inc.; Mosely Concrete; Hand)
A Framing Construction, LLC a/k/a)
H&A Framing Construction, LLC and)
d/b/a H and A Framing, LLC, H&A)
Construction, and Hand A Construction;)
JMC Construction, Inc.; JMC)
Construction, LLC; John Doe 1-15,)

Defendants.

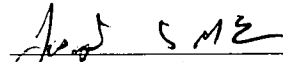
FILED
2019 MAY 20 PM 1:40
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Complete Building Corporation, Inc.	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Leonard T. Browne and Christopher N.	)
Union,	)
	)
Third-Party Defendants.	)
Creekside, Inc.,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Christopher N. Union,	)
	)
Third-Party Defendant.	)
American Residential Services, LLC,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Victor Hugo Hernandez; Hernandez	)
Electric, LLC; Liliana Rojas Flores;	)
Martin Barr d/b/a Port City Structured	)
Wiring; Keller Electric, LLC John	)
Toolin d/b/a John F. Toolin Heat and	)
Air; Russell "Rusty" Hill d/b/a Rusty's	)
Heating & Air; and Warren Anderson,	)
	)
Third-Party Defendants.	)

Pursuant to Rule 41(a)(1) of the South Carolina Rules of Civil Procedure, Plaintiffs Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, Individually and on behalf of all others Similarly Situated, Complete Building Corporation and Defendant Builder Services Group, Inc. d/b/a Gale Contractor Services (“BSG”), by and through their respective counsel, stipulate to the dismissal of all claims and cross-claims against BSG with

prejudice, with each party to bear its own costs, and that BSG, is removed from this action. This dismissal of BSG does not end the case.

WE SO STIPULATE:

 Justin O'Toole Lucey, Esquire

Stephanie D. Drawdy, Esquire

Joshua F. Evans, Esquire

Justin O'Toole Lucey, P.A.

415 Mill Street

Mount Pleasant, SC 29464

-and-

Edward D. Buckley, Jr., Esquire

Young Clement Rivers, LLP

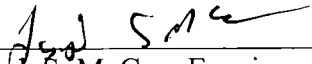
P.O. Box 993

25 Calhoun Street, Suite 400

Charleston, SC 29402

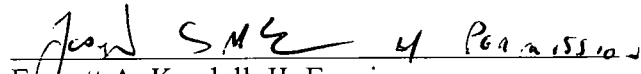
Counsel for Plaintiffs

WE SO STIPULATE:



Joseph S. McCue, Esquire
Collins & Lacy, P.C
1330 Lady St., 6th Floor
Columbia, SC 29201
Counsel for Builder Services Group, Inc.
d/b/a Gale Contractor Services

WE SO STIPULATE:



Everett A. Kendall, II, Esquire

Richard McLawhorn, Esquire

Sweeny, Wingate & Barrow, P.A.

1515 Lady St. (29201)

PO Box 12129

Columbia, SC 29211

-and-

David S. Cobb, Esquire

Turner Padgett Graham & Laney, P.A.

P.O. Box 22129

Charleston, SC 29413-2129

Counsel for Complete Building Corporation



Elaine Boyd | D: 803.255.0462 | E: eboyd@collinsandlacy.com
Legal Secretary

May 16, 2019

VIA UNITED STATES MAIL

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc.
and Jack Love, Individually and on behalf of all others Similarly Situated v. Island
Pointe, LLC; Complete Building Corporation, et al.
Civil Action No. 2015CP1000955
Claim No. 25656
C&L File No. 001650-00111

Dear Ms. Armstrong:

Please find enclosed the original and one copy of Defendant Builder Services Group, Inc. d/b/a Gale Contractor Services' Stipulation of Dismissal with Prejudice as to Builder Services Group, Inc. d/b/a Gale Contractor Services Only in the above-referenced matter. Please clock in the Stipulation of Dismissal and return a copy to us in the self-addressed enclosed envelope. By copy of this letter, we are serving same on all known counsel of record.

Thank you for your kind attention to this matter. Please let us know should you need anything further.

Respectfully,

A handwritten signature in cursive script, appearing to read "Elaine Boyd".

Elaine Boyd
Legal Secretary

/emb
Enclosure

cc: Counsel of Record (*via email only*)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island
Condominium Property Owners
Association, Inc. and Jack Love, Trustee
on Behalf of the Love-Mckim Living
Trust,

Plaintiffs,

vs.

Island Pointe, LLC; Complete Building
Corporation; Tri-County Roofing, Inc.;
Creekside, Inc.; American Residential
Services, LLC d/b/a ARS/Rescue Rooter
Charleston; Andersen Windows, Inc.;
Atlantic Building Construction Services,
Inc. n/k/a Atlantic Construction Services,
Inc.; Tallent and Sons, Inc.; W C Services,
Inc.; Kelly Flooring Productions, Inc.,
d/b/a Carpet Baggers; Miracle Siding,
LLC and Wilson Lucas Sales d/b/a
Miracle Siding, LLC; Mark Palpoint a/k/a
Micah Palpoint; Elroy Alonzo Vasquez;
Chris a/k/a John Doe 61 Stanley's Vinyl
Fence Designs; Mosley Concrete; JMC
Construction, Inc.; JMC Construction,
LLC; Victor Hugo Hernandez Electric,
LLC; Liliana Rojas Flores; Martin Barr
d/b/a Port City Structured Wiring; Keller
Electric, LLC; John Toolin d/b/a John F.
Toolin Heat and Air; Russell "Rusty" Hill
d/b/a Rusty's Heating & Air; Warren
Anderson; and John Does 10 – 15,

Defendants,

Complete Building Corporation

Third-Party Plaintiff,

vs.

IN THE COURT OF COMMON PLEAS

Case No. 2015-CP-10-0955

**Stipulation of Dismissal as to Defendant Tallent
and Sons, Inc.**

FILED
2019 MAY 24 PM 2:29
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

Leonard T. Browne and Christopher N.
Union,

Third-Party Defendants,

Creekside, Inc.,

Third-Party Plaintiff,

vs.

Christopher N. Union,

Third-Party Defendant,

American Residential Services, LLC,

Third-Party Plaintiff,

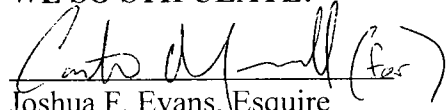
vs.

Victor Hugo Hernandez; Hernandez
Electric, LLC; Liliana Rojas Flores;
Martin Barr d/b/a Port City Structured
Wiring; Keller Electric, LLC; John Toolin
d/b/a John F. Toolin Heat and Air; Russell
“Rust” Hill d/b/a Rusty’s Heating & Air;
Warren Anderson,

Third-Party Defendants.

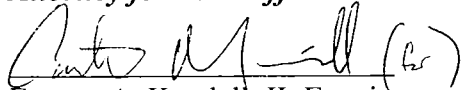
Pursuant to Rule 41(a) of the South Carolina Rules of Civil Procedure, Plaintiffs Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, Trustee on Behalf of the Love-Mckim Living Trust and Cross-Claiming Defendant Complete Building Corporation in the above-captioned case, by and through the undersigned counsel, hereby dismiss this case with prejudice as to Tallent and Sons, Inc. Tallent and Sons, Inc. consents to this dismissal with prejudice. The parties agree to bear their own respective costs.

WE SO STIPULATE:



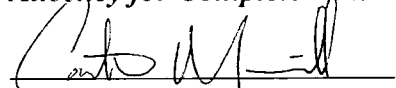
Joshua F. Evans, Esquire
Justin O. Lucey, Esquire
Justin O'Toole Lucey, P.A.
P.O Box 806
Mount Pleasant, SC 29465
P.O. Box 50201
(843) 849-8400

Attorney for Plaintiffs



Everett A. Kendall, II, Esquire
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, SC 29260
(803) 454-1232

Attorney for Complete Building Corporation



W. Duffie Powers, Esquire
Carter R. Massingill, Esquire
Gallivan White & Boyd, P.A.
P.O. Box 10589
Greenville, SC 29603
(864) 271-9580

Attorneys for Tallent and Sons, Inc.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island
Condominium Property Owners
Association, Inc., and Jack Love,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

vs.

Island Pointe, LLC; Complete Building
Corporations; Tri-County Roofing, Inc.;
Creekside, Inc.; American Residential
Services, LLC d/b/a ARS Rescue Rooter
Charleston; Anderson Windows, Inc.;
Atlantic Buildings Construction Services,
Inc., a/k/a Atlantic Construction Services,
Inc.; Builder Services Group, Inc., d/b/a
Gale Contractors Services; Novus
Architects, Inc. f/k/a SGM Architects, Inc.;
Tallent and Sons Inc.; WC Services, Inc.;
CRG Engineering, Inc.; Certained
Corporation; Kelly Flooring Products, Inc.
d/b/a Carpet Baggers; Cornerstone
Construction and Mark Malloy d/b/a
Cornerstone Construction; Miracle Siding,
LLC and Wilson Lucas Sales d/b/a Miracle
Siding, LLC; Mark Palpoint a/k/a Micah
Palpoint; Elroy Alonzo Vasquez; Chris
a/k/a John Doe 61; Alderman
Construction; Stanley's Vinyl Fence
Designs; Cohen's Drywall Company, Inc.;
Mosely Concrete; Hand A Framing
Construction, LLC a/k/a H&A Framing
Construction, LLC and d/b/a
H And A Framing, LLC, H&A
Construction and Hand A Construction,
JMC Construction, Inc.; JMC
Construction, LLC; John Doe 1-15,

Defendants.

Complete Building Corporation, Inc.,

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
)

) CASE NO: 2015-CP-10-0955
)

) **CONSENT ORDER OF DISMISSAL**
) **AS TO CERTAIN DEFENDANTS ONLY**
)

) **(DOES NOT END CASE)**
)
)

FILED
2019 JUN -6 AM 9:32
JULIE J. ARMSTRONG
CLERK OF COURT
BY 2

	)
Third-Party Plaintiff,	)
v.	)
	)
Leonard T. Browne and Christopher N.	)
Union,	)
	)
Third-Party Defendants.	)
	)
Creekside, Inc.,	)
	)
Third-Party Plaintiff,	)
v.	)
	)
Christopher N. Union,	)
	)
Third-Party	)
Defendant.	)
	)
American Residential Services, LLC,	)
	)
Third-Party Plaintiff,	)
	)
v.	)
	)
Victor Hugo Hernandez; Hernandez	)
Electric, LLC; Liliana Rojas Flores; Martin	)
Barr d/b/a Port City Structured Wiring;	)
Keller Electric, LLC; John Toolin d/b/a	)
John F. Toolin Heat and Air; Russell	)
"Rusty" Hill d/b/a Rusty's Heating & Air,	)
and Warren Anderson,	)
	)
Third-Party Defendants.	)
	)

This matter comes before the Court on Motion and consent of Plaintiffs; Defendant American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston ("ARS"); ARS' subcontractors and named Third-Party Defendants Liliana Rojas Flores, Martin Barr d/b/a Port City Structured Wiring, Keller Electric, LLC, John Toolin d/b/a John F. Toolin Heat and Air,



Russell "Rusty" Hill d/b/a Rusty's Heating & Air, and Warren Anderson (referred to collectively herein as "ARS Subcontractors"); and Defendant Complete Building Corporation, Inc. ("CBC").

Whereas, Plaintiffs have settled with ARS and ARS Subcontractors for good, valuable, and fair consideration;

Whereas, the Court finds:

1. Plaintiff Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. (the Homeowner Association) is the Assignee of, and has procured written consent of all of its members (100%), the owners of the condominiums at Palmetto Pointe;
2. All owners have approved these settlements and waived further notice;
3. All owners are directly represented by the Association's counsel;
4. The settlements principally concern common elements and building components for which the Association is responsible;
5. The Plaintiff Homeowner Association has agreed to defend and indemnify ARS and ARS Subcontractors from all homeowner claims; and
6. As Plaintiffs' counsel has already provided written notice of these settlements to all homeowners, further notice to the homeowners and potential class members is unnecessary.

It is hereby ordered that Plaintiffs' claims be dismissed and ended with prejudice as to ARS and ARS Subcontractors.

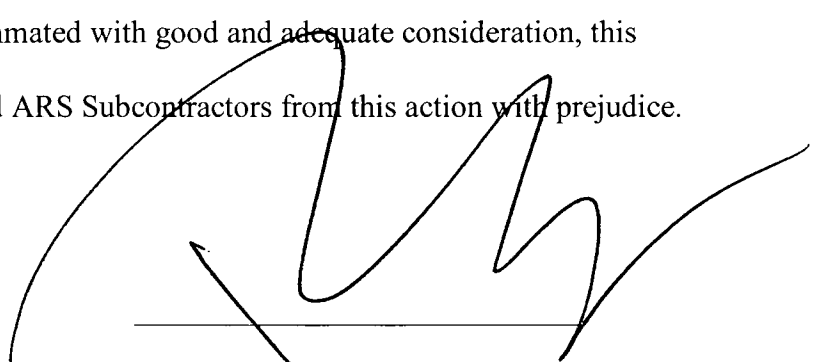
It is further Ordered that all actual and potential Cross-Claims and/or Third-Party Claims by and between ARS, ARS Subcontractors, and CBC are dismissed with prejudice.

It is further Ordered that any and all claims that were brought, or could have been brought, against ARS and ARS' Subcontractors in this matter are hereby dismissed with prejudice.

It is further Ordered that Plaintiffs, ARS, ARS Subcontractors, and CBC shall bear their own costs and expenses.

As this settlement is being consummated with good and adequate consideration, this Order of Dismissal shall dismiss ARS and ARS Subcontractors from this action with prejudice.

It Is So Ordered.



Circuit Court Judge
Ninth Judicial Circuit

May 30, 2019

We so move and consent:



w/ permission
Justin O'Toole Lucey, Esquire
Joshua F. Evans, Esquire
Stephanie D. Drawdy, Esquire
Justin O'Toole Lucey, PA
415 Mill Street
Mount Pleasant, SC 29464

And

Edward D. Buckley, Jr., Esquire
Young Clement Rivers, LLP
25 Calhoun Street, Suite 400
Charleston, SC 29401
Attorneys for Plaintiffs



F. Cordes Ford, IV, Esquire

Heather A. Chiovaro, Esquire

Womble Bond Dickinson (US) LLP

5 Exchange Street

P.O. Box 999

Charleston, SC 29402

Attorneys for American Residential Services, LLC d/b/a ARS Rescue Rooter Charleston



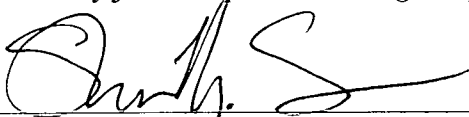
Everett A. Kendall, II, Esquire

Murphy & Grantland, P.A.

P.O. Box 6648

Columbia, SC 29260

Attorney for Complete Building Corporation, Inc.



R. Michael Ethridge, Esquire

Suzanne E. Deters, Esquire

Ethridge Law Group, LLC

1100 Queensborough Blvd, Suite 200

Mount Pleasant, SC 29464

Attorneys for Liliana Rojas Flores

Ian Ford, Esquire

Hunter James, Esquire

Ford Wallace Thomson, LLC

715 King Street

Charleston, SC 29403

Attorneys for John Toolin d/b/a John F. Toolin Heat and Air



Bachman S. Smith, IV, Esquire

Haynsworth Sinkler Boyd, PA

P.O. Box 340

Charleston, SC 29402-0340

Attorney for Russell "Rusty" Hill d/b/a Rusty's Heating & Air

F. Cordes Ford, IV, Esquire
Heather A. Chiovaro, Esquire
Womble Bond Dickinson (US) LLP
5 Exchange Street
P.O. Box 999
Charleston, SC 29402
Attorneys for American Residential Services, LLC d/b/a ARS Rescue Rooter Charleston

Everett A. Kendall, II, Esquire
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, SC 29260
Attorney for Complete Building Corporation, Inc.

R. Michael Ethridge, Esquire
Suzanne E. Deters, Esquire
Ethridge Law Group, LLC
1100 Queensborough Blvd, Suite 200
Mount Pleasant, SC 29464
Attorneys for Liliana Rojas Flores



w/ permission
Ian Ford, Esquire
Hunter James, Esquire
Ford Wallace Thomson, LLC
715 King Street
Charleston, SC 29403
Attorneys for John Toolin d/b/a John F. Toolin Heat and Air

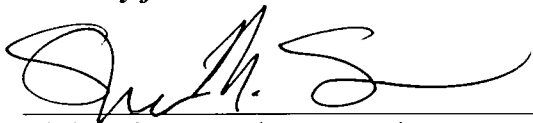
Bachman S. Smith, IV, Esquire
Haynsworth Sinkler Boyd, PA
P.O. Box 340
Charleston, SC 29402-0340
Attorney for Russell "Rusty" Hill d/b/a Rusty's Heating & Air

W/
permission



Erin D. Dean, Esquire
Tupper, Grimsley, Dean & Canaday, PA
P.O. Box 2055
Beaufort, SC 29901-2055
Attorney for Warren Anderson

W/
permission



Christopher M. Adams, Esquire
James Williams, Esquire
Collins & Lacy, P.C.
P.O. Box 12487
Columbia, SC 29211
Attorneys for Martin Barr d/b/a Port City Structured Wiring



Shanna M. Stephens, Esquire
Jon L. Anderson, Esquire
Anderson Reynolds & Stephens, LLC
37 ½ Broad Street
Charleston, SC 29401

And

Megan White, Esquire
Richardson Plowden & Robinson, PA
P.O. Box 21203
Charleston, SC 29413
Attorneys for Keller Electric

CERTIFICATE OF SERVICE

2015-CP-10-0955

I hereby certify that I have this day served a copy of the Consent Order of Dismissal as to Certain Defendants Only enclosed herein, upon all parties to these matters via electronic mail and/or by depositing a true copy of same in the U. S. Mail, proper postage prepaid, addressed to counsel of record as follows:

Justin O'Toole Lucey, Esquire
Stephanie D. Drawdy, Esquire
Joshua F. Evans, Esquire
Justin O'Toole Lucey, PA
415 Mill Street
Mount Pleasant, SC 29464

Edward D. Buckley, Jr., Esquire
Young Clement Rivers, LLP
25 Calhoun Street, Suite 400 (29401)
P.O. Box 993
Charleston, SC 29402

F. Cordes Ford, IV, Esquire
Heather A. Chiovaro, Esquire
Womble Bond Dickinson (US) LLP
5 Exchange Street
P.O. Box 999
Charleston, SC 29402

Gregory Horton, Esquire
Dana W. Lang, Esquire
Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, SC 2941

David S. Cobb, Esquire
Turner Padget Graham & Laney, PA
P.O. Box 22129
Charleston, SC 29413-2129

Everett A. Kendall, II, Esquire
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, SC 29260

Andrew N. Cole, Esquire
Christopher M. Adams, Esquire
Collins & Lacy, P.C.
P.O. Box 12487
Columbia, SC 29211

Bonum S. Wilson, III, Esquire
Brandon T. Reeser, Esquire
Wilson & Heyward, LLC
P.O. Box 13177
Charleston, SC 29422

S. Markey Stubbs, Esquire
Baker Ravenel Bender, LLP
3710 Landmark Drive, Suite 400
P.O. Box 8057
Columbia, SC 29202

R. Michael Ethridge, Esquire
Suzanne Deters, Esquire
Ethridge Law Group, LLC
P.O. Box 20969
Charleston, SC 29413

Christopher M. Ramsey, Esquire
The Bostic Law Group, PA
2236 Ashley Crossing Drive
Charleston, SC 29414

Joseph S. McCue, Esquire
Collins & Lacy, P.C.
P.O. Box 12487
Columbia, SC 29211

James A. Atkins, Esquire
Clawson and Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, SC 29492

Andrew N. Cole, Esquire
Collins & Lacy, P.C.
P.O. Box 12487
Columbia, SC 29211

W. Duffie Powers, Esquire
R. Batten Farrar, Esquire
Carter Massingill, Esquire
Gallivan White & Boyd, PA
55 Beattie Place, Suite 1200 (29601)
P.O. Box 10589
Greenville, SC 29603

FILED
2019 JUN -6 AM 9:33
JULIE J. ARMSTRONG
CLERK OF COURT

David A. Anderson, Esquire
Jasmine Wyman, Esquire
Richardson Plowden & Robinson, P.A.
1900 Barnwell Street (29201)
P.O. Drawer 7788
Columbia, SC 29202

Dunn D. Hollingsworth, Esquire
Michael E. Wright, Esquire
Robertson Hollingsworth Manos & Rahn, LLC
550 King Street, Suite 300
Charleston, SC 29403

James H. Elliott, Jr., Esquire
F. Heyward Grimball, Esquire
Richardson Plowden & Robinson, PA
P.O. Box 21203
Charleston, SC 29413

G. Troy Thames, Esquire
Willson Jones Carter & Baxley, PA
421 Wando Park Boulevard, Suite 100
Mount Pleasant, SC 29464

Ian Ford, Esquire
Hunter James, Esquire
Ainsley Tillman, Esquire
Ford Wallace Thomson, LLC
715 King Street
Charleston, SC 29403

Bachman S. Smith, IV, Esquire
Haynsworth Sinkler Boyd, PA
134 Meeting Street, Third Floor (29401)
P.O. Box 340
Charleston, SC 29402-0340

Erin D. Dean, Esquire
Tupper, Grimsley, Dean & Canaday, PA
P.O. Box 2055
Beaufort, SC 29901-2055

Christopher M. Adams, Esquire
James Williams, Esquire
Collins & Lacy, P.C.
P.O. Box 12487
Columbia, SC 29211

James H. Elliott, Jr., Esquire
Megan White, Esquire
Richardson Plowden & Robinson, PA
P.O. Box 21203
Charleston, SC 29413

Leonard T. Browne (Pro Se)
1112 Quiet Road
Mount Pleasant, SC 29464

This, the 28 Day of May, 2019

Laura L. Phillips

ANDERSON REYNOLDS & STEPHENS, LLC

ATTORNEYS AT LAW
37 ½ BROAD STREET
POST OFFICE BOX 87
CHARLESTON, SOUTH CAROLINA 29402

JONATHAN J. ANDERSON
LISA A. REYNOLDS
SHANNA M. STEPHENS
W. COLEMAN LAWRIEMORE
JONATHAN L. ANDERSON

TEL. 843-723-0185
FAX. 843-405-0313
E-MAIL: sstephens@arslawsc.com

May 24, 2019

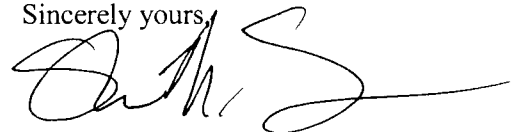
The Honorable Roger M. Young Sr.
Charleston County Judicial Center
100 Broad St., Suite 368
Charleston, SC 29401

RE: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc.,
et al. v. American Residential Services, LLC d/b/a ARS Rescue Rooter
Charleston, et al. v. Keller Electric, LLC, et al.
Case Number: 2015-CP-10-0955
Claim Number: MPG5531K-1002
AR&S File Number: 20180.06

Dear Judge Young:

Please find enclosed the original and two (2) copies of a proposed Consent Order of Dismissal as to Certain Defendants Only in the above matter. If this Consent Order meets your approval, please execute and forward to the Clerk's office for filing. I have included our check for \$25.00 as the requisite filing fee. Once these are filed, please have the Clerk return the clocked copies to me in the enclosed self-addressed stamped envelope provided. By copy of this letter, I am serving all parties with the enclosed. Thank you for your attention to this matter.

Sincerely yours,



Shanna M. Stephens

SMS/llp
Enclosure

cc: **VIA EMAIL ONLY**

Justin O'Toole Lucey, Esquire/Stephanie D. Drawdy, Esquire /Joshua F. Evans, Esquire
Edward D. Buckley, Jr., Esquire
F. Cordes Ford, IV, Esquire/Heather A. Chiovaro, Esquire
Gregory Horton, Esquire/Dana W. Lang, Esquire
David S. Cobb, Esquire
Everett A. Kendall, II, Esquire
Andrew N. Cole, Esquire/Christopher M. Adams, Esquire
Bonum S. Wilson, III, Esquire/Brandon T. Reeser, Esquire
S. Markey Stubbs, Esquire

R-0141

R. Michael Ethridge, Esquire/Suzanne E. Deters, Esquire
Christopher M. Ramsey, Esquire
Joseph S. McCue, Esquire
James A. Atkins, Esquire
W. Duffie Powers, Esquire/R. Batten Farrar, Esquire
David A. Anderson, Esquire/ Jasmine Wyman, Esquire
Dunn D. Hollingsworth, Esquire/Michael E. Wright, Esquire
James H. Elliott, Jr., Esquire/F. Heyward Grimball, Esquire
G. Troy Thames, Esquire
Ian Ford, Esquire/Hunter James, Esquire/ Ainsley Tillman, Esquire
Bachman S. Smith, IV, Esquire
Erin D. Dean, Esquire
Christopher M. Adams, Esquire/James Williams, Esquire
James H. Elliott, Jr., Esquire/Megan White, Esquire

VIA U.S. MAIL ONLY

Leonard T. Browne (Pro Se)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island Condominium Property
Owners Association, Inc., et al.

☐ Plaintiff

v.

Island Pointe, LLC, Et Al.

☒ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2015-CP-10-0955

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney:

Justin O'toole Lucey, Bar No.

Address:

415 Mill St., Mount Pleasant, SC 29464

phone: 843-849-8400 fax: 843-849-8406

e-mail: jlucey@lucey-law.com other:

Defendant's Attorney:

Shanna M. Stephens, Bar No.

Address:

P.O. Box 87, Charleston SC 29402

phone: 843-723-0185 fax: 843-405-0313

e-mail: sstephens@arslawsc.com other:

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Consent Order of Dismissal as to Certain Defendants Only

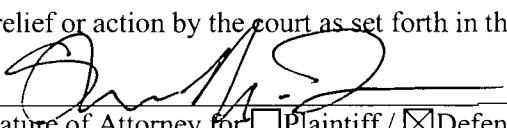
Estimated Time Needed: Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for ☐ Plaintiff / ☒ Defendant

May 24, 2019

Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: \$25.00

☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support

(check reason) ☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCPP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

☐ MOTION FEE COLLECTED: _____

☐ CONTESTED – AMOUNT DUE: _____

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CASE NO.: 2015-CP-10-0955

Palmetto Pointe at Pease Island
Condominium Property Owners Association,
Inc., et al,

Plaintiff,

v.

Island Pointe, LLC, et al.,

Defendants.

MOTION AND ORDER INFORMATION

Plaintiff's Attorney: Address: phone: fax: e-mail: other:	Defendant's Attorney: Michael E Wright, Esquire Address: 550 King Street, Suite 300 Charleston, South Carolina phone: 843-723-6470 fax: e-mail: other:
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: _____	
Estimated Time Needed: _____	Court Reporter Needed: ☐ YES / ☒ NO
SECTION II: Motion/Order Type	
☐ Written motion attached ☒ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order. <u>Michael E Wright</u> <u>5/21/2019</u> Signature of Attorney for ☐ Plaintiff / ☐ Defendant Date submitted	
SECTION III: Motion Fee	
PAID - AMOUNT: <u>25.00</u> ☒ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support (check reason) ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: ☒ Other:	
JUDGE'S SECTION	JUDGE CODE: _____
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	Date: _____, 20____
CLERK'S VERIFICATION	
Collected by: _____	Date Filed: _____, 20____
☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____	

SCCA 233 (11/2003)

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
) CASE NO.: 2015-CP-10-0955

;

—

—

—

;

11

1

—

—

—

—

—

—

Creekside, Inc.,	)
	)
Third-Party Plaintiff,	)
	)
v.	)
	)
Christopher N. Union,	)
	)
Third-Party Defendant.	)
_____	)
American Residential Services, LLC,	)
	)
Third-Party Plaintiff,	)
	)
v.	)
	)
Victor Hugo Hernandez; Hernandez Electric,	)
LLC; Liliana Rojas Flores; Martin Marr d/b/a	)
Port City Structured Wiring; Keller Electric,	)
LLC; John Toolin d/b/a John F. Toolin Heating	)
and Air; Russell "Rusty" Hill d/b/a Rusty's	)
Heathing & Air; and Warren Andersen,	)
	)
Third-Party Defendants.	)
_____	)

This matter comes before the Court on Motion of Plaintiffs, with the consent of Defendant/Third-Party Plaintiff Complete Building Corporation ("CBC") and Defendant Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc. ("Atlantic"), seeking the dismissal of Atlantic from the above-captioned action, with prejudice.

WHEREAS, Plaintiffs and CBC have settled with Atlantic for good, valuable, fair, and adequate consideration;

WHEREAS, Defendant Novus Architects, Inc. f/k/a SGM Architects, Inc. ("Novus") and Defendant Island Pointe, LLC ("Island Pointe") asserted claims against Atlantic and said claims were assigned to Plaintiffs pursuant to previously entered settlements between Plaintiffs and Novus and Plaintiffs and Island Pointe;

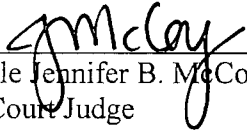
WHEREAS, Plaintiff Palmetto Point at Peas Island Condominium Property Owners Association, Inc. (the "Association") is the assignee of 100% of its members, the owners of the townhome style condominiums at Palmetto Pointe at Peas Island, and as the settlement principally concerns the common elements and building components for which the Association is responsible; and as the Association agrees to indemnify Atlantic from all homeowner claims, notice to potential class members is unnecessary; therefore,

IT IS HEREBY ORDERED that Plaintiffs' claims be dismissed and ended with prejudice as to Atlantic only; and

IT IS FURTHER ORDERED that all actual and potential cross-claims in this suit between CBC and Atlantic are dismissed with prejudice.

As this settlement and dismissal is of all claims in this case against Atlantic, and is being consummated with good and adequate consideration, this Order of Dismissal shall dismiss Atlantic from this action with prejudice.

IT IS SO ORDERED.



Honorable Jennifer B. McCoy
Circuit Court Judge

This 29 day of May 2019.
Charleston, South Carolina

Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love,
individually and on behalf of all others similarly situated v. Island Pointe, LLC, et. al.

Case No. CASE NO.: 2015-CP-10-0955

WE SO MOVE AND CONSENT:

Mal E OJA with permission

Justin Lucey, Esq.

Stephanie Drawdy, Esq.

JUSTIN O'TOOLE LUCEY, P.A.

415 Mill Street

Post Office Box 806

Mt. Pleasant, SC 29465-0806

-and-

Edward D. Buckley, Esq.

YOUNG CLEMENT RIVERS, LLP

P.O. Box 993

Charleston, SC 29402

Phone: (843)724-5446

Attorneys for Plaintiffs.

May 21, 2019
Charleston, South Carolina

Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love,
individually and on behalf of all others similarly situated v. Island Pointe, LLC, et. al.

Case No. CASE NO.: 2015-CP-10-0955

WE SO CONSENT:

 with permission

Everett A. Kendall, II

Richard E. McLaw

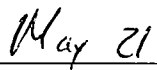
MURPHY & GRANTLAND, P.A.

Post Office Box 6648

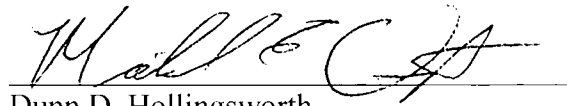
Columbia, SC 29260

Phone: (803)782-4100

Attorneys for Complete Building Corporation

 _____, 2019
Columbia, South Carolina

Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love,
individually and on behalf of all others similarly situated v. Island Pointe, LLC, et. al.
Case No. CASE NO.: 2015-CP-10-0955

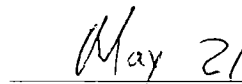


Dunn D. Hollingsworth
Michael E. Wright
ROBERTSON HOLLINGSWORTH MANOS & RAHN
550 King Street, Suite 300
Charleston, South Carolina 29403
Phone: 843-723-6470
Fax: 843-853-9045

and

James H. Elliott, Jr.
F. Heyward Grimball
RICHARDSON PLOWDEN & ROBINSON, PA
171 Church St., Suite 150
Charleston, SC 29401
Phone: 843-805-6550
Fax: 843-805-6599

Attorneys for Atlantic Construction Services, Inc.

 May 21, 2019
Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Pea Island Condominium)
Property Owners Association, Inc. and)
Elizabeth A. Bushey, individually and on)
behalf of all others similarly situated,)

Plaintiffs,

v.

Island Pointe, LLC; Leonard T. Browne;)
Complete Building Corporation; Tri-County)
Roofing, Inc.; Creekside, Inc.; American)
Residential Services, LLC d/b/a ARS/Rescue)
Rooter Charleston; Andersen Windows, Inc.;)
Atlantic Building Construction Services, Inc.)
n/k/a Atlantic Construction Services, Inc.;)
Christopher N. Union; Builder Services)
Group, Inc. d/b/a Gale Contractor Services;)
Novus Architects, Inc. f/k/a SGM Architects,)
Inc.; Tallent and Sons, Inc.; WC Services,)
Inc.; CRG Engineering, Inc.; CertainTeed)
Corporation; Kelly Flooring Products, Inc.)
d/b/a Carpet Baggers; and John Doe 1-60,)

Defendants.

Tri-County Roofing, Inc.,

Third-Party Plaintiff,

v.

Cornerstone Construction and Mark Malloy)
d/b/a Cornerstone Construction; Gutter)
Works, Inc. and Michael L. Segars d/b/a)
Gutter Works; Mr. Gutter; Litchfield)
Seamless Gutters & Windows, LLC and)
Thomas Litchfield d/b/a Litchfield Seamless)
Gutters; Miracle Siding, LLC and Wilson)

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
) CASE NO.: 2015-CP-10-0955

CERTIFICATE OF SERVICE

2019 JUN -7 AM 9:02
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

Complete Building Corporation, Inc.,)
)
 Third-Party Plaintiff,)
)
 v.)
)
 Alderman Construction; Stanley's Vinyl)
 Fence Designs; Cohen's Drywall; and Mosley)
 Concrete,)
)
 Third-Party Defendants.)

I, Tiffany Kelsey, an employee of Robertson Hollingsworth Manos & Rahn, hereby certify that I have served parties in this action with a copy of the following document(s) **via e-mail only**, unless otherwise indicated herein below as follows this 21st day of May, 2019:

- **Consent Order of Dismissal with Prejudice as to Defendant Atlantic Building Construction Services, Inc. N/K/A Atlantic Construction Services, Inc.**

VIA E-MAIL AND US MAIL

Edward D. Buckley, Jr., Esquire
 Young Clement Rivers, LLP
 P.O. Box 993
 25 Calhoun Street, Suite 400
 Charleston, SC 29402
ebuckley@ycrlaw.com

and

Justin O'Toole Lucey, Esquire
Stephanie D. Drawdy, Esquire
 Justin O'Toole Lucey, P.A.
 415 Mill Street
 Mount Pleasant, SC 29464
jlucey@lucey-law.com
sdrawdy@lucey-law.com
Attorneys for Plaintiff

F. Cordes Ford IV, Esquire

Scott Forster, Esquire

Womble Carlyle Sandridge & Rice, LLP
 5 Exchange St.

P.O. Box 999

Charleston, SC 29402

cford@wcsr.com

sforster@wcsr.com

**Attorneys for American Residential
 Services LLC d/b/a**

ARS Rescue Rooter Charleston

David S. Cobb, Esquire
Turner Padgett Graham & Laney, P.A.
P.O. Box 22129
Charleston, SC 29413-2129
dcobb@turnerpadgett.com

and

Rett Kendall
Murphy & Grantland, PA
Post Office Box 6648
Columbia, South Carolina 29260
rkendall@Murphygrantland.com

**Attorney for Complete Building
Corporations**

S. Markey Stubbs, Esquire
Baker, Ravenel & Bender, LLP
P.O. Box 8057
Columbia, SC 29202-8057
mstubbs@brblegal.com
Attorney for Creekside Inc.

Andrew N. Cole, Esquire
Christopher M. Adams, Esquire
P.O. Box 12487
Columbia, SC 29211
acole@collinsandlacy.com
cadams@collinsandlacy.com
Attorneys for Tri County Roofing, Inc.
And JMC Construction, Inc.

O. Carlisle Edwards, Jr., Esquire
McAngus Goudelock and Courie, LLC
735 Johnnie Dodds Blvd., Suite 200
Mt. Pleasant, SC 29465
cedwards@mgclaw.com
Attorney for Cohen's Drywall

R. Michael Ethridge, Esquire
Suzanne E. Deters, Esquire
Carlock Copeland & Stair, LLP
40 Calhoun St., Suite 400
Charleston, SC 29401
methridge@carlockcopeland.com
sdeters@carlockcopeland.com
Attorneys for Cornerstone Construction
**Mark Malloy d/b/a Cornerstone
Construction**

Michael R. Daniel, Esquire
336 Cardinal Rd
Elloree, SC 29047
mdaniel@damiellawfirm.net
Attorney for Leonard T. Browne

Bonum S. Wilson, III, Esquire
Brandon T. Reeser, Esquire
Wilson & Heyward, LLC
P.O. Box 13177
Charleston, SC 29422
bwilson@wilsonheyward.com
breeser@wilsonheyward.com
**Attorneys for Eloy Alonzo Vasquez,
Miracle Siding, LLC, and Wilson Lucas
Sales d/b/a Miracle Siding, LLC**

Adam Ribock, Esquire
R. Trippett Boineau, III, Esquire
McAngus Goudelock and Courie, LLC
PO Box 12519
Columbia, SC 29211-2519
Adam.ribock@mgclaw.com
Trippett.boineau@mgclaw.com
Attorneys for Alderman Construction

Graham P. Powell, Esquire
Katie Stanton, Esquire
Wall Templeton & Haldrup, P.A.
145 King Street, Suite 300 (29401)
Post Office Box 1200
Charleston, South Carolina 29402
Graham.Powell@WallTempleton.com
Katie.Stanton@WallTempleton.com
Attorneys for Andersen Windows, Inc.

Christopher M. Ramsey, Esq.
Bostic Law Group, P.A.
2236 Ashley Crossing Drive
Charleston, South Carolina 29414
cramsey@bosticlaw.com

**Attorney for Christopher N. Union, and
Island Pointe, LLC**

Michael B.T. Wilkes, Esquire
J. Alexander Joyner, Esquire
Wilkes Law Firm, PA
200 Meeting Street, Suite 205
Charleston, SC 29401
mwilkes@wilkeslaw.cocm
ajoyner@wilkeslaw.com
**Attorneys for Novus Architects, Inc., f/k/a
SGM Architects, Inc.**

James A. Atkins, Esquire
Clawson & Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, SC 29492-8144
jatkins@clawsonandstaubes.com
Attorney for W C Services, Inc.

G. Troy Thames
Willson Jones Carter & Baxley, PA
421 Wando Park Blvd., Ste. 100
Mt. Pleasant, SC 29464
**Attorneys for Stanley's Vinyl Fence
Designs**

Joey McCue, Esq.
Collins & Lacy, P.C.
1330 Lady St., 6th Floor
Columbia, SC 29201
jmccue@collinsandlacy.com
**Attorney for Builder Services Group, Inc.
d/b/a Gale Contractor Service**

Brent Boyd, Esq.
Murphy & Grantland, P.A.
Post Office Box 6648
Columbia, SC 29260
cmajure@murphygrantland.com
**Attorney for Kelly Flooring Products, Inc.,
d/b/a Carpet Baggers**

W. Duffie Powers, Esquire
R. Batten Farrar, Esquire
Gallivan White & Boyd, PA
PO Box 10589
Greenville, SC 29603
dpowers@gwblawfirm.com;
bfarrar@gwblawfirm.com
Attorneys for Tallent and Sons, Inc.

James Lynn Werner
Katon E. Dawson, Jr.
Parker Poe Adams & Bernstein, LLP
1221 main Street, Suite 110
PO Box 1509 (29202)
Columbia, SC 29201
Attorneys for CertainTeed Corporation

David A. Anderson, Esquire
Richardson Plowmen & Robinson, P.A.
1900 Barnwell Street
Post Office Drawer 7788
Columbia, South Carolina 29202
danderswon@richardsonplowden.com
Attorney for Mosley Concrete

F. Cordes Ford IV, Esquire
Heather A. Chiovaro, Esquire
Womble Bond Dickenson (US) LLP
5 Exchange Street (29401)
Post Office Box 999
Charleston, South Carolina 29402-0999
Tel: 843-722-3400

Cordes.Ford@wbd-us.com
Heather.Chiovaro@wbd-us.com

Attorneys for American Residential Services, LLC

Erin D. Dean, Esquire
Tupper, Grimsley, Dean & Canaday, PA
Post Office Box 2055
Beaufort, South Carolina 29901-2055
erin dean@tgdcpa.com

Attorney for Warren Anderson

James H. Elliott, Jr.
Megan C. White
171 Church Street, Suite 150
Charleston, South Carolina 29401
jelliott@richardsonplowden.com
mwhite@richardsonplowden.com

- and -

Shanna M. Stephens
Jonathan L. Anderson
37 ½ Broad Street
Charleston, SC 29401
sstephens@arlawsc.com
landerson@arlawsc.com

Attorneys for Keller Electric, LLC

Chris Adams, Esquire
James Williams, Esquire
1330 Lady Street, 6th Floor
Columbia, SC 29201
cadams@collinsandlacy.com
jwilliams@collinsandlacy.com
Paralegal: Richelle Campbell
rcampbell@collinsandlacy.com

Attorneys for Martin Barr d/b/a Port City Structured Wiring

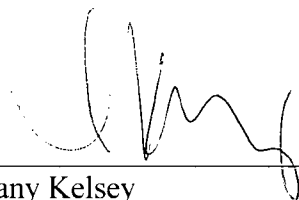
John G. Tamasitis, Esquire
Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100 (29201)
Post Office Drawer 1509
Columbia, South Carolina 29202
Tel: 803-255-8000
Fax: 803-255-8017
johntamasitis@parkerpoe.com

Attorney for CertainTeed Corporation

Ian S. Ford, Esquire
Hunter H. James, Esquire
715 King Street
Charleston, SC 29403
ian.ford@fordwallace.com
hunter.james@fordwallace.com
Attorney for John Toolin d/b/a John F. Toolin Heat and Air

R. Michael Ethridge
Suzanne E. Deters
PO Box 20969
Charleston, South Carolina 29413
methridge@ethridgelawgroup.com
sdeters@ethridgelawgroup.com

Attorneys for Defendant Lilian Rojas Flores



**ROBERTSON HOLLINGSWORTH
MANOS & RAHN, LLC**
ATTORNEYS AT LAW
550 King Street, Suite 300
Charleston, South Carolina 29403
(843) 723-6470 Fax (843) 853-9045
www.roblaw.net

Dunn D. Hollingsworth
Theodore L. Manos
Paul R. Rahn
Michael E. Wright
Jillian S. Barton
Rachel Igdal

May 21, 2019

The Honorable Julie Armstrong
Charleston County Clerk of Court - Common Pleas
100 Broad Street
Charleston, South Carolina 29401

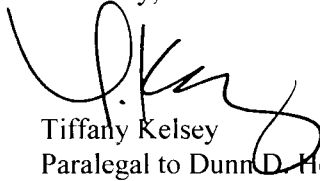
Re: Palmetto Pointe at Peas Island Condominium POA., Inc., et al v. Island Pointe, LLC., et al.
Case No. 2015-CP-10-0955

Dear Madam Clerk:

Please find enclosed the original and one (1) copy of Consent Order of Dismissal with Prejudice as to Defendant Atlantic Building Construction Services, Inc. N/K/A Atlantic Construction Services, Inc. in the above referenced matter. Also enclosed is a \$25.00 check for the same. Please file the original and return the file stamped copy to me in the self-addressed, stamped envelope provided herein. By copy of this letter I am serving the same upon all counsel of record.

Thank you in advance for your time and assistance. Please feel free to contact us should you have any questions.

Sincerely,



Tiffany Kelsey
Paralegal to Dunn D. Hollingsworth
And Michael E. Wright

\tnk
Enclosures

cc w/encl. via e-mail only: All Counsel of Record

R-0156

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,

) IN THE COURT OF COMMON PLEAS

)
) NINTH JUDICIAL CIRCUIT

) CASE NO. 2015-CP-10-0955

FILED
2019 JUN - 7 PM 2:55
JULIE J. ARMSTRONG
CLERK OF COURT

**ORDER OF DISMISSAL
WITH PREJUDICE AS TO
CERTAIN DEFENDANTS**

(DOES NOT END CASE)

LLC AND D/B/AH AND A FRAMING, LLC,)
H&A CONSTRUCTION, AND HAND A)
CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)

COMPLETE BUILDING CORPORATION,)
INC.,)

Third-Party Plaintiff,)

VS.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.,)

Third-Party Plaintiff,)

VS.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

AMERICAN RESIDENTIAL SERVICES, LLC,)

Third-Party Plaintiff,)

VS.)

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.)

This matter comes before the Court on Motion of Plaintiffs Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, Individually and on behalf of all others similarly situated, seeking the dismissal of Defendants Creekside, Inc., Mosely Concrete, Andersen Windows, Inc., Complete Building Corporation, Eloy Alonzo Vasquez, Miracle Siding LLC, Wilson Lucas Sales d/b/a Miracle Siding, LLC, and Stanley's Vinyl Fence Designs from the above-captioned action, with prejudice.

WHEREAS, Plaintiffs have settled with Defendants Creekside, Inc., Mosely Concrete, Andersen Windows, Inc., Complete Building Corporation, Eloy Alonzo Vasquez, Miracle Siding LLC, Wilson Lucas Sales d/b/a Miracle Siding, LLC, and Stanley's Vinyl Fence Designs for good, valuable, fair, and adequate consideration;

WHEREAS, Plaintiff Palmetto Point at Peas Island Condominium Property Owners Association, Inc. (the "Association") is the assignee of 100% of its members;

IT IS HEREBY ORDERED that Plaintiffs' claims be dismissed and ended with prejudice as to Defendants Creekside, Inc., Mosely Concrete, Andersen Windows, Inc., Complete Building Corporation, Eloy Alonzo Vasquez, Miracle Siding LLC, Wilson Lucas Sales d/b/a Miracle Siding, LLC, and Stanley's Vinyl Fence Designs only; and

IT IS FURTHER ORDERED that all actual and potential crossclaims by Defendants Creekside, Inc., Mosely Concrete, Andersen Windows, Inc., Complete Building Corporation, Eloy Alonzo Vasquez, Miracle Siding LLC, Wilson Lucas Sales d/b/a Miracle Siding, LLC, and Stanley's Vinyl Fence Designs are dismissed with prejudice.

As this settlement and dismissal is of all claims in this case against Defendants Creekside, Inc., Mosely Concrete, Andersen Windows, Inc., Complete Building Corporation, Eloy Alonzo Vasquez, Miracle Siding LLC, Wilson Lucas Sales d/b/a Miracle Siding, LLC, and Stanley's Vinyl

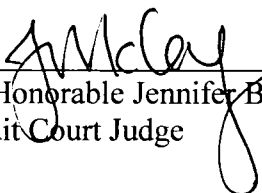
JBW/3

Fence Designs, and is being consummated with good and adequate consideration, this Order of Dismissal shall dismiss Defendants Creekside, Inc., Mosely Concrete, Andersen Windows, Inc., Complete Building Corporation, Eloy Alonzo Vasquez, Miracle Siding LLC, Wilson Lucas Sales d/b/a Miracle Siding, LLC, and Stanley's Vinyl Fence Designs from this action with prejudice. This dismissal does not end the case.

This Honorable Court retains jurisdiction to enforce or vacate the settlements between the respective parties for sixty (60) days from the filing of this Order.

IT IS SO ORDERED!

Charleston, South Carolina
June 1, 2019



The Honorable Jennifer B. McCoy
Circuit Court Judge

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,

) IN THE COURT OF COMMON PLEAS

) NINTH JUDICIAL CIRCUIT

) CASE NO. 2015-CP-10-0955

**CONSENT ORDER FOR PRODUCTION
OF CONFIDENTIAL SETTLEMENT
AGREEMENTS**

FILED
2019 JUN -7 PM 2:58
JULIE J. ARMSTRONG
CLERK OF COURT

LLC AND D/B/AH AND A FRAMING, LLC,)
H&A CONSTRUCTION, AND HAND A)
CONSTRUCTION; JMC CONSTRUCTION,)
INC.; JMC CONSTRUCTION, LLC; JOHN)
DOE 1-15,)

Defendants.)

COMPLETE BUILDING CORPORATION,)
INC.,)

Third-Party Plaintiff,)

VS.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.,)

Third-Party Plaintiff,)

VS.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

AMERICAN RESIDENTIAL SERVICES, LLC,)

Third-Party Plaintiff,)

VS.)

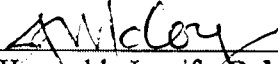
VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.)

This matter comes before the Court upon the consent of the below parties. Defendant Tri-County Roofing, Inc. seeks production of Plaintiffs' settlement agreements to review for potential setoffs. Plaintiffs are ordered to produce them and Tri-County Roofing, Inc. is ordered to maintain them as confidential and destroy them at the conclusion of the litigation. This Order is without prejudice to either party's position on the appropriateness of setoff or lack thereof.

IT IS SO ORDERED!

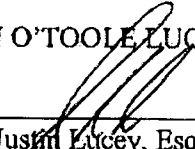
Charleston, South Carolina
June 7, 2019



The Honorable Jennifer B. McCoy.
Circuit Court Judge

WE SO AGREE AND CONSENT:

JUSTIN O'TOOLE LUCEY, P.A.

BY: 

Justin Lucey, Esquire
Stephanie D. Drawdy, Esquire
415 Mill Street
Mount Pleasant, SC 29464

AND

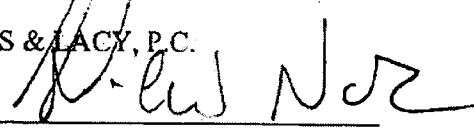
Edward D. Buckley, Jr., Esquire
Young Clement Rivers, LLP
P.O. Box 993
25 Calhoun Street, Suite 400
Charleston, SC 29402

Attorneys for Plaintiffs

WE SO AGREE AND CONSENT:

COLLINS & LACY, P.C.

BY:


Andrew Cole, Esquire
Post Office Box 12487
Columbia, SC 29211
803.256.2660 (voice)
803.771.4484 (fax)
acole@collinsandlacy.com

6-6-2019

Attorneys for Tri-County Roofing, Inc.

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-10-00955

Palmetto Pointe at Peas Island Condominium
Property Owners Association, et al.

Island Pointe, LLC, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Defendant Tri-County Roofing, Inc.'s Motions for Judgment Not Withstanding the Verdict, New Trial Absolute, and New Trial Nisi Remittitur are DENIED.

Additionally, Tri-County Roofing, Inc.'s motion regarding the award of punitive damages is DENIED. The jury awarded punitive damages in the amount of \$500,000 against Defendants Tri-County Roofing, Inc., and Complete Building Corporation. The court has reviewed the award of punitive damages and finds it appropriate pursuant to the factors articulated in both *BMW of North America v. Gore*, 517 U.S. 559, 116 S.Ct. 1589, 134 L.Ed.2d 809 (1996), and *Gamble v. Stevenson*, 305 S.C. 104, 406 S.E.2d 350 (1991). Punitive damages are appropriate where there is evidence of recklessness or grossly negligent conduct. *Daniels v. Bernard*, 270 S.C. 51, 240 S.E.2d 518 (1978). Sufficient evidence was presented at trial of Defendant TCR and CBC's gross negligence, specifically in the form of testimony regarding building code violations, among other issues. Therefore, the court properly charged the jury that an award of punitive damages was appropriate, and, given the Plaintiffs' damages, the award of \$500,000.00 in punitive damages against TCR is not excessive.

As to Tri-County Roofing, Inc.'s Motion for Setoff, the judgment against TCR should be reduced by \$1,670,000.00 for a total judgment against TCR of \$5,330,000.00 in accordance with the Plaintiffs' proposed allocations and setoff amounts. Plaintiffs may file a proposed formal order to this effect if necessary.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

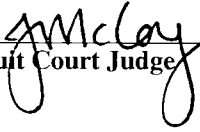
N/A		

If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.


Circuit Court Judge

2764

Judge Code

7/18/19

Date

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

) CASE NO. 2015-CP-10-0955

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTEED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,
LLC AND D/B/AH AND A FRAMING, LLC,

FILED
2019 SEP 25 PM 4:11
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

**ORDER DENYING TRI-COUNTY
ROOFING, INC.'S MOTION TO
RECONSIDER**

H&A CONSTRUCTION, AND HAND A
CONSTRUCTION; JMC CONSTRUCTION,
INC.; JMC CONSTRUCTION, LLC; JOHN
DOE 1-15,

Defendants.

COMPLETE BUILDING CORPORATION,
INC.,

Third-Party Plaintiff,

VS.

LEONARD T. BROWNE AND
CHRISTOPHER N. UNION,

Third-Party Defendants.

CREEKSID, INC.,

Third-Party Plaintiff,

VS.

CHRISTOPHER N. UNION,

Third-Party Defendant.

AMERICAN RESIDENTIAL SERVICES, LLC,

Third-Party Plaintiff,

VS.

VICTOR HUGO HERNANDEZ; HERNANDEZ
ELECTRIC, LLC; LILIANA ROJAS FLORES;
MARTIN BARR D/B/A PORT CITY
STRUCTURED WIRING; KELLER
ELECTRIC, LLC; JOHN TOOLIN D/B/A
JOHN F. TOOLIN HEAT AND AIR; RUSSELL
"RUSTY" HILL D/B/A RUSTY'S HEATING &
AIR; and WARREN ANDERSON,

Third-Party Defendants.

This construction defendant case is before the court upon Tri-County Roofing, Inc.'s ("TCR") Motion to Reconsider this Court's Order filed July 23, 2019, which allowed a setoff in favor of TCR in the amount of \$1,670,000.00 against the jury verdict of \$6,500,000.00 actual damages and \$500,000.00 punitive damages. TCR contends that the Court should reconsider and revise its setoff to allow the sum of \$5,415,000.00 rather than the \$1,670,000.00 allowed in my Order.

I have reviewed TCR's motion, Exhibit "A" incorporated therein, (which Exhibit was presented to and considered by the Court in TCR's post-trial motions filed May 28, 2019), the Plaintiffs' Memorandum in Opposition to TCR's Motion to Reconsider, and TCR's reply to Plaintiffs' opposition memorandum. I also have consider the evidence presented at trial as well as the absence of evidence to establish that the setoff TCR seeks is warranted.

At trial, plaintiff presented evidence of actual damages in excess of \$12,000,000.00. Their earlier estimate which predated most of the settlement plaintiffs received, was \$15,257,000.00. That estimate was introduced at trial by the defendants. The jury awarded actual damages of \$6,500,000.00. The court cannot parce the jury's award to determine which items or portions of plaintiffs' claims it accepted or, conversely, which items it allowed. The plaintiffs presented evidence that they had reduced their damages estimate and eliminated a number of defects from the \$15,257,000.00 jury's consideration prior to the close of the evidence.

TCR has not demonstrated to the court that it is entitled to a dollar-for-dollar setoff of all sums Plaintiffs have received from the settling defendants, nor can TCR do so based upon the record before me.

I find that TCR has failed to establish that the settlements plaintiffs received in excess of \$1,670,000.00 are damages awarded against a settling joint tortfeasors who has compensated the Plaintiff for the same claim and for the same injury. S.C. Code Ann. §15-38-50; Smith v. Widener, 397 S.C. 468, 471-472, 724 S.E. 2nd 188, 190 (Ct. App.2012). Here, the record before the Court reflects that only \$1,670,000.00 in settlement meets those criteria. The remaining settlements, as allocated by the settling defendants and the plaintiffs, compensate the Plaintiffs for different injuries from those tried to verdict. Hawkins v. Pathology Assoc. of Greenville, P.A., 330 S.C. 92, 114-115, 498 S.E. 2nd 395, 407 (Ct. App. 1998). By way of illustration, H and A Framing paid \$500,000.00 for damages to shear walls, window installation, deflecting floors and framing defects. Arguably, none of that settlement represents compensation for damages which are included in the jury's verdict against TCR. Nevertheless, the court in the exercise of its discretion, accepted the plaintiffs' allocation of \$50,000.00 of that sum as damages potentially representing TCR's joint liability, and the court included that amount in its setoff. The court analyzed each of the settlements in the same manner.

Where, as here, the moving party seeks to setoff damages which are not compensation for the same damages encompassed with the jury's verdict, the Court must determine whether the plaintiffs' allocations with the settlement defendants amount to an unfair windfall to the plaintiffs. TCR has failed to meet its burden of persuasion to demonstrate to the court that the allocations, though clearly beneficial to the plaintiffs, are unfair or unjust.

As the Supreme Court elucidated in Riley v. Ford Motor Co., 414 S.C. 185, 186, 777 S.E. 2d 824, 831 (2015),

A plaintiff who enters into a settlement with a defendant gains a position of control and acquires leverage in relation to a nonsettling defendant. This posture is reflected in the plaintiff's ability to apportion the settlement proceeds in the manner most

advantageous to it. Settlements are not designed to benefit nonsettling third parties. They are instead created by the settling parties in the interests of these parties. If the position of a nonsettling defendant is worsened by the terms of a settlement, this is the consequence of a refusal to settle. A defendant who fails to bargain is not rewarded with the privilege of fashioning and ultimately extracting a benefit from the decisions of those who do.

Id. (citations and quotations omitted). Thus, a Court cannot “disturb the settling parties’ agreed-upon allocation solely because the apportionment may have been advantageous to [Plaintiff].” *Id.*

Again, by way of illustration, the design professional, Novus Architects settled for \$600,000.00. TCR has not demonstrated any evidence in the record to establish that Novus was, or ever could be, jointly responsible for TCR’s hundreds or perhaps, thousands of code violations in the defective installation of otherwise non-defective materials such as roof shingles and siding. Yet, TCR advocates for a setoff in the entire amount of the Novus payment. The court found initially and now reaffirms its earlier finding that TCR has not established that the Novus settlements and other like settlement overlap or coincide with the damages the jury awarded against it.

The court notes also and has considered that counsel for the general contractor, Complete Building Corp. (“CBC”) argued extensively to the jury that the jury should exclude from its award damages for which the plaintiffs had been compensated prior to submission of the case to the jury. On its face, the award of approximately half the plaintiffs’ claimed damages indicates that the jury may have done that here.

The court has analyzed each and every settlement, the allocations the settling parties argued upon the record in this case, and TCR’s arguments with regard to each of those payments. The court is convinced and finds that the setoff in the amount of \$1,670,000.00 actual damages is

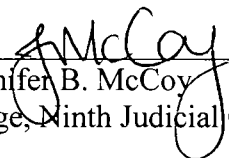
appropriate, just and fair. TCR is not entitled to any setoff for the \$500,000.00 punitive damages awarded against it.

THEREFORE, the court orders that TCR's motion is denied;

FURTHER, that the judgment entered in the amount of \$5,330,000.00 reflects the setoff to which TCR is entitled; and

FURTHER, that the entry of judgment in the amount of \$5,330,000.00 against TCR remains the order of this court.

IT IS SO ORDERED.



Jennifer B. McCoy
Judge, Ninth Judicial Circuit

September 24, 2019
Charleston, S.C.

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Jennifer B. McCoy, Circuit Court Judge

Civil Action No. 2015-CP-10-00955

RECEIVED
OCT 14 2019
SC Court of Appeals

Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. And Jack Love,
Individually, and on behalf of all others similarly situated, ... Plaintiffs,

vs.

Island Pointe, LLC; Complete Building Corporation; Tri-County Roofing, Inc.; Creekside, Inc;
American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston; Andersen Windows,
Inc; Atlantic Building Construction Services, Inc., n/k/a Atlantic Construction Services, Inc.;
Builder Services Group, Inc. d/b/a Gale Contractor Services; Novus Architects, Inc., f/k/a SGM
Architects, Inc.; Tallent and Sons, Inc; W C Services, Inc.; CRG Engineering, Inc; CertainTeed
Corporation; Kelly Flooring Products, Inc, d/b/a Carpet Baggers; Cornerstone Construction and
Mark Malloy d/b/a Cornerstone Construction; Miracle Siding, LLC and Wilson Lucas Sales d/b/a
Miracle Siding, LLC; Mark Palpoint a/k/a Micah Palpoint; Elroy Alonzo Vasquez; Chris a/k/a
John Doe 61; Alderman Construction; Stanley's Vinyl Fence Designs; Cohen's Drywall Company,
Inc; Mosely Concrete; Hand A Framing Construction, LLC a/k/a H&A Framing Construction,
LLC and d/b/a H and A Framing, LLC, H&A Construction, and Hand A Construction; JMC
Construction, Inc; JMC Construction, LLC; John Doe 1—15, ... Defendants,

-and-

Complete Building Corporation, Inc.,.....Third-Party Plaintiff,

vs.

Leonard T. Browne And Christopher N. Union, ...Third-Party Defendants,

-and-

Creekside, Inc., ...Third-Party Plaintiff,

vs.

Christopher N. Union..... Third-Party Defendant,

-and-

American Residential Services, LLC,..... Third-Party Plaintiff,

vs.

Victor Hugo Hernandez; Hernandez Electric, LLC; Liliana Rojas Flores; Martin Barr d/b/a Port City Structured Wiring; Keller Electric, LLC; John Toolin d/b/a John F. Toolin Heat And Air; Russell "Rusty" Hill d/b/a Rusty's Heating & Air; and Warren Anderson, ... Third-Party Defendants.

-of whom -

Palmetto Pointe At Peas Island Condominium Property; Owners Association, Inc. And Jack Love, Individually, and on behalf of all others similarly situated, ... Respondent.

vs.

Tri-County Roofing, Inc. Appellant.

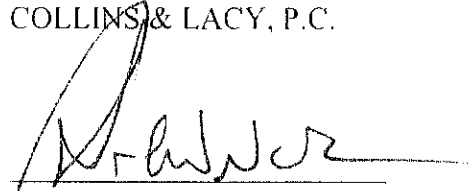
NOTICE OF APPEAL

Tri-County Roofing, Inc. ("Appellant") timely appeals two (2) Orders of the Honorable Jennifer B. McCoy in the above matter: (1) July 23, 2019 Form 4 Judgement Order Denying Tri-County Roofing, Inc.'s Motions for Judgment Not Withstanding the Verdict, New Trial Absolute, and New Trial Nisi Remittitur and Denying Tri-County Roofing, Inc.'s Motion Regarding the Award of Punitive Damages and (2) September 25, 2019 Order Denying Tri-County Roofing, Inc.'s Motion to Reconsider. Copies of these Orders are attached hereto. Appellant received written notice by electronic copy of the form order on July 24, 2019 and of the second order by electronic copy on October 4, 2019.

Respectfully submitted,

COLLINS & LACY, P.C.

By:



Andrew N. Cole, Esquire
acole@collinsandlacy.com
Post Office Box 12487
Columbia, SC 29211
803.256.2660 (voice)
803.771.4484 (fax)

October 14, 2019
Columbia, South Carolina

ATTORNEYS FOR TRI-COUNTY
ROOFING, INC

Other Counsel of Record:

Justin O. Lucey, Esquire
Stephanie Drawdy, Esquire
Joshua F. Evans, Esquire
Lucey Law Firm
415 Mill Street
Mt. Pleasant, SC 29464
jlucey@lucey-law.com
sdawdy@lucey-law.com
jevans@lucey-law.com

-and-

Edward D. Buckley, Jr., Esquire
Post Office Box 993
Charleston, SC 29402
ebuckley@verlaw.com

*Counsel for Palmetto Pointe At Peas Island
Condominium Property Owners Association, Inc.
And Jack Love, Individually, and on behalf of
all others similarly situated*

James L. Williams, Esquire
Collins & Lacy, P.C.
Post Office Box 12487
Columbia, SC 29211
jwilliams@collinsandlacy.com
***Attorneys for JMC Construction, Inc., JMC
Construction LLC***

F. Cordes Ford, I, Esquire
Heather Chiovaro, Esquire
Womble Bond Dickinson
Post Office Box 999
Charleston, SC 29402
cordes.ford@wbd-us.com
heather.chiovaro@wbd-us.com
***Attorneys for American Residential Services, LLC
d/b/a ARS Rescue Rooter Charleston***

Graham Powell, Esquire
John J. Dodds, IV, Esquire
Wall Templeton
145 King Street, Suite 300
Post Office Box 1200
Charleston, SC 29402
Graham.Powell@WallTempleton.com
John.Dodds@WallTempleton.com
Attorneys for Andersen Windows Inc.

S. Markey Stubbs, Esq,
Baker Ravenel & Bender, LLP
Post Office Box 8057
Columbia, SC 29202
mstubbs@brblegal.com
Attorney for Creekside, Inc.

David S. Cobb, Esquire
Turner Padget Graham & Laney, P.A.
Post Office Box 22129
Charleston, SC 29413
dcobb@turnernadget.com
Attorney for Complete Building Corporation, Inc.

David A. Anderson, Esquire
Jasmine Wyman, Esquire
Richardson Plowden & Robinson, PA.
Post Office Drawer 7788
Columbia, SC 29202
danderson@richardsonplowden.com
jwyman@RichardsonPlowden.com
Attorneys for Mosley Concrete

Everett A. Kendall, II; Esquire
Murphy & Grantland, P.A.
Post Office Box 6648
Columbia, SC 29260
rkendall@murphygrantland.com
Attorneys for Complete Building Corporation

Brent M. Boyd, Esquire
Murphy & Grantland, PA
Post Office Box 6648
Columbia, SC 29211
bboyd@murphygrantland.com
***Attorneys for Gutter Works, Gutter Works, Inc,
Kelly Flooring Products, Inc. d/b/a
Carpet Baggers, and Michael L. Segers***

Bonum S. Wilson, III, Esquire
Brandon T. Reeser, Esquire
Wilson & Heyward, LLC
Post Office Box 13177 Charleston, SC 29422
bwilson@wilsonheyward.com
breeser@wilsonheyward.com
***Attorneys for Miracle Siding, LLC, Wilson Lucas Sales
d/b/n Miracle Siding, LLC and Eloy Alonzo Vasquez***

James H. Elliott, Jr., Esquire
F. Heyward Grimball, Esquire
Richardson Plowden & Robinson, P.A.
171 Church Street, Suite 150
Charleston, SC 29401
jelliott@richardsonplowden.com
thgrimball@richardsonplowden.com
***Attorneys for Atlantic Construction Services, Inc.
and Keller Electric, LLC***

Michael E. Wright, Esquire
Dunn Hollingsworth, Esquire
Robertson Hollingsworth Manos & Rahn, LLC.
550 King Street, Suite 300
Charleston, SC 29403
mew@goqlaw.com
Attorney for Atlantic Construction Services, Inc.

James A. Atkins, Esquire
Clawson and Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, so 29492-8144
jatkins@clawsonandstaubes.com
Attorney for W C Services, Inc.

Erin D. Dean, Esquire
Tapper, Grimsley, Dean & Canaday, P.A.
Post Office Box 2055
Beaufort, SC 29901-2055
erindea@tgdepa.com
Attorney for Warren Anderson

G. Troy Thames, Esquire
Willson, Jones, Carter & Baxley, PA
421 Wando Park Blvd., Suite 100
Mt. Pleasant, SC 29464
tthames@wjlaw.net
Attorney for Stanley's Vinyl Fence Designs

Christopher M. Adams, Esquire
James L. Williams, Esquire
Collins & Lacy, P.C.
Post Office Box 12487
Columbia, SC 29211
cadams@collinsandlacy.com
jwilliams@collinsandlacy.com
Attorneys for Martin Barr and Port City Structured Wiring

Shanna M. Stephens, Esquire
Jonathan L. Anderson, Esquire
Thomas F. Drazan, Esquire
Anderson, Reynolds & Stephens, LLC
Post Office Box 87
Charleston, SC 29401
ssstephens@arlawsc.com
janderson@arlawsc.com
Attorneys for Keller Electric LLC and Mr. Gutter

Joseph S. McCue, Esquire
Collins & Lacy, P.C.
Post Office Box 12487
Columbia, SC 29211
jmccue@collinsandlacy.com
***Attorney for Builder Services Group Inc. d/b/a
Gale Contractor Services***

Michael Ethridge, Esquire
Suzanne E. Deters, Esquire
Ethridge Law Group, LLC
Post Office Box 20969
Charleston, SC 29413
methridge@ethridgelawgroup.com
sdeters@ethridgelawgroup.com
***Attorneys for Liliana Rojas Flores,
Cornerstone Construction and Mark Malloy
d/b/a Cornerstone Construction, Mark Malloy***

Robert Trippett Boineau III, Esquire
J. Adam Ribock, Esquire
McAngus, Goudelock & Courie, LLC
PO. Box 12519 Columbia, SC 29211
Trippett.boineau@mangelaw.com
Adam.ribock@mangelaw.com
Attorneys for Alderman Construction

Carlisle Edwards, IL, Esquire
McAngus, Goudelock & Courie, LLC
P.O. Box 650007
Mt. Pleasant, SC 29465
cedwards@mangelaw.com
Attorney for Cohen 's Drywall

Eric G. Fosmire, Esquire
The Fosmire Law Firm, LLC
Post Office Box 153
Columbia, SC 29202
Eric.fosmire@fosmirelaw.com
***Attorney for Thomas Litchfield and
Litchfield Seamless Gutters and Windows, LLC***

Michael R. Daniel, Esquire
Daniel Law Firm
336 Cardinal Road
Elloree, SC 29047
mdaniel@daniellawfirm.net
Attorney for Leonard T. Browne a/k/a Tommy Browne

James Lynn Werner, Esquire
John G. Tamasitis, Esquire
Parker Poe Adams & Bernstein, LLP
1221 Main Street, Suite 1100
Post Office Box 1509 (29202)
Columbia, SC 29201
jimwerner@parkerpoe.com
johnntamasitis@parkerpoe.com
Attorney for Defendant CertainTeed Corporation

Michael B.T. Wilkes, Esquire
Alex Joyner, Esquire
Wilkes Law Firm, PA.
127 Dunbar Street, Suite 200
Spartanburg, SC 29306
mwilkes@wilkeslaw.com
ajoyner@wilkeslaw.com
Attorney for Novus Architects, Inc. f/k/a SCM Architects, Inc.

Kevin M. O'Brien, Esquire
Phelps Dunbar, LLP
GlenLake One
4140 Park Lake Avenue, Suite 100
Raleigh, NC 27612-3723
Kevin.obrien@phelps.com
***Attorney for H&A Framing Construction, LLC
H&A Framing Construction, LLC***

Steven L. Smith, Esquire
Zachary J. Closser, Esquire
Samuel M. Wheeler, Esquire
Smith Closser, P.A.
Post Office Box 40578
Charleston, SC 29423
zclosser@senlaw.com
Attorneys for Tri County Roofing, Inc.

Christopher M. Ramsey, Esquire
The Bostic Law Firm Group, P.A.
2236 Ashley Crossing Drive
Charleston, SC 29414
cransey@bosticlaw.com
Attorney for Island Pointe, LLC and Christopher N. Union

Bachman S. Smith, IV, Esquire
Haynsworth Sinkler Boyd, P.A.
Post Office Box 340
Charleston, SC 29402-0340
bsmithiv@hsblawfirm.com
***Attorney for Russell Rusty Hill, Rusty's
Heating and Air and Rusty's Heating & Air***

Ian S. Ford, Esquire
Hunter H. James
Ford Wallace Thomson, LLC
715 King Street
Charleston, SC 29403
Ian.Ford@FordWallace.com
Hunter.James@FordWallace.com
Attorneys for John E Toolin Heat and Air and John Toolin

W. Duffie Powers, Esquire
R. Batten Farrar, Esquire
Carter Massingill
Gallivan, White & Boyd, P.A.
Post Office Box 10589
Greenville, SC 29603
dpowers@gwblawfirm.com
bfarrar@gwblaw.com
cmassingill@gwblawfirm.com
Attorneys for Tallent and Sons, Inc.

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-10-00955

Palmetto Pointe at Peas Island Condominium
Property Owners Association, et al.
PLAINTIFF(S)

Island Pointe, LLC, et al.
DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Defendant Tri-County Roofing, Inc.'s Motions for Judgment Not Withstanding the Verdict, New Trial Absolute, and New Trial Nisi Remittitur are DENIED.

Additionally, Tri-County Roofing, Inc.'s motion regarding the award of punitive damages is DENIED. The jury awarded punitive damages in the amount of \$500,000 against Defendants Tri-County Roofing, Inc., and Complete Building Corporation. The court has reviewed the award of punitive damages and finds it appropriate pursuant to the factors articulated in both *BMW of North America v. Gore*, 517 U.S. 559, 116 S.Ct. 1589, 134 L.Ed.2d 809 (1996), and *Gamble v. Stevenson*, 305 S.C. 104, 406 S.E.2d 350 (1991). Punitive damages are appropriate where there is evidence of recklessness or grossly negligent conduct. *Daniels v. Bernard*, 270 S.C. 51, 240 S.E.2d 518 (1978). Sufficient evidence was presented at trial of Defendant TCR and CBC's gross negligence, specifically in the form of testimony regarding building code violations, among other issues. Therefore, the court properly charged the jury that an award of punitive damages was appropriate, and, given the Plaintiffs' damages, the award of \$500,000.00 in punitive damages against TCR is not excessive.

As to Tri-County Roofing, Inc.'s Motion for Setoff, the judgment against TCR should be reduced by \$1,670,000.00 for a total judgment against TCR of \$5,330,000.00 in accordance with the Plaintiffs' proposed allocations and setoff amounts. Plaintiffs may file a proposed formal order to this effect if necessary.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

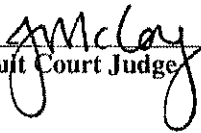
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

N/A		
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

 Circuit Court Judge	2764 Judge Code	7/18/19 Date

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

) CASE NO. 2015-CP-10-0955

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTEED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,
LLC AND D/B/AH AND A FRAMING, LLC,

FILED
2019 SEP 25 PM 4:11
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

**ORDER DENYING TRI-COUNTY
ROOFING, INC.'S MOTION TO
RECONSIDER**

H&A CONSTRUCTION, AND HAND A
CONSTRUCTION; JMC CONSTRUCTION,
INC.; JMC CONSTRUCTION, LLC; JOHN
DOE 1-15,

Defendants.

COMPLETE BUILDING CORPORATION,
INC.,

Third-Party Plaintiff,

VS.

LEONARD T. BROWNE AND
CHRISTOPHER N. UNION,

Third-Party Defendants.

CREEKSID, INC.,

Third-Party Plaintiff,

VS.

CHRISTOPHER N. UNION,

Third-Party Defendant.

AMERICAN RESIDENTIAL SERVICES, LLC,

Third-Party Plaintiff,

VS.

VICTOR HUGO HERNANDEZ; HERNANDEZ)
ELECTRIC, LLC; LILIANA ROJAS FLORES;)
MARTIN BARR D/B/A PORT CITY)
STRUCTURED WIRING; KELLER)
ELECTRIC, LLC; JOHN TOOLIN D/B/A)
JOHN F. TOOLIN HEAT AND AIR; RUSSELL)
"RUSTY" HILL D/B/A RUSTY'S HEATING &)
AIR; and WARREN ANDERSON,)

Third-Party Defendants.

This construction defendant case is before the court upon Tri-County Roofing, Inc.'s ("TCR") Motion to Reconsider this Court's Order filed July 23, 2019, which allowed a setoff in favor of TCR in the amount of \$1,670,000.00 against the jury verdict of \$6,500,000.00 actual damages and \$500,000.00 punitive damages. TCR contends that the Court should reconsider and revise its setoff to allow the sum of \$5,415,000.00 rather than the \$1,670,000.00 allowed in my Order.

I have reviewed TCR's motion, Exhibit "A" incorporated therein, (which Exhibit was presented to and considered by the Court in TCR's post-trial motions filed May 28, 2019), the Plaintiffs' Memorandum in Opposition to TCR's Motion to Reconsider, and TCR's reply to Plaintiffs' opposition memorandum. I also have consider the evidence presented at trial as well as the absence of evidence to establish that the setoff TCR seeks is warranted.

At trial, plaintiff presented evidence of actual damages in excess of \$12,000,000.00. Their earlier estimate which predated most of the settlement plaintiffs received, was \$15,257,000.00. That estimate was introduced at trial by the defendants. The jury awarded actual damages of \$6,500,000.00. The court cannot parce the jury's award to determine which items or portions of plaintiffs' claims it accepted or, conversely, which items it allowed. The plaintiffs presented evidence that they had reduced their damages estimate and eliminated a number of defects from the \$15,257,000.00 jury's consideration prior to the close of the evidence.

TCR has not demonstrated to the court that it is entitled to a dollar-for-dollar setoff of all sums Plaintiffs have received from the settling defendants, nor can TCR do so based upon the record before me.

I find that TCR has failed to establish that the settlements plaintiffs received in excess of \$1,670,000.00 are damages awarded against a settling joint tortfeasors who has compensated the Plaintiff for the same claim and for the same injury. S.C. Code Ann. §15-38-50; Smith v. Widener, 397 S.C. 468, 471-472, 724 S.E. 2nd 188, 190 (Ct. App.2012). Here, the record before the Court reflects that only \$1,670,000.00 in settlement meets those criteria. The remaining settlements, as allocated by the settling defendants and the plaintiffs, compensate the Plaintiffs for different injuries from those tried to verdict. Hawkins v. Pathology Assoc. of Greenville, P.A., 330 S.C. 92, 114-115, 498 S.E. 2nd 395, 407 (Ct. App. 1998). By way of illustration, H and A Framing paid \$500,000.00 for damages to shear walls, window installation, deflecting floors and framing defects. Arguably, none of that settlement represents compensation for damages which are included in the jury's verdict against TCR. Nevertheless, the court in the exercise of its discretion, accepted the plaintiffs' allocation of \$50,000.00 of that sum as damages potentially representing TCR's joint liability, and the court included that amount in its setoff. The court analyzed each of the settlements in the same manner.

Where, as here, the moving party seeks to setoff damages which are not compensation for the same damages encompassed with the jury's verdict, the Court must determine whether the plaintiffs' allocations with the settlement defendants amount to an unfair windfall to the plaintiffs. TCR has failed to meet its burden of persuasion to demonstrate to the court that the allocations, though clearly beneficial to the plaintiffs, are unfair or unjust.

As the Supreme Court elucidated in Riley v. Ford Motor Co., 414 S.C. 185, 186, 777 S.E. 2d 824, 831 (2015),

A plaintiff who enters into a settlement with a defendant gains a position of control and acquires leverage in relation to a nonsettling defendant. This posture is reflected in the plaintiff's ability to apportion the settlement proceeds in the manner most

advantageous to it. Settlements are not designed to benefit nonsettling third parties. They are instead created by the settling parties in the interests of these parties. If the position of a nonsettling defendant is worsened by the terms of a settlement, this is the consequence of a refusal to settle. A defendant who fails to bargain is not rewarded with the privilege of fashioning and ultimately extracting a benefit from the decisions of those who do.

Id. (citations and quotations omitted). Thus, a Court cannot “disturb the settling parties’ agreed-upon allocation solely because the apportionment may have been advantageous to [Plaintiff].” *Id.*

Again, by way of illustration, the design professional, Novus Architects settled for \$600,000.00. TCR has not demonstrated any evidence in the record to establish that Novus was, or ever could be, jointly responsible for TCR’s hundreds or perhaps, thousands of code violations in the defective installation of otherwise non-defective materials such as roof shingles and siding. Yet, TCR advocates for a setoff in the entire amount of the Novus payment. The court found initially and now reaffirms its earlier finding that TCR has not established that the Novus settlements and other like settlement overlap or coincide with the damages the jury awarded against it.

The court notes also and has considered that counsel for the general contractor, Complete Building Corp. (“CBC”) argued extensively to the jury that the jury should exclude from its award damages for which the plaintiffs had been compensated prior to submission of the case to the jury. On its face, the award of approximately half the plaintiffs’ claimed damages indicates that the jury may have done that here.

The court has analyzed each and every settlement, the allocations the settling parties argued upon the record in this case, and TCR’s arguments with regard to each of those payments. The court is convinced and finds that the setoff in the amount of \$1,670,000.00 actual damages is

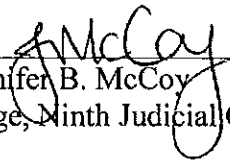
appropriate, just and fair. TCR is not entitled to any setoff for the \$500,000.00 punitive damages awarded against it.

THEREFORE, the court orders that TCR's motion is denied;

FURTHER, that the judgment entered in the amount of \$5,330,000.00 reflects the setoff to which TCR is entitled; and

FURTHER, that the entry of judgment in the amount of \$5,330,000.00 against TCR remains the order of this court.

IT IS SO ORDERED.



Jennifer B. McCoy
Judge, Ninth Judicial Circuit

September 24, 2019
Charleston, S.C.

JULIE J. ARMSTRONG
CLERK OF COURT, C.F. & G.S.
100 BROAD STREET, SUITE 100
CHARLESTON, SC 29401-2268
RETURN SERVICE REQUESTED



clerkofcourt.charlestoncounty.org

19



ANDREW N. COLE
PO BOX 12487
COLUMBIA SC 29211-2487

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRCF

Order Denying Tri-County Roofing's Motion to Reconsider

CASE NO: 2015CP1000955

Palmetto Pointe at Peas Island Condominium Property Owners A , plaintiff, et al VS Island Pointe

This judgment was entered on the 25th day of September, 2019, and notice mailed first class on Tuesday, October 01, 2019, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at <http://clerkofcourt.charlestoncounty.org> or obtain a copy in person at the Clerk of Court's Office during regular Charleston County business hours.

R-0191

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Jennifer B. McCoy, Circuit Court Judge

Civil Action No. 2015-CP-10-00955

RECEIVED

OCT 14 2019

SC Court of Appeals

Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. And Jack Love,
Individually, and on behalf of all others similarly situated, ... Plaintiffs,

vs.

Island Pointe, LLC; Complete Building Corporation; Tri-County Roofing, Inc.; Creekside, Inc;
American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston; Andersen Windows,
Inc; Atlantic Building Construction Services, Inc., n/k/a Atlantic Construction Services, Inc.;
Builder Services Group, Inc. d/b/a Gale Contractor Services; Novus Architects, Inc., f/k/a SGM
Architects, Inc.; Tallent and Sons, Inc; W C Services, Inc.; CRG Engineering, Inc; CertainTeed
Corporation; Kelly Flooring Products, Inc, d/b/a Carpet Baggers; Cornerstone Construction and
Mark Malloy d/b/a Cornerstone Construction; Miracle Siding, LLC and Wilson Lucas Sales d/b/a
Miracle Siding, LLC; Mark Palpoint a/k/a Micah Palpoint; Elroy Alonzo Vasquez; Chris a/k/a
John Doe 61; Alderman Construction; Stanley's Vinyl Fence Designs; Cohen's Drywall Company,
Inc; Mosely Concrete; Hand A Framing Construction, LLC a/k/a H&A Framing Construction,
LLC and d/b/a H and A Framing, LLC, H&A Construction, and Hand A Construction; JMC
Construction, Inc; JMC Construction, LLC; John Doe 1—15, ... Defendants,

-and-

Complete Building Corporation, Inc,..... Third-Party Plaintiff,

vs.

Leonard T. Browne And Christopher N. Union, ... Third-Party Defendants,

-and-

Creekside, Inc., ... Third-Party Plaintiff,

vs.

Christopher N. Union, ... Third-Party Defendant,

-and-

American Residential Services, LLC, ... Third-Party Plaintiff,

vs.

Victor Hugo Hernandez; Hernandez Electric, LLC; Liliana Rojas Flores; Martin Barr d/b/a Port City Structured Wiring; Keller Electric, LLC; John Toolin d/b/a John F. Toolin Heat And Air; Russell "Rusty" Hill d/b/a Rusty's Heating & Air; and Warren Anderson, ... Third-Party Defendants.

-of whom -

Palmetto Pointe At Peas Island Condominium Property, Owners Association, Inc. And Jack Love, Individually, and on behalf of all others similarly situated, ... Respondent.

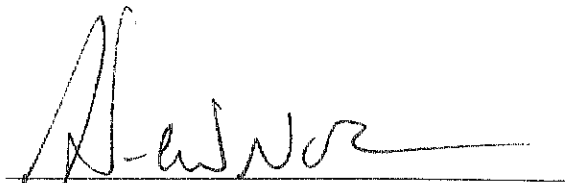
vs.

Tri-County Roofing, Inc. Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Other Counsel of Record by depositing a copy of it in the United States Mail, postage prepaid, on October 11, 2019, addressed as follows:

October 14, 2019


ANDREW N. COLE, ESQUIRE
acole@collinsandlacy.com
JAMES L. WILLIAMS, ESQUIRE
jwilliams@collinsandlacy.com
COLLINS & LACY, PC
Post Office Box 12487
Columbia, SC 29211
803.256.2660 (voice)
803.771.4484 (fax)
ATTORNEYS FOR TRI-COUNTY
ROOFING, INC.

cc:

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

Other Counsel of Record:

Justin O. Lucey, Esquire
Stephanie Drawdy, Esquire
Joshua F. Evans, Esquire
Lucey Law Firm
415 Mill Street
Mt. Pleasant, SC 29464
jlucey@lucey-law.com
sdrawdy@lucey-law.com
jevans@lucey-law.com

-and-

Edward D. Buckley, Jr., Esquire
Post Office Box 993
Charleston, SC 29402
ebuckley@verlaw.com

***Counsel for Palmetto Pointe At Peas Island
Condominium Property Owners Association, Inc.
And Jack Love, Individually, and on behalf of
all others similarly situated***

James L. Williams, Esquire
Collins & Lacy, P.C.
Post Office Box 12487
Columbia, SC 29211
jwilliams@collinsandlacy.com
***Attorneys for JMC Construction, Inc., JMC
Construction LLC***

F. Cordes Ford, I, Esquire
Heather Chiovaro, Esquire
Womble Bond Dickinson
Post Office Box 999
Charleston, SC 29402
cordes.ford@wbd-us.com
heather.chiovaro@wbd-us.com
Attorneys for American Residential Services, LLC
d/b/a ARS Rescue Rooter Charleston

Graham Powell, Esquire
John J. Dodds, IV, Esquire
Wall Templeton
145 King Street, Suite 300
Post Office Box 1200
Charleston, SC 29402
Graham.Powell@WallTempleton.com
John.Dodds@WallTempleton.com
Attorneys for Andersen Windows Inc.

S. Markey Stubbs, Esq.
Baker Ravenel & Bender, LLP
Post Office Box 8057
Columbia, SC 29202
mstubbs@brblegal.com
Attorney for Creekside, Inc.

David S. Cobb, Esquire
Turner Padgett Graham & Laney, P.A.
Post Office Box 22129
Charleston, SC 29413
dcobb@turnernadgett.com
Attorney for Complete Building Corporation, Inc.

David A. Anderson, Esquire
Jasmine Wyman, Esquire
Richardson Plowden & Robinson, PA.
Post Office Drawer 7788
Columbia, SC 29202
danderson@richardsonplowden.com
jwyman@RichardsonPlowden.com
Attorneys for Mosley Concrete

Everett A. Kendall, II, Esquire
Murphy & Grantland, P.A.
Post Office Box 6648
Columbia, SC 29260
ekendall@murphygrantland.com
Attorneys for Complete Building Corporation

Brent M. Boyd, Esquire
Murphy & Grantland, PA
Post Office Box 6648
Columbia, SC 29211
bboyd@murphygrantland.com
***Attorneys for Gutter Works, Gutter Works, Inc,
Kelly Flooring Products, Inc. d/b/a
Carpet Baggers, and Michael L. Segers***

Bonum S. Wilson, III, Esquire
Brandon T. Reeser, Esquire
Wilson & Heyward, LLC
Post Office Box 13177 Charleston, SC 29422
bwilson@wilsonheyward.com
breeser@wilsonheyward.com
***Attorneys for Miracle Siding, LLC, Wilson Lucas Sales
d/b/n Miracle Siding, LLC and Eloy Alonzo Vasquez***

James H. Elliott, Jr., Esquire
F. Heyward Grimball, Esquire
Richardson Plowden & Robinson, P.A.
171 Church Street, Suite 150
Charleston, SC 29401
jelliott@richardsonplowden.com
thgrimball@richardsonplowden.com
***Attorneys for Atlantic Construction Services, Inc.
and Keller Electric, LLC***

Michael E. Wright, Esquire
Dunn Hollingsworth, Esquire
Robertson Hollingsworth Manos & Rahn, LLC.
550 King Street, Suite 300
Charleston, SC 29403
mew@gooblaw.com
Attorney for Atlantic Construction Services, Inc.

James A. Atkins, Esquire
Clawson and Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, so 29492-8144
jatkins@clawsonandstaubes.com
Attorney for W C Services, Inc.

Erin D. Dean, Esquire
Tapper, Grimsley, Dean & Canaday, P.A.
Post Office Box 2055
Beaufort, SC 29901-2055
erinde@tgdep.com
Attorney for Warren Anderson

G. Troy Thames, Esquire
Willson, Jones, Carter & Baxley, PA
421 Wando Park Blvd., Suite 100
Mt. Pleasant, SC 29464
tthames@wjlaw.net
Attorney for Stanley's Vinyl Fence Designs

Christopher M. Adams, Esquire
James L. Williams, Esquire
Collins & Lacy, P.C.
Post Office Box 12487
Columbia, SC 29211
cadams@collinsandlacy.com
jwilliams@collinsandlacy.com
Attorneys for Martin Barr and Port City Structured Wiring

Shanna M. Stephens, Esquire
Jonathan L. Anderson, Esquire
Thomas F. Drazan, Esquire
Anderson, Reynolds & Stephens, LLC
Post Office Box 87
Charleston, SC 29401
ssstephens@arshawsc.com
janderson@arshawsc.com
Attorneys for Keller Electric LLC and Mr. Gutter

Joseph S. McCue, Esquire
Collins & Lacy, P.C.
Post Office Box 12487
Columbia, SC 29211
jmccue@collinsandlacy.com
Attorney for Builder Services Group Inc.

Michael Ethridge, Esquire
Suzanne E. Deters, Esquire
Ethridge Law Group, LLC
Post Office Box 20969
Charleston, SC 29413
methridge@ethridgelawgroup.com
sdeters@ethridgelawgroup.com
***Attorneys for Liliana Rojas Flores,
Cornerstone Construction and Mark Malloy
d/b/a Cornerstone Construction, Mark Malloy***

Robert Trippett Boineau III, Esquire
J. Adam Ribock, Esquire
McAngus, Goudelock & Courie, LLC
PO. Box 12519 Columbia, SC 29211
Trippett.boineau@mangelaw.com
Adam.ribock@mangelaw.com
Attorneys for Alderman Construction

Carlisle Edwards, II, Esquire
McAngus, Goudelock & Courie, LLC
P.O. Box 650007
Mt. Pleasant, SC 29465
cedwards@mangelaw.com
Attorney for Cohen 's Drywall

Eric G. Fosmire, Esquire
The Fosmire Law Firm, LLC
Post Office Box 153
Columbia, SC 29202
Eric.fosmire@fosmirelaw.com
***Attorney for Thomas Litchfield and
Litchfield Seamless Gutters and Windows, LLC***

Michael R. Daniel, Esquire
Daniel Law Firm
336 Cardinal Road
Elloree, SC 29047
mdaniel@daniellawfirm.net
Attorney for Leonard T. Browne a/k/a Tommy Browne

James Lynn Werner, Esquire
John G. Tamasitis, Esquire
Parker Poe Adams & Bernstein, LLP
1221 Main Street, Suite 1100
Post Office Box 1509 (29202)
Columbia, SC 29201
jimwerner@parkerpoe.com
johnamasitis@parkerpoe.com
Attorney for Defendant CertainTeed Corporation

Michael B.T. Wilkes, Esquire
Alex Joyner, Esquire
Wilkes Law Firm, PA.
127 Dunbar Street, Suite 200
Spartanburg, SC 29306
mwilkes@wilkeslaw.com
ajoyner@wilkeslaw.com
Attorney for Novus Architects, Inc. f/k/a SCM Architects, Inc.

Kevin M. O'Brien, Esquire
Phelps Dunbar, LLP
GlenLake One
4140 Park Lake Avenue, Suite 100
Raleigh, NC 27612-3723
Kevin.obrien@phelps.com
Attorney for H&A Framing Construction, LLC
H&A Framing Construction, LLC

Steven L. Smith, Esquire
Zachary J. Closser, Esquire
Samuel M. Wheeler, Esquire
Smith Closser, PA.
Post Office Box 40578
Charleston, SC 29423
zclosser@scnlaw.com
Attorneys for Tri County Roofing, Inc.

Christopher M. Ramsey, Esquire
The Bostic Law Firm Group, PA.
2236 Ashley Crossing Drive
Charleston, SC 29414
cransey@bosticlaw.com
Attorney for Island Pointe, LLC and Christopher N. Union

Bachman S. Smith, IV, Esquire
Haynsworth Sinkler Boyd, P.A.
Post Office Box 340
Charleston, SC 29402-0340
bsmithiv@hsblawfirm.com
*Attorney for Russell Rusty Hill, Rusty's
Heating and Air and Rusty's Heating & Air*

Ian S. Ford, Esquire
Hunter H. James
Ford Wallace Thomson, LLC
715 King Street
Charleston, SC 29403
Ian.Ford@FordWallace.com
Hunter.James@FordWallace.com
Attorneys for John E Toolin Heat and Air and John Toolin

W. Duffie Powers, Esquire
R. Batten Farrar, Esquire
Carter Massingill
Gallivan, White & Boyd, P.A.
Post Office Box 10589
Greenville, SC 29603
dpowers@gwblawfirm.com
bfarrar@gwblaw.com
cmassingill@gwblawfirm.com
Attorneys for Tallent and Sons, Inc.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. and KATHY MILNER,
Individually, and on behalf of all others
Similarly situated,

Plaintiffs,

vs.

ISLAND POINTE, LLC; LEONARD T.
BROWNE; COMPLETE BUILDING
CORPORATION; TRI-COUNTY ROOFING,
INC.; CREEKSIDE, INC.; AMERICAN
RESIDENTIAL SERVICES, LLC d/b/a
ARS/RESCUE ROOTER CHARLESTON;
AND JOHN DOE 1-60,

Defendants.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2015-CP-10-955

FILED
2015 FEB 13 PM 4:19
JULIE J. ARMSTRONG
CLERK OF COURT

Submitted By: Joshua P. Cantwell
Address: Young Clement Rivers, LLP
Post Office Box 993
Charleston, SC 29402-0993

SC Bar #: 76368
Telephone #: (843) 720-5446
Fax #: (843) 579-2942
E-mail: jcantwell@ycrlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts	Torts - Professional Malpractice	Torts - Personal Injury	Real Property
☒ Constructions (100)	☐ Dental Malpractice (200)	☐ Assault/Slander/Libel (300)	☐ Claim & Delivery (400)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Conversion (310)	☐ Condemnation (410)
☐ Employment (120)	☐ Medical Malpractice (220)	☐ Motor Vehicle Accident (320)	☐ Foreclosure (420)
☐ General (130)	☐ Notice/ File Med Mal (230)	☐ Premises Liability (330)	☐ Mechanic's Lien (430)
☐ Breach of Contract (140)	☐ Other (299)	☐ Products Liability (340)	☐ Partition (440)
☐ Other (199)		☐ Personal Injury (350)	☐ Possession (450)
		☐ Wrongful Death (360)	☐ Building Code Violation (460)
		☐ Other (399)	☐ Other (499)

Inmate Petitions	Judgments/Settlements	Administrative Law/Relief	Appeals
☐ PCR (500)	☐ Death Settlement (700)	☐ Reinstate Driver's License (800)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Foreign Judgment (710)	☐ Judicial Review (810)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Magistrate's Judgment (720)	☐ Relief (820)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Minor Settlement (730)	☐ Permanent Injunction (830)	☐ Municipal (930)
	☐ Transcript Judgment (740)	☐ Forfeiture-Petition (840)	☐ Probate Court (940)
	☐ Lis Pendens (750)	☐ Forfeiture—Consent Order (850)	☐ SCDOT (950)
	☐ Transfer of Structured Settlement Payment Rights Application (760)	☐ Other (899)	☐ Worker's Comp (960)
	☐ Other (799)		☐ Zoning Board (970)
			☐ Administrative Law Judge (980)

Special/Complex /Other

☐ Environmental (600)	☐ Pharmaceuticals (630)
☐ Automobile Arb. (610)	☐ Unfair Trade Practices (640)
☐ Medical (620)	☐ Out-of State Depositions (650)
☐ Other (699)	☐ Sexual Predator (510)

- | |
|--|
| ☐ Public Service Commission (990) |
| ☐ Employment Security Comm (991) |
| ☐ Other (999) |

Submitting Party Signature: _____

Date: _____

2/13/2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
) CASE NO. 2015-CP-10- 0955

)
)
)
)
)

)

)

)
)
)
)
)
)

)

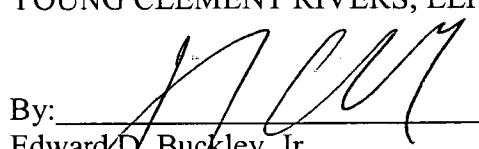
re
an
5
e h
ak

JULIE J. APOSTOLAKIS
CLERK OF COURT

2015 FEB 13 7PM 4315

Respectfully submitted,

YOUNG CLEMENT RIVERS, LLP

By: 

Edward D. Buckley, Jr.

ebuckley@ycrlaw.com

Joshua P. Cantwell

jcantwell@ycrlaw.com

P.O. Box 993

Charleston, South Carolina 29402

(843) 720-5446

Attorneys for the Plaintiffs

Charleston, South Carolina

Dated: 2/13/2015

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. and KATHY MILNER,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

ISLAND POINTE, LLC; LEONARD T.
BROWNE; COMPLETE BUILDING
CORPORATION; TRI-COUNTY ROOFING,
INC.; CREEKSIDE, INC.; AMERICAN
RESIDENTIAL SERVICES, LLC d/b/a
ARS/RESCUE ROOTER CHARLESTON;
AND JOHN DOE 1-60,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
) CASE NO. 2015-CP-10- 0955
)
)
)

COMPLAINT
(Defective Construction)

(Jury Trial Demanded)

FILED
2015 FEB 13 PM 4:19
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

The Plaintiffs, Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Kathy Milner, individually and on behalf of all others similarly situated, complaining of the Defendants named herein, would respectfully allege and show the Court as follows:

PARTIES AND JURISDICTIONAL STATEMENT

1. Plaintiff Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. ("POA") is a non-profit corporation organized and existing under the laws of the State of South Carolina.

2. The POA is the property owners association for the Palmetto Pointe at Peas Island Horizontal Property Regime.

3. The Palmetto Pointe at Peas Island Horizontal Property Regime is a Horizontal Property Regime ("Palmetto Pointe") which exists by virtue of a Master Deed dated January 6,

2006 and recorded on January 10, 2006 in the RMC Office of Charleston County in Book W568, Page 532 and the Amended and Restated Master Deed dated January 19, 2007 and recorded January 22, 2007 in the RMC Office of Charleston County in Book R612, Page 823.

4. Palmetto Pointe originally consisted of forty (40) townhome style condominiums located in twenty (20) buildings and related common elements and a clubhouse, which are located in Charleston County, South Carolina. There are four (4) recently built units in two (2) buildings, which are not subject to this matter.

5. By virtue of governing documents and the South Carolina Horizontal Property Regime Act, S.C. Code § 27-31-10, *et. seq.*, the POA is charged with certain duties, powers, rights and authority in connection with Palmetto Pointe.

6. The POA is charged with, *inter alia*, the management and administration of Palmetto Pointe, the investigation, maintenance and repair of Palmetto Pointe's Common Elements and other areas of responsibility, including exteriors and roofs, and has the right and obligation to bring this action on behalf of Palmetto Pointe, the POA, and the respective owners and members.

7. Plaintiff Kathy Milner (hereinafter "Plaintiff Milner") is an owner of a condominium within Palmetto Pointe more particularly described as 1610 Folly Creek Way, Charleston, South Carolina, 29412, and she owns an undivided interest in all other property within the Palmetto Pointe regime, except such property comprising the remaining thirty-nine (39) units.

8. By virtue of property ownership in Palmetto Pointe, Plaintiff Milner is a member of the POA, has been a member of the POA at all times relevant hereto, and has ownership and membership rights relating thereto.

9. Defendant Island Pointe, LLC (“Island Pointe”) is a limited liability company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Island Pointe was engaged in the business of designing, developing, marketing, constructing, and/or selling condominiums in Charleston County, South Carolina.

10. Defendant Leonard T. Browne (“Browne”) is an individual residing in Charleston, South Carolina. At all times, Browne was engaged in the business of designing, developing, marketing, constructing, and/or selling condominiums in Charleston, South Carolina.

11. At all times relevant hereto, Browne controlled Island Pointe and acted as its agent and the Island Pointe, LLC which form the basis of the complaint herein. Additionally, he and /or Island Pointe, LLC controlled the POA until that control was turned over to the owners themselves.

12. Defendant Complete Building Corporation (hereinafter “Complete Building”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Complete Building was engaged in the business of designing, constructing condominiums in Charleston County, South Carolina.

13. At all times relevant hereto, Browne, Island Pointe, and Complete Building were acting in concert with each other, and as agents for each other, and each are jointly responsible for each other’s failures.

14. Defendant Tri-County Roofing, Inc. (hereinafter “Tri-County Roofing”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Tri-County Roofing supplied materials, installed roofing and related materials, among other work, at Palmetto Pointe.

15. Defendant Creekside. Inc. (hereinafter “Creekside”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action,

Creekside supplied materials, applied painting and caulking, among other work, at Palmetto Pointe.

16. Defendant American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston (hereinafter “ARS”) is a limited liability company organized and existing under the laws of the State of Delaware. At all times relevant to this action, ARS supplied materials, installed the HVAC systems, among other work, at Palmetto Pointe.

17. The address and identity of all John Doe Defendants are unknown at this time.

18. Defendants John Doe #1-60 (hereinafter “John Doe Defendants”) are subcontractors and/or other entities involved in the design, development, marketing, construction, material manufacturing and/or supplying, and/or sale of Palmetto Pointe.

19. This Honorable Court has jurisdiction over all subject matter alleged herein and over all parties hereto and venue is proper in this forum.

FACTUAL ALLEGATIONS

20. This matter arises out of the design, development, construction, and sale of Palmetto Pointe.

21. At the time the Certificates of Occupancy were issued, Palmetto Pointe contained latent building defects.

22. The latent building defects in combination with fortuitous weather, repeated water intrusion and/or other events have resulted in consequential damage to other building components and other property.

23. A preliminary inspection of Palmetto Pointe evidences failure of one or more components the exterior building envelopes; water intrusion into and through the exterior building envelope; and resulting consequential damage to non-defective building components,

structural members, and other property. Inspection also reveals failure of other various and sundry building components, with consequential damages resulting there from.

24. Defendants had a duty to design, develop, construct, and repair Palmetto Pointe in a workmanlike manner with suitable materials and free from all defects.

25. The aforementioned deficiencies and consequential damages evidence that Defendants breached their duties to Plaintiffs.

26. The Defendants' acts and omissions have resulted in building deficiencies, consequential damages, and partial loss of use and enjoyment.

27. Remedying the above-wrongs will result in additional consequential damages and loss of use.

28. As a direct and proximate result of Defendants' violation of their legal duties, Plaintiffs and class members have been proximately damaged in an amount to be determined by the trier of fact, and have had to incur a reasonable attorney's fees and costs for the retention of experts to determine the damage and the scope of work for repair.

29. Upon information and belief, the water intrusion and resulting consequential damages have occurred and have been occurring in each and every year since the completion of construction and constitute "occurrences" and "property damage" under the standard and/or typical general liability policies.

CLASS ACTION ALLEGATIONS

30. Pursuant to the common law of South Carolina and Rule 23 of the South Carolina Rules of Civil Procedure ("SCRCP"), Plaintiff Milner brings this action both individually and as a proposed class action against Defendants on behalf of herself and all other similarly situated persons and entities, who own, per the class definition, a condominium within Palmetto Pointe (hereinafter collectively referred to as the "Class"). The Class is particularly defined as follows:

All persons and entities that own a townhome style condominium within Palmetto Pointe located in Charleston, South Carolina.

Excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendants and any entity in which Defendants have a controlling interest or which have a controlling interest in Defendants; (c) Defendants' legal representatives, assigns and successors of Defendants; (d) Defendants' current or former employees, investors, members, or officers; and (e) all persons who properly execute and file a timely request for exclusion from the Class.

31. *Numerosity:* The Class is composed of in excess of forty (40) persons or entities geographically dispersed throughout the State of South Carolina and the United States, the joinder of whom in one action is impractical. When spouses and co-owners are considered, the Class is expected to be in excess of sixty (60) members.

32. *Commonality:* Questions of law and fact common to the Class exist as to all members of the Class and predominate over any questions affecting only individual members of the Class. These common legal and factual issues include the following:

- (a) Whether the construction of Palmetto Pointe was defective;
- (b) Whether Defendants knew or should have known of the defects;
- (c) Whether Defendants failed to disclose to purchasers and/or homeowners the defects;
- (d) Whether Defendants have acted or refused to act on grounds generally applicable to the Class;
- (e) Whether Defendants are financially responsible to pay the full costs and expenses of repair of said defective conditions;
- (f) Whether Defendants' expertise, superiority, and financial interest in sales transactions gave rise to a duty to disclose the material facts which were concealed; thereby, giving rise to a claim for fraudulent concealment;
- (g) Whether Plaintiffs and the Class are entitled to compensatory damages, including,

among other things: (i) compensation for all out-of-pocket monies expended by other members of the Class for repair of their condominiums as well as repair/replacement of other property damage; (ii) temporary repairs and (iii) compensation for loss of use.

(h) Whether Defendants negligently designed, developed, and/or constructed Palmetto Pointe;

(i) Whether the Plaintiffs are entitled to prejudgment interest, attorneys' fees and costs from Defendants.

33. *Typicality*: Plaintiffs' claims are typical of the claims of the members of the Class, as all such claims arise out of Defendants' wrongful conduct in designing, developing, constructing, and selling Palmetto Pointe, Defendants' conduct in concealing the defective condition of Palmetto Pointe, and Plaintiffs' and Class Members' purchasing homes containing building defects.

34. *Adequate Representation*: Plaintiff Milner will fairly and adequately protect the interests of the members of the Class and has no interests antagonistic to those of the Class. Plaintiff Milner has retained counsel experienced in the prosecution of construction defect claims and complex litigation, including consumer class actions involving product liability and product design defects.

35. *Predominance and Superiority*: This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members, and a Class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Should individual Class Members be required to bring separate actions, this Court would be confronted with a multiplicity of lawsuits burdening the

court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single Court.

36. Defendants have acted on grounds generally applicable to the Class. Class certification is appropriate under South Carolina law because Defendants engaged in a uniform and common practice. All Class Members have the same legal right to and interest in redress for damages associated with the defective conditions existing within Palmetto Pointe.

37. Plaintiff Milner and the Class envision no unusual difficulty in the management of this action as a class action.

38. Each Class Member has an interest of more than \$100.00.

39. The amount of money at stake for each Class Member is not sufficient for each member to hire his own counsel and engineers and bring their own action.

**ESTOPPEL FROM PLEADING AND TOLLING OF
APPLICABLE STATUTES OF LIMITATIONS**

40. Defendants are estopped from relying on any statutes of limitation or repose by virtue of its acts. Upon information and belief, Defendants should have known Palmetto Pointe was defectively constructed and failed to alert the Plaintiffs of Palmetto Pointe's defective condition.

41. Defendants had a duty to inform Plaintiffs of the defects described herein, which it should have known. Notwithstanding its duty, Defendants never disclosed the defects to Plaintiffs.

42. Despite exercising reasonable diligence, Plaintiffs could not have discovered the

defective condition of Palmetto Pointe.

43. Given Defendants' failure to disclose this non-public information about the defective nature of Palmetto Pointe – information over which it had exclusive control – and because Plaintiffs could not reasonably have known of Palmetto Pointe's defective nature, Defendants are estopped from relying on any statutes of limitations or repose that might otherwise be applicable to the claims asserted herein.

44. Defendants are further estopped from relying upon any statute of limitations as they have represented to Plaintiffs that they are only responsible for correcting work for a period of one year after sale.

**ESTOPPEL FROM PLEADING ANY ANTI-SUIT PROVISIONS
CONTAINED IN PALMETTO POINTE'S MASTER DEED AND BY-LAWS**

45. The Island Pointe and Browne Defendants are estopped from relying on any anti-suit provisions contained in Palmetto Pointe's Master Deed and By-Laws because said provisions are void pursuant to public policy and the Horizontal Property Regime Act and/or voidable as such constitutes a breach of the Island Pointe/Browne's fiduciary duty to Plaintiffs.

**FOR A FIRST CAUSE OF ACTION
(Negligence/Gross Negligence as to All Defendants)**

46. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

47. At all times relevant hereto, the Defendants, its agents, servants, employees, and subcontractors undertook and had a duty to Plaintiffs to exercise and use due care in the design and construction of Palmetto Pointe in a good workmanlike manner and with suitable materials, in accordance with the applicable building codes, state law, good design, and in conformance with the prevailing industry standards.

48. Defendants breached their duties to Plaintiffs and the Class in a manner that was negligent, careless, reckless, willful, and wanton in the following particulars:

- (a) In designing, developing, constructing, and selling Palmetto Pointe with construction deficiencies including those previously identified;
- (b) In failing to construct Palmetto Pointe in accordance with due care and in accordance with standard building practices;
- (c) In failing to construct Palmetto Pointe in accordance with building code;
- (d) In failing to properly supervise the work and construction of Palmetto Pointe;
- (e) In failing to properly coordinate the subcontractors;
- (f) In failing to construct with an adequate exterior building envelope;
- (g) In failing to act as a reasonable person would in the circumstances then and there prevailing;
- (h) In covering up their own defective work and the defective work of others;
- (i) In failing to make proper repairs; and
- (j) Such other failures to be proven at trial.

49. Any violations of applicable building codes constitutes negligence *per se*.

50. Plaintiffs and the Class have been damaged as a direct and proximate result if the negligence, carelessness, recklessness, willfulness, and wantonness of the Defendants.

51. If it is shown that said failures were committed with gross negligence and/or reckless disregard for the rights of others, and/or constituted negligence *per se*, Plaintiffs and Class are entitled to an award of punitive damages against the Defendants.

FOR A SECOND CAUSE OF ACTION
(Breach of Warranty as to all Defendants)

52. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if more fully set forth herein.

53. The design, construction, and/or sale of Palmetto Pointe came with express and implied warranties that the work would be performed in a careful, diligent and workmanlike manner and that Palmetto Pointe would be constructed with suitable materials and components and free from all defects and be of superior quality befitting of an upscale condominium complex.

54. The design, construction, and/or sale of Palmetto Pointe, and the components used therein, came with implied warranties of fitness, merchantability, and workmanship.

55. Additionally, Defendant Developers owed Plaintiffs a warranty of habitability.

56. Defendants have breached their warranties by constructing Palmetto Pointe in a defective manner as set forth above.

57. As a direct and proximate result of the Defendants' breach of the implied warranty, Plaintiff's have suffered actual and consequential damages.

FOR A THIRD CAUSE OF ACTION
(Strict Liability in Tort: *S.C. Code Ann. § 15-73-10 et seq.* as to John Doe Defendants who manufactured and/or supplied components used in the construction of Palmetto Pointe)

58. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if more fully set forth herein.

59. In manufacturing and supplying products for the construction of Palmetto Pointe, the manufacturer and supplier John Doe Defendants placed products into the stream of commerce.

60. By introducing their products into the stream of commerce, the manufacturer and supplier John Doe Defendants represented said products were safe and suitable for their foreseeable use.

61. In the manufacture and supply of products to Palmetto Pointe, the manufacturer and supplier John Doe Defendants anticipated and expected that their products would reach the public in substantially the same condition in which they were designed, developed, constructed, and sold.

62. The manufacture and supplier John Doe Defendants have supplied and manufactured their products in a defective manner unreasonably dangerous to persons or property other than the products themselves, which has resulted in repeated water intrusion into and damage to Palmetto Pointe and other building deficiencies.

63. Plaintiffs could not have discovered the product defects through the exercise of reasonable care.

64. The cost of altering the design, construction, and/or repair of the products supplied to Palmetto Pointe was substantially less than the resulting damage, cost, and injury suffered by the Plaintiffs.

65. The design and manufacture of the products supplied to Palmetto Pointe was inherently defective as sold was a direct and proximate cause of the damages suffered by Plaintiffs.

66. The manufacturer and supplier John Doe Defendants are therefore liable to Plaintiffs under the doctrine of strict liability in an amount to be determined by the trier of fact.

FOR A FOURTH CAUSE OF ACTION
(Breach of Fiduciary Duty as to Defendants Island Pointe and Browne)

67. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

68. The Island Pointe and Browne Defendants have a fiduciary relationship to the Plaintiffs by virtue of their capacity as the developer and steward of Palmetto Pointe and their former capacity controlling the POA.

69. The Island Pointe and Browne Defendants promoted, created and maintained control of the POA and Palmetto Pointe for a period of time, and thus, had fiduciary duties they owed to the POA, its members and individual homeowners.

70. The Island Pointe and Browne Defendants breached the fiduciary duties they owed to the Plaintiffs by:

- (a) failing to investigate defective conditions prior to handing over the property to the POA and the homeowners;
- (b) failing to disclose said defective conditions;
- (c) failing to properly repair said defective conditions prior to handing over the property to the POA and the homeowners;
- (d) turning over the property to the POA in said defective condition without depositing sufficient funds to the account of the POA to bring the elements up to a reasonable standard;
- (e) failing to timely hold the other Defendants accountable for the construction defects; and
- (f) inserting provisions in the Master Deed which benefited Defendants at the expense of Plaintiffs.

71. As a direct and proximate result of the Island Pointe and Browne Defendants' breach of fiduciary duty, Plaintiffs have been damaged as hereinabove set forth and as to be further proven at trial.

FOR A FIFTH CAUSE OF ACTION
(Unfair Trade Practices as to Island Pointe, Browne, and Complete Building)

72. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

73. At all times relevant herein, the Island Pointe, Browne, and Complete Building Defendants engaged in the business of developing, designing, constructing, and selling Palmetto Pointe into the stream of commerce.

74. The Island Pointe, Browne, and Complete Building Defendants were engaged in commerce as defined by the South Carolina Unfair Trade Practices Act.

75. The Island Pointe, Browne, and Complete Building Defendants above-described activities, including placing Palmetto Pointe with defective design and construction into the stream of commerce, failing to comply with the building code, failing to disclose those defects to potential and actual purchasers and other acts to be shown through the course of discovery and at trial, constitute unfair and deceptive practices in the conduct of the Island Pointe, Browne, and Complete Building Defendants' trade.

76. The Island Pointe, Browne, and Complete Building Defendants' above-described acts are capable of repetition and adversely affect the public interest.

77. The Island Pointe, Browne, and Complete Building Defendants knew or should have known that their conduct was in violation of the S.C. Code Ann. § 39-5-20.

78. As a direct, foreseeable, and proximate result of the Island Pointe, Browne, and Complete Building Defendants' unfair trade practices in South Carolina, Plaintiffs have suffered

significant damage and have and will incur attorney's fees and the costs and expenses of this action.

FOR A SIXTH CAUSE OF ACTION
(Declaratory Action/Reformation as to Island Pointe and Browne Defendants)

82. Plaintiffs re-allege the allegations, which are not inconsistent with this cause of action and are, contained in the above paragraphs as if fully set forth herein.

83. The anti-suit provisions of the Palmetto Pointe Master Deed are in violation of public policy, statutory law and/or provisions of the Constitution, and the Island Pointe and Browne Defendants' fiduciary duties.

84. Plaintiffs are entitled to a declaration by this Court that the anti-suit provisions included within the Master Deed by the Island Pointe and Browne Defendants are in violation of statutory law and/or provisions in the Constitution and are therefore void and/or require reformation to eliminate the subject provisions.

85. As the provisions in the Master Deed are severable, the Plaintiffs are entitled to a declaration by this Court that the anti-suit provisions are severable from the other terms of the Master Deed.

86. Plaintiffs are also entitled to have ambiguous and contradictory provisions in the Master Deed construed against the Island Pointe and Browne Defendants and/or reformed by the Court to more accurately reflect the reasonable expectations of the POA and Homeowners.

WHEREFORE, Plaintiffs demand a trial by jury and pray actual and consequential damages; statutory or punitive damages expected to be millions of dollars; reasonable attorneys' fees; costs of suit; and prejudgment interest; declaration/reformation of the Master Deed; and granting such further relief as the Court deems just and proper.

Respectfully submitted,

YOUNG CLEMENT RIVERS, LLP

By:


Edward D. Buckley, Jr., Esquire
ebuckley@ycrlaw.com

Joshua P. Cantwell, Esquire
jcantwell@ycrlaw.com

P.O. Box 993

25 Calhoun Street, Suite 400

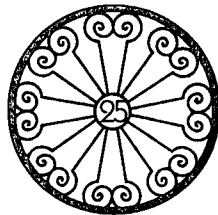
Charleston, SC 29402

(843)720-5446

Attorneys for the Plaintiffs

February 13, 2015

Charleston, South Carolina



YCR LAW

Young Clement Rivers, LLP

CELEBRATING 50 YEARS OF LEGAL SERVICE

Joshua P. Cantwell
Associate

50 YEARS

Direct Dial: (843) 720-5446
Direct Fax: (843) 579-2942
E-mail: jcantwell@ycrlaw.com

February 12, 2015

VIA HAND DELIVERY

Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Palmetto Pointe at Peas Island Condominium POA, Inc. and Kathy Milner,
individually and on behalf of all others similarly situated vs. Island Pointe, LLC;
Leonard T. Browne; Complete Building Corp.; and et al.
YCR File: 15491-20150066

Dear Ms. Armstrong:

Enclosed please find an original and two (2) copies of the Summons and Complaint, and the Civil Action Coversheet in the above-referenced matter. Also enclosed is a check in the amount of \$150.00 for the filing fee. Please file the original and return the file-stamped copies to me.

If you have any questions please do not hesitate to contact me.

With kindest regards, I am

Sincerely,

YOUNG CLEMENT RIVERS, LLP

Joshua P. Cantwell
Associate

JPC/ajc
Enclosure(s)
cc: Leonard Lundquist

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island
Condominium Property Owners
Association, Inc., and Kathy Milner,
individually, and one behalf of all others
similarly situated,

Plaintiffs,

vs.

Island Pointe, LLC; Leonard T. Browne;
Complete Building Corporation; Tri-County
Roofing, Inc.; Creekside, Inc.; American
Residential Services, LLC d/b/a
ARS/Rescue Rooter Charleston; and John
Doe 1-60,

Defendants.

Tri-County Roofing, Inc.,

Third-Party Plaintiff,

vs.

Cornerstone Construction and Mark Malloy
d/b/a Cornerstone Construction; Gutter
Works, Inc. and Michael L. Segars d/b/a
Gutter Works; Mr. Gutter; Litchfield
Seamless Gutters & Windows, LLC and
Thomas Litchfield d/b/a Litchfield Seamless
Gutters; Miracle Siding, LLC and Wilson
Lucas Sales d/b/a Miracle Siding, LLC;
Mark Palpoint a/k/a Micah Palpoint; Eloy
Alonzo Vasquez; and Chris a/k/a John Doe
61,

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Civil Action No.: 2015-CP-10-955

ANSWER TO PLAINTIFFS' COMPLAINT
AND THIRD-PARTY COMPLAINT

(JURY TRIAL DEMANDED)

BY _____

JULIE J. ARMSTRONG
CLERK OF COURT

2015 APR 22 PM 2:27

FILED

The Defendant, Tri-County Roofing, Inc. ("Tri-County"), answers Plaintiffs' Complaint by denying each and every allegation not hereinafter admitted, demanding strict proof thereof, and further responds as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 1 through 3 and, therefore, denies the same.

2. Upon information and belief, Tri-County admits the allegations contained in Paragraph 4.

3. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 5 and 6 and, therefore, denies the same.

4. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 7 and 8 and, therefore, denies the same.

5. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 9 through 11 and, therefore, denies the same.

6. Upon information and belief, Tri-County admits the allegations contained in Paragraph 12.

7. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph 13 and, therefore, denies the same.

8. Tri-County admits the allegations contained in Paragraph 14.

9. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 15 and 16 and, therefore, denies the same.

10. Paragraphs 17 and 18 are placeholders for currently unknown potential defendants and require no response from Tri-County; however, to the extent a response is required or to the

extent these paragraphs could be construed to impart liability on behalf of Tri-County, these allegations are denied.

11. In response to Paragraph 19, Tri-County admits only that, upon information and belief, the Palmetto Point at Peas Island project is located in Charleston County, South Carolina.

12. Paragraph 20 requires no response; however, to the extent a response is required or to the extent this paragraph could be construed to impart liability on behalf of Tri-County, these allegations are denied.

13. Tri-County denies the allegations contained in Paragraphs 21 through 23 and demands strict proof thereof.

14. In response to Paragraph 24, Tri-County admits only that the work it performed on the Palmetto Point at Peas Island project was done in a workmanlike manner with suitable materials, free from defects, and in accordance with the applicable building codes, manufacturers' instructions, and general industry requirements and denies all allegations inconsistent with this response.

15. Tri-County denies the allegations contained in Paragraphs 25 through 28 and demands strict proof thereof.

16. Paragraph 29 calls for a legal conclusion and requires no response; however, to the extent a response is required or to the extent this paragraph could be construed to impart liability on behalf of Tri-County, these allegations are denied.

17. In response to Paragraph 30, Tri-County denies that this claim is proper for class certification. Tri-County further objects to the purported definition of the class as the class definition conflicts with the suggested limiting language from Paragraph 4 set forth earlier in Plaintiffs' Complaint.

18. In response to Paragraphs 31 through 35, Tri-County renews its objection and denies that this case is proper or ripe for class certification as the questions of numerosity, commonality, typicality, adequate representation, and predominance do not apply consistently to all of the purported class members or Defendants and may also be shown to be inadequate on their face.

19. Tri-County denies the allegations contained in Paragraph 36 and demands strict proof thereof.

20. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 37 and 38 and, therefore, denies the same.

21. Tri-County denies the allegations contained in Paragraph 39 and demands strict proof thereof.

22. Tri-County denies the allegations contained in Paragraphs 40 through 44 and demands strict proof thereof. Furthermore, Tri-County states that Plaintiffs' appear to attempt to change the statutory and common law regarding the statute of limitations and/or statute of repose in these Paragraphs and, Tri-County denies that Plaintiffs can circumvent the laws of the state of South Carolina regarding these issues.

23. Upon information and belief, the allegations contained in Paragraph 45 are not directed to Tri-County and require no response. However, to the extent a response is required or to the extent these allegations can be construed to impart liability on behalf of Tri-County, these allegations are denied.

24. In response to Paragraph 46, Tri-County repeats its responses in Paragraphs 1 through 22 above as if restated herein verbatim.

25. In response to Paragraph 47, Tri-County admits only that the work it performed on the Palmetto Point at Peas Island project was done with due care and in a good and workmanlike manner with suitable materials in accordance with the applicable buildings codes, applicable laws, and in conformance with industry standards and product installation guidelines. All allegations inconsistent with this response are denied and Tri-County demands strict proof thereof.

26. Tri-County denies the allegations contained in Paragraph 48, including all subparts, and demands strict proof thereof.

27. Paragraph 49 is an incorrect statement of the law in South Carolina and, therefore, is denied.

28. Tri-County denies the allegations contained in Paragraphs 50 and 51 and demands strict proof thereof.

29. In response to Paragraph 52, Tri-County realleges its answers in Paragraphs 1 through 28 above as if restated herein verbatim.

30. In response to Paragraph 53, Tri-County admits only that its work performed on the Palmetto Point at Peas Island project was done in a careful, diligent, and workmanlike manner, free from defects and in accordance with the applicable building codes and product installation requirements. All allegations inconsistent with this response are denied and Tri-County demands strict proof thereof.

31. In response to Paragraph 54, Tri-County admits only that there are certain implied warranties applied at law but denies that, to the extent that any implied warranties are attributed to the work by Tri-County, it violated any of these warranties.

32. In response to Paragraph 55, Tri-County admits that the warranty of habitability applies to the developer only.

33. Tri-County denies the allegations contained in Paragraphs 56 and 57 and demands strict proof thereof.

34. In response to Paragraph 58, Tri-County realleges its answers in Paragraphs 1 through 33 above as if restated herein verbatim.

35. Upon information and belief, the allegations contained in Paragraphs 59 through 66 are not directed to Tri-County and, therefore, require no response. However, to the extent these paragraphs require a response from Tri-County or can be construed to impart liability on this Defendant, these allegations are denied.

36. In response to Paragraph 67, Tri-County realleges its answers in Paragraphs 1 through 35 as if restated herein verbatim.

37. Upon information and belief, the allegations contained in Paragraphs 68 through 71, including all subparts, are not directed to Tri-County and, therefore, require no response. However, to the extent a response is required or to the extent these paragraphs could be construed to impart liability on behalf of Tri-County, these allegations are denied.

38. In response to Paragraph 72, Tri-County realleges its answers in Paragraphs 1 through 37 above as if restated herein verbatim.

39. Upon information and belief, the allegations contained in Paragraphs 73 through 78 are not directed to Tri-County and, therefore, require no response. However, to the extent a response is required or to the extent these paragraphs could be construed to impart liability, these allegations are denied.

40. There are no paragraphs numbered 79 through 81 in Plaintiffs' Complaint.

41. In response to Paragraph 82, Tri-County realleges its answers in Paragraphs 1 through 40 above as if restated herein verbatim.

42. Upon information and belief, the allegations contained in Paragraphs 83 through 86 are not directed to Tri-County and, therefore, require no response. However, to the extent a response is required or to the extent these paragraphs could be construed to impart liability on Tri-County, these allegations are denied.

43. In response to the unnumbered "Wherefore" paragraph, Tri-County denies that Plaintiffs are entitled to the relief requested in their Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE

44. The Complaint fails to set forth sufficient facts to constitute a cause of action and, therefore, should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE

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

FOR A FOURTH DEFENSE

46. Even if Tri-County was negligent in any respect, which is expressly denied, and even if such conduct on the part of Tri-County operated as a greater than fifty percent (50%) cause of Plaintiffs' injuries, if any, which is also denied, Tri-County is entitled to a determination as to the percentage which Plaintiffs' negligent, grossly negligent, reckless, willful, and wanton

conduct contributed to Plaintiffs' accident and resulting injuries, if any, and to a reduction of any amount awarded to Plaintiffs by an amount equal to the percentage of Plaintiffs' own negligence.

FOR A FIFTH DEFENSE

47. Such injuries or losses as Plaintiffs' sustained, if any, were caused by the contributory negligence, carelessness, recklessness, willfulness, and wantonness of Plaintiffs, and Tri-County pleads Plaintiffs' contributory negligence as a complete defense to this action.

FOR A SIXTH DEFENSE

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

FOR A SEVENTH DEFENSE

49. Any injuries sustained by Plaintiffs were due to and caused by the sole negligence of third persons over whom Tri-County had no control, and therefore, Tri-County should not be liable to Plaintiffs in any sum whatsoever.

FOR AN EIGHTH DEFENSE

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

FOR A NINTH DEFENSE

51. Plaintiffs' claims may be barred by the doctrine of estoppel.

FOR A TENTH DEFENSE

52. Plaintiffs' claims may be barred or otherwise reduced due to Plaintiffs' failure to mitigate damages as required by law.

FOR AN ELEVENTH DEFENSE

53. Plaintiffs' claims may be barred by the doctrine of laches.

FOR A TWELFTH DEFENSE

54. Tri-County asserts that some or all of the claims against it are barred by applicable statutes of limitation or statutes of repose.

FOR A THIRTEENTH DEFENSE

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

FOR A FOURTEENTH DEFENSE

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

FOR A FIFTEENTH DEFENSE

57. Plaintiffs' claims may be barred by the doctrine of waiver.

FOR A SIXTEENTH DEFENSE

58. Punitive damages, as currently awarded in South Carolina, are violative of the United States Constitution and South Carolina Constitution, as well as the holding of *State Farm*

Mutual Automobile Insurance Company v. Campbell, 538 U.S. 408, 123 S.Ct. 1513, 155 L.Ed.2d 585 (2003), and the cases upon which it is based.

FOR A SEVENTEENTH DEFENSE

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

FOR AN EIGHTEENTH DEFENSE

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

FOR A NINETEENTH DEFENSE

61. Notwithstanding Plaintiffs’ prior defenses incorporating *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 522 U.S. 424 (2001) and *State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and the cases upon which they are based, in the event the trial court permits the jury to return a punitive damages award in the instant case, such damages are to be limited to an amount that is no greater than the jury’s award of actual damages, as explicated within *Exxon Shipping Company v. Baker*, 128 S. Ct. 2605 (2008).

FOR A TWENTIETH DEFENSE

62. The work and services that may have been provided by Tri-County were in conformity with the standard of care for that time.

FOR A TWENTY-FIRST DEFENSE

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

FOR A TWENTY-SECOND DEFENSE

64. Tri-County incorporates by reference any affirmative defenses raised by any other Defendant in this action.

FOR AT TWENTY-THIRD DEFENSE

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

**FOR A TWENTY-FOURTH DEFENSE AND BY WAY OF THIRD-PARTY
COMPLAINT TRI-COUNTY ALLEGES THE FOLLOWING**

66. Tri-County hired certain subcontractors to perform construction work on the Palmetto Point at Peas Island project. Tri-County did not self-perform any of the work but, instead, supervised the specific work by its subcontractors.

67. Cornerstone Construction Corporation and Mark Malloy d/b/a Cornerstone Construction is a South Carolina company located in Charleston County, South Carolina, and at all times relevant herein, performed siding installation, flashing, and other component work on one or more buildings at the Palmetto Point at Peas Island project.

68. Gutter Works, Inc. and Michael L. Segars d/b/a Gutter Works is a South Carolina company located in Charleston County, South Carolina, and at all times relevant herein, performed gutter installation on one or more of the buildings at the Palmetto Point at Peas Island project.

69. Mr. Gutter is a South Carolina company located in Dorchester County, South Carolina, and at all times relevant herein, performed gutter installation on one or more of the buildings at the Palmetto Point at Peas Island project.

70. Litchfield Seamless Gutters & Windows, LLC and Thomas Litchfield d/b/a Litchfield Seamless Gutters is a South Carolina company located in Berkeley County, South Carolina, and at all times relevant herein, performed gutter installation on one or more of the buildings at the Palmetto Point at Peas Island project.

71. Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding is a South Carolina company located in Berkeley County, South Carolina, and at all times relevant herein, performed siding installation, related flashings, and other component work on one or more buildings at the Palmetto Point at Peas Island project.

72. Mark Palpoint a/k/a Micah Palpoint is a South Carolina resident who, at all times relevant herein, installed Sealoflex waterproofing on one or more buildings at the Palmetto Point at Peas Island project.

73. Eloy Alonzo Vasquez was a South Carolina resident who, at all times relevant herein, installed roofing, flashing, other roofing components, and waterproofing on one or more buildings at the Palmetto Point at Peas Island project.

74. Chris a/k/a John Doe No. 61 is a resident of South Carolina and at all times relevant herein installed waterproofing on one or more of the buildings at the Palmetto Point at Peas Island project.

75. All of the Subcontractors listed above performed the described work on the buildings located at the Palmetto Point at Peas Island project.

76. All of the referenced Third-Party Defendants, collectively referenced as "Subcontractors," that were retained by Tri-County were required to obtain proper commercial general liability insurance coverage of sufficient limits and further to list Tri-County as an additional insured in these policies.

FOR A FIRST THIRD-PARTY CAUSE OF ACTION
(Negligence)

77. Tri-County realleges its assertions set forth in Paragraphs 66 through 76 as if restated herein verbatim.

78. The various Subcontractors were required to perform their work in accordance with applicable building codes, installation guidelines, industry standards, and in a good and workmanlike manner.

79. However, it is alleged the work these Subcontractors performed did not comply with the applicable standards.

80. Tri-County has denied the substantive allegations alleged against it; however, if the Subcontractors' work is found to be deficient, then the Subcontractors have breached their duty to perform this work correctly.

81. The Subcontractors' breaches of their duties are the proximate cause of the damages suffered by Tri-County.

82. Tri-County is damaged by these breaches by having to extent time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A SECOND THIRD-PARTY CAUSE OF ACTION
(Breach of Express and Implied Warranties)

83. Tri-County realleges its assertions set forth in Paragraphs 66 through 82 as if restated herein verbatim.

84. The Subcontractors warranted and expressly stated that the work they performed at the Palmetto Point at Peas Island project was performed in a workmanlike manner, free of defects, and commensurate with all applicable building codes and installation details.

85. Although Tri-County has denied the substantive allegations asserted against it, to the extent there are deviations with the actual installation of the work by the Subcontractors, the Subcontractors have breached their implied and express warranties owed Tri-County.

86. Tri-County is damaged by these breaches by having to extent time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A THIRD THIRD-PARTY CAUSE OF ACTION
(Breach of Contract)

87. Tri-County realleges its assertions set forth in Paragraphs 66 through 86 as if restated herein verbatim.

88. Through either formal contract, purchase order, and/or otherwise, the various Subcontractors contracted with Tri-County to supply labor and/or materials for roofing, siding, waterproofing, gutters, and/or related work on the Palmetto Point at Peas Island project.

89. In addition to the construction scope of work, each of the Subcontractors promised and in fact was required to include Tri-County as an additional insured on their commercial general liability policies. This term was a significant requirement for the Subcontractors to be hired by Tri-County to work on this project.

90. Although Tri-County has denied all substantive allegations, to the extent the work performed by the Subcontractors does not meet their contractual obligations, they are in breach of their subcontracts with Tri-County. Furthermore, to the extent the subcontractors did not list Tri-County as an additional insured and/or do not defend Tri-County as an additional insured, they are in breach of their subcontract agreements.

91. Tri-County is damaged by these breaches by having to extent time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A FOURTH THIRD-PARTY CAUSE OF ACTION
(Indemnity)

92. Tri-County realleges its assertions set forth in Paragraphs 66 through 91 as if restated herein verbatim.

93. By their relationship as principal and subcontractor, there is a special relationship between Tri-County and the Subcontractors.

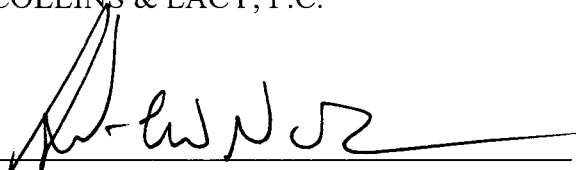
94. Tri-County has been named in a lawsuit claiming damages for work that was performed by and alleged defects that are the sole responsibility of the Subcontractors.

95. Although Tri-County denies the Plaintiffs' allegations, to the extent the Subcontractors' work is found to be defective, these defects are caused by and born by the Subcontractors alone for liability that Tri-County does not share.

96. Therefore, Tri-County should be indemnified and held harmless by the Subcontractors to the full extent of the law.

WHEREFORE, having answered the Plaintiffs' Complaint, Tri-County prays the allegations be dismissed. Furthermore, Tri-County prays for judgment against the Subcontractors with its Third-Party Claims. Tri-County prays for costs, expenses, attorney's fees, punitive damages, and for such other and further relief as this Court deems just and proper.

Respectfully Submitted,
COLLINS & LACY, P.C.

By: 

Andrew N. Cole, Esquire
Christopher M. Adams, Esquire
Post Office Box 12487
Columbia, SC 29211
803.256.2660

ATTORNEYS FOR TRI-COUNTY ROOFING

April 20, 2015
Columbia, South Carolina

CERTIFICATE OF SERVICE

The undersigned employee of Collins & Lacy, P.C., Attorneys at Law, Post Office Box 12487, 1330 Lady Street, Sixth Floor, Columbia, South Carolina 29211, does hereby certify that (s)he has served the following named individual(s) with a copy of the pleading(s) indicated below via electronic mail and/or by mailing a copy of same to them in the United States mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

COUNSEL SERVED:

Edward D. Buckley, Jr., Esquire
 Joshua P. Cantwell, Esquire
 PO Box 993
 Charleston, SC 29402
Counsel for Plaintiffs

S. Markey Stubbs, Esquire
 Baker Ravenel Bender
 PO Box 8057
 Columbia, SC 29202
 Counsel for Creekside, Inc.

PLEADING:

TRI-COUNTY ROOFING, INC.'S ANSWER AND THIRD-PARTY COMPLAINT

Richelle Campbell
 Richelle Campbell

Columbia, South Carolina
April 20, 2015

FILED
 2015 APR 22 PM 2:27
 JULIE J. ARMSTRONG
 CLERK OF COURT
 BY _____



Andrew N. Cole | D: 803.255.0433 | E: acole@collinsandlacy.com

April 20, 2015

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc.,
and Kathy Milner, individually, and one behalf of all others similarly situated v.
Island Pointe, LLC, Leonard T. Browne, Complete Building Corporation, Tri-
County Roofing, Inc., Creekside, Inc., American Residential Services, LLC d/b/a
ARS/Rescue Rooter Charleston, and John Doe 1-60
Civil Action No. 2015-CP-10-955
Claim No. THA10396
C&L File No. 001083-00167

Dear Ms. Armstrong:

Enclosed for filing please find the original and one copy of Defendant Tri-County Roofing, Inc.'s Answer to Plaintiffs' Complaint and Third-Party Complaint in the above-referenced matter. Please file the original and return a clocked-in copy to me.

With warmest regards,

Sincerely,

Andrew N. Cole

Enclosures

cc: S. Markey Stubbs, Esquire
Joshua P. Cantwell, Esquire
Edward D. Buckley, Jr., Esquire

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island
Condominium Property Owners
Association, Inc., and Kathy Milner,
individually, and one behalf of all others
similarly situated,

Plaintiffs,

vs.

Island Pointe, LLC; Leonard T. Browne;
Complete Building Corporation; Tri-County
Roofing, Inc.; Creekside, Inc.; American
Residential Services, LLC d/b/a
ARS/Rescue Rooter Charleston; and John
Doe 1-60,

Defendants.

Tri-County Roofing, Inc.,

Third-Party Plaintiff,

vs.

Cornerstone Construction and Mark Malloy
d/b/a Cornerstone Construction; Gutter
Works, Inc. and Michael L. Segars d/b/a
Gutter Works; Mr. Gutter; Litchfield
Seamless Gutters & Windows, LLC and
Thomas Litchfield d/b/a Litchfield Seamless
Gutters; Miracle Siding, LLC and Wilson
Lucas Sales d/b/a Miracle Siding, LLC;
Mark Palpoint a/k/a Micah Palpoint; Eloy
Alonzo Vasquez; and Chris a/k/a John Doe
61,

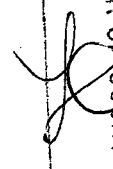
Third-Party Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Civil Action No.: 2015-CP-10-955

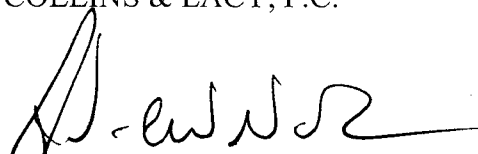
THIRD-PARTY SUMMONS

FILED
2015 APR 22 PM 2:26
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

You are hereby summoned and required to answer the Third-Party Complaint herein, a
copy of which is herewith served upon you, and to serve a copy of your answer to this Third-

Party Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Third-Party Complaint, judgment for default will be rendered against you for the relief demanded in the Third-Party Complaint.

Respectfully Submitted,
COLLINS & LACY, P.C.

By: 

Andrew N. Cole, Esquire
Christopher M. Adams, Esquire
Post Office Box 12487
Columbia, SC 29211
803.256.2660

ATTORNEYS FOR TRI-COUNTY ROOFING

Columbia, South Carolina
April 20, 2015

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
Case No. 2015-CP-10-955

PALMETTO POINTE AT PEAS ISLAND,
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC KATHY MILNER,
Individually, and on behalf of all others
similarly situated

Plaintiff(s)

vs.

ISLAND POINTE, LLC; LEONARD T.
BROWNE; COMPLETE BUILDING
CORPORATION; TRI-COUNTY ROOFING
CREEKSIDE, INC., AMERICAN
RESIDENTIAL SERVICES, LLC d/b/a
ARS/RESCUE ROOTER CHARLESTON;
AND JOHN DOE 1-60,

Defendant(s)

Answer

FILED
2015 APR 27 PM 3:16
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

NOW COMES Victor Apat, Pro Se, and on behalf of Defendant Complete Building Corporation only,
above-named answering the

Complaint of the Plaintiff herein, would show unto this Honorable Court as follows:

1. Defendant lacks information sufficient to form a belief regarding information in paragraph 1 of the Complaint and therefore denies the same and demands strict proof thereof.
2. Defendant lacks information sufficient to form a belief regarding information in paragraph 2 of the Complaint and therefore denies the same and demands strict proof thereof.
3. Defendant lacks information sufficient to form a belief regarding information in paragraph 3 of the Complaint and therefore denies the same and demands strict proof thereof.
4. Admitted.
5. The allegations contained in paragraph 12 of the Complaint are legal conclusions which defendant is neither required to admit or deny.

6. Defendant lacks information sufficient to form a belief regarding information in paragraph 6 of the Complaint and therefore denies the same and demands strict proof thereof.
7. Defendant lacks information sufficient to form a belief regarding information in paragraph 7 of the Complaint and therefore denies the same and demands strict proof thereof.
8. Defendant lacks information sufficient to form a belief regarding information in paragraph 8 of the Complaint and therefore denies the same and demands strict proof thereof.
9. Defendant lacks information sufficient to form a belief regarding information in paragraph 9 of the Complaint and therefore denies the same and demands strict proof thereof.
10. Admitted.
11. Admitted.
12. Denied.
13. Denied.
14. Defendant lacks information sufficient to form a belief regarding information in paragraph 14 of the Complaint and therefore denies the same and demands strict proof thereof.
15. Defendant lacks information sufficient to form a belief regarding information in paragraph 16 of the Complaint and therefore denies the same and demands strict proof thereof.
16. Defendant lacks information sufficient to form a belief regarding information in paragraph 16 of the Complaint and therefore denies the same and demands strict proof thereof.
17. Defendant lacks information sufficient to form a belief regarding information in paragraph 17 of the Complaint and therefore denies the same and demands strict proof thereof.
18. Admitted
19. Admitted

Factual Allegations

20. Admitted.
21. Denied.
22. Denied.
23. Denied

24. The allegations contained in paragraph 24 of the Complaint are legal conclusions which defendant is neither required to admit or deny Denied.
25. Denied.
26. Denied.
27. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 27 of the Complaint and therefore denies the same and demands strict proof thereof
28. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 28 of the Complaint and therefore denies the same and demands strict proof thereof
29. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 29 of the Complaint and therefore denies the same and demands strict proof thereof

Class Action Allegation

30. The allegations contained in paragraph 30 of the Complaint are legal conclusions which defendant is neither required to admit or deny.
31. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 31 of the Complaint and therefore denies the same and demands strict proof thereof.
32. The allegations contained in paragraph 32 of the Complaint are legal conclusions which defendant is neither required to admit or deny.
33. The allegations contained in paragraph 33 of the Complaint are legal conclusions which defendant is neither required to admit or deny.
34. The allegations contained in paragraph 34 of the Complaint are legal conclusions which defendant is neither required to admit or deny.
35. The allegations contained in paragraph 35 of the Complaint are legal conclusions which defendant is neither required to admit or deny.
36. Denied.
37. The allegations contained in paragraph 37 of the Complaint are legal conclusions which defendant is neither required to admit or deny.
38. Denied.

39. Admitted.

**ESTOPPEL FROM PLEADINGS AND TOLLING OF
APPLICABLE STATUTES OF LIMITATIONS**

40. Denied

41. Denied.

42. Plaintiff's POA is active and well managed and as such is a sophisticated property management group providing proper and timely inspections as required by paragraph 6 herein as per *Inter Alia* and by the vested duty, the POA should have known of any issues.

43. Denied.

44. Denied.

**ESTOPPEL FROM PLEADING ANY ANTI-SUIT PROVISIONS CONTAINED IN
PALMETTO POINTE'S MASTER DEED AND BY-LAWS**

45. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 45 of the Complaint and therefore denies the same and demands strict proof thereof.

FOR A FIRST CAUSE OF ACTION
(Negligence/Gross Negligence as to all Defendants)

46. Denied.

47. Denied.

48. Denied.

49. Denied.

50. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 50 of the Complaint and therefore denies the same and demands strict proof thereof.

51. Denied.

FOR A SECOND CAUSE OF ACTION
(Breach of warranty as to all defendants)

52. Denied.

53. Denied.

54. Denied.

55. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 55 of the Complaint and therefore denies the same and demands strict proof thereof.

56. Denied.

57. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 57 of the Complaint and therefore denies the same and demands strict proof thereof

FOR A THIRD CAUSE OF ACTION

(strict liability in *tort*: *SC Code ANN 15-73-10 et seq.* as to John Dow Defendants who manufactured and/or supplied components use in the construction of Palmetto Point)

58. Denied.

59. Admitted

60. Admitted

61. Admitted.

62. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 62 of the Complaint and therefore denies the same and demands strict proof thereof.

63. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 63 of the Complaint and therefore denies the same and demands strict proof thereof.

64. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 64 of the Complaint and therefore denies the same and demands strict proof thereof.

65. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 65 of the Complaint and therefore denies the same and demands strict proof thereof.

66. The allegations contained in paragraph 66 of the Complaint are legal conclusions which defendant is neither required to admit or deny.

FOR A FOURTH CAUSE OF ACTION

(Breach of Fiduciary Duty as to Defendant's Island Pointe and Browne)

67. Denied

68. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 68 of the Complaint and therefore denies the same and demands strict proof thereof.

69. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 69 of the Complaint and therefore denies the same and demands strict proof thereof.

70. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 70 of the Complaint and therefore denies the same and demands strict proof thereof.

71. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 70 of the Complaint and therefore denies the same and demands strict proof thereof.

FOR A FIFTH CAUSE OF ACTION

(Unfair Trade Practices as to Island Pointe, Browne, and Complete Building)

72. Denied.

73. Denied.

74. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 74 of the Complaint and therefore denies the same and demands strict proof thereof.

75. Denied.

76. Denied.

77. The allegations contained in paragraph 77 of the Complaint are legal conclusions which defendant is neither required to admit or deny.

78. Denied.

FOR A SIXTH CAUSE OF ACTION

(Declaratory Action/Reformation as to Island Pointe and Browne Defendants)

79. Denied

80. Denied

81. Denied

82. Denied

83. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 83 of the Complaint and therefore denies the same and demands strict proof thereof.

84. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 84 of the Complaint and therefore denies the same and demands strict proof thereof.

85. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 85 of the Complaint and therefore denies the same and demands strict proof thereof.

86. Defendant lacks information sufficient to form a belief as to the allegations contained in paragraph 86 of the Complaint and therefore denies the same and demands strict proof thereof.

WHEREFORE Defendant Complete Building Corporation prays that the Complaint be dismissed with prejudice and such other and further relief as this Court may deem just and proper.

Further Answering and by way of affirmative defense:

**For A First Affirmative Defense
(Failure to state a claim)**

87. The Complaint fails to state a cause of action upon which relief can be granted and should therefore be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil procedure.

**For A Second Affirmative Defense
(Failure to mitigate damages)**

88. Defendant denies having caused any damage alleged by Plaintiff and asserts that Plaintiffs claims are barred by reason of his failure to mitigate damages.

**For A Third Affirmative Defense
(Contributory negligence)**

89. Any damages claimed by Plaintiff, all of which are hereby denied, were proximately caused by the contributory, comparative and/or sole negligence of Plaintiff.

**For A Fourth Affirmative Defense
(Lack of Standing)**

90. Plaintiff lacks standing to maintain this action and it should be dismissed.

**For A Fifth Affirmative Defense
(Laches)**

91. Plaintiff(s) failed to communicate, to state a demand, or to require a payment, either timely or otherwise, with Defendant prior to filing the Complaint and is barred from this action.

**For A Sixth Affirmative Defense
(Waiver and Estoppel)**

92. Plaintiff, by virtue of not speaking to any other issues, the Plaintiff provided a waiver and estoppel in favor of Defendant.

93. Plaintiff is estopped from bringing this action since substantial completion of all 40 units was achieved more than 8 years from the date of the filing of this case.

**For A seventh Affirmative Defense
(Assumption of risk)**

94. Plaintiff, through the fully vested duty of the POA required management control of the Palmetto Pointe Condominium Property and assumed all risks associated with the ownership, maintenance and repairs. This action by Plaintiff confirms the Plaintiffs assumption of risk and this action should be dismissed.

95. Plaintiff is barred from bringing this action since the date of substantial completion of all 40 units was more than 8 years from the date of the filing of this case. Plaintiff has admitted its' duty to properly investigate, maintain and repair the Palmetto Pointe Common Elements and other areas or responsibility, including the exteriors and roof's. By statute, the POA, members and owners assumed all risk beyond 8 years from the date of substantial completion as defined in *SC 15-3-640*.

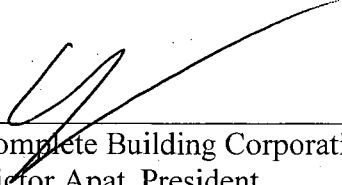
**For A Eight Affirmative Defense
(Accord and Satisfaction)**

96. Plaintiff's counsel should have discussed the 8 year Statute of Repose *SC 15-3-640* with his client prior to executing any documents. Plaintiff(s) legal counsel reviewed the agreements prior to execution and Plaintiff knowingly executed the agreements. Plaintiff(s) execution of the Master Deed and all required closing documents involved with the purchase of a unit created and acknowledged an accord and satisfaction by Plaintiff(s) accepting the sole remedy as outlined in the closing documents as well as any related SC law or statute.

**For A Ninth Affirmative Defense
(Statute of Repose - SC 15-3-640)**

97. The Plaintiff is barred from bringing this case as all units were substantially complete more than 8 years before the filing of this case as per SC 15-3-64.

WHEREFORE Defendant Complete Building Corporation prays that the Complaint be dismissed for judgment with prejudice and for judgment against Plaintiff in the sum of all legal and court costs to be determined and such other and further relief as this Court may deem just and proper.



Complete Building Corporation
Victor Apat, President
PRO SE
1525 Ashley River Rd
Charleston, SC 29407

April 27, 2015
Charleston, South Carolina

13-9.55

April 27, 2015
Charleston, South Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the pleading or paper to which this certificate is affixed was served upon Edward D. Buckley as Plaintiff's counsel to this action by hand, at 25 Calhoun St, Suite 400, Charleston, SC 29402, the proper attorney(s) of record for such other party(ies) on this, the 27th day of April, 2015, in Charleston, South Carolina.

Respectfully Submitted,

By: _____

Complete Building Corporation
Victor Apat, President
Pro Se
1525 Ashley River Rd.
Charleston, SC 29407

843-763-2463
843-766-4659 fax
vapat@completebldg.com

BY _____

JULIE J. ARMSTRONG
CLERK OF COURT

2015 APR 27 PM 3:16

FILED

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PALMETTO POINTE AT PEAS ISLAND)
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC., and KATHY MILNER,)
INDIVIDUALLY, AND ON BEHALF OF ALL)
OTHERS SIMILARLY SITUATED,)

Plaintiffs,)

v.)

ISLAND POINTE, LLC, LEONARD T.)
BROWNE, COMPLETE BUILDING)
CORPORATION, TRI-COUNTY ROOFING,)
INC., CREEKSIDE, INC., AMERICAN)
RESIDENTIAL SERVICES, LLC d/b/a)
ARS/RESCUE ROOTER CHARLESTON, and)
JOHN DOE 1-60,)

Defendants.)

TRI-COUNTY ROOFING, INC.,)

Third-Party Plaintiff,)

v.)

CORNERSTONE CONSTRUCTION and)
MARK MALLOY d/b/a CORNERSTONE)
CONSTRUCTION, GUTTER WORKS, INC.)
and MICHAEL L. SEGARS d/b/a GUTTER)
WORKS, MR. GUTTER, LITCHFIELD)
SEAMLESS GUTTERS & WINDOWS, LLC)
and THOMAS LITCHFIELD d/b/a)
LITCHFIELD SEAMLESS GUTTERS,)
MIRACLE SIDING, LLC and WILSON)
LUCAS SALES d/b/a MIRACLE SIDING,)
LLC, MARK PALPOINT a/k/a MICAH)
PALPOINT, ELOY ALONZO VASQUEZ, AND)
CHRIS a/k/a JOHN DOE 61,)

Third-Party Defendants.)

IN THE COURT OF COMMON PLEAS

Docket No. 2015-CP-10-955

**DEFENDANT COMPLETE
BUILDING CORPORATION, INC.'S
ANSWER AND CROSSCLAIMS**

FILED
2015 JUL 22 PM 2:23
JULIE J. ARMSTRONG
CLERK OF COURT

Defendant Complete Building Corporation, Inc.'s answers the Complaint, crossclaims against certain other parties, and respectfully shows unto the Court:

FOR A FIRST DEFENSE

1. Except as specifically admitted, qualified, or explained, Defendant denies the allegations and demands strict proof of each allegation.

2. Paragraphs 1-8 do not require a response.

3. Upon information and belief, Defendant admits the allegations of Paragraphs 9-11.

4. Defendant admits only so much of the allegations of Paragraphs 12-13 as allege Complete Building Corporation, Inc. is a South Carolina corporation that does certain work in Charleston County. Defendant denies the remaining allegations at this time and demands strict proof of each allegation.

5. Defendant admits the allegations of Paragraphs 14-18.

6. Defendant admits only so much of the allegations of Paragraph 19 as allege a civil lawsuit may be filed in Charleston County Court of Common Pleas.

7. Defendant admits only so much of the allegations of Paragraph 20-39 as allege Defendant contracted for the construction of the property at issue. Defendant denies the remaining allegations at this time and demands strict proof of each allegation.

8. Paragraphs 40-45 are statements of law, to which no response is required. To the extent a response is required; Defendant denies the allegations and demands strict proof of each allegation.

9. Paragraph 46 does not require a response.

10. Paragraph 47 is a statement of law, to which no response is required.

11. Defendant denies the allegations in Paragraphs 48-51 and demands strict proof of each allegation.

12. Paragraph 52 does not require a response.

13. Paragraph 53-55 is a statement of law, to which no response is required.

14. Defendant denies the allegations of Paragraphs 56-57 and demands strict proof of each allegation.

15. Paragraphs 58-72 do not require a response.

16. Defendant admits only so much of the allegations of Paragraphs 73-81 as allege contract for the construction of the property. Defendant denies the remaining allegations and demands strict proof of each allegation.

17. Paragraphs 82-86 do not require a response.

AS AN ADDITIONAL DEFENSE
(Comparative Negligence)

18. FURTHER ANSWERING, any injury and damage sustained by Plaintiffs may have been caused by the negligence or willfulness of Plaintiffs, combining, concurring, and contributing with the negligence or willfulness, if any, by others. Because Plaintiffs' negligence or willfulness may be greater than the alleged negligence or willfulness of one or more adverse parties, Plaintiffs may be barred from recovery.

AS AN ADDITIONAL DEFENSE
(Comparative Negligence)

19. FURTHER ANSWERING, any injury and damage sustained by Plaintiffs may have been caused by the negligence or willfulness of Plaintiffs, combining, concurring, and contributing with the negligence or willfulness, if any, by others. Therefore, the Court should reduce any recovery awarded to Plaintiffs for the alleged injuries and damage based upon the percentage of negligence or willfulness attributed to Plaintiffs.

AS AN ADDITIONAL DEFENSE
(Statutory Defense)

20. FURTHER ANSWERING, S.C. Code Ann. §15-38-15 applies to this lawsuit.

AS AN ADDITIONAL DEFENSE
(Punitive Damages)

21. FURTHER ANSWERING, any award of punitive damages would violate the constitutional safeguards provided by the Due Process Clause of the Fourteenth Amendment of the United States Constitution and under the Due Process Clause of Article I, Section 3 of the South Carolina Constitution because the determination of

punitive damages does not bear any reasonable relationship to the amount of actual damages, if any, suffered by or awarded.

AS AN ADDITIONAL DEFENSE
(Reservation of Rights)

22. FURTHER ANSWERING, Defendant has not had an opportunity to conduct a sufficient investigation or engage in adequate discovery about the allegations of this lawsuit. Defendant gives notice of the intent to assert any further affirmative defenses that any investigation supports, including, but not limited to, defenses that the action is barred in whole or in part by any applicable statute, contract, release, covenant, or the doctrine of laches. Thus, Defendant reserves the right to amend this pleading to assert any such defenses.

AS AN ADDITIONAL DEFENSE
(Statutes of Limitations and Repose)

23. FURTHER ANSWERING, the applicable statutes of limitations and repose, including but not limited to S.C. Code Ann. §§ 15-3-530 et seq., 15-3-640, and 36-2-728 et seq. bar the claims.

FOR AN ADDITIONAL DEFENSE AND AS CROSSCLAIMS AGAINST
ISLAND POINTE, LLC, LEONARD T. BROWNE, TRI-COUNTY ROOFING, INC.,
CREEKSIDE, INC. JOHN DOE 1-60, CORNERSTONE CONSTRUCTION and MARK
MALLOY d/b/a CORNERSTONE CONSTRUCTION, GUTTER WORKS, INC. and
MICHAEL L. SEGARS d/b/a GUTTER WORKS, MR. GUTTER, LITCHFIELD
SEAMLESS GUTTERS & WINDOWS, LLC and THOMAS LITCHFIELD d/b/a
LITCHFIELD SEAMLESS GUTTERS, MIRACLE SIDING, LLC and WILSON LUCAS
SALES d/b/a MIRACLE SIDING, LLC, MARK PALPOINT a/k/a MICAH PALPOINT,
ELOY ALONZO VASQUEZ, AND CHRIS a/k/a JOHN DOE 61 (“OTHER
DEFENDANTS”)

24. Defendant incorporates the allegations from the above paragraphs.

25. Plaintiffs sued Defendant claiming damages caused by allegedly defective products and/or construction work or services.

26. Defendant denies all of the substantive allegations made against Defendant.

27. By way of crossclaims, Defendant asserts claims against “Other Defendants”.

FOR A FIRST CAUSE OF ACTION AGAINST "OTHER DEFENDANTS"
(Negligence)

28. Defendant incorporates the allegations from the above paragraphs.

29. Upon information and belief, Other Defendants owed a duty to Defendant to exercise the degree of skill necessary to ensure that the labor, materials, goods, and services in connection with the original construction at the Project conformed with the customary and ordinary standards of the building and construction industry, all applicable building codes, and to otherwise deliver the buildings free of construction defects.

30. Upon information and belief, Other Defendants were negligent, careless and reckless in the design, supervision, construction, inspection, and/or supplying of the work or materials outlined above and incorporated into the Project.

31. Upon information and belief, as a direct and proximate result of the negligence, carelessness, and recklessness, Defendant incurred damages in the amount of any money that it is adjudged to owe Plaintiffs or which it pays Plaintiffs in settlement of Plaintiffs' claims plus the cost of investigating and defending these claims.

32. Upon information and belief, Defendant is entitled to judgment for actual damages (collectively or individually) against Other Defendants in the amount of any monies that it is adjudged to owe Plaintiffs or which he pays Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense, and settlement of these claims.

FOR A SECOND CAUSE OF ACTION AGAINST "OTHER DEFENDANTS"
(Breach of Warranty)

33. Defendant incorporates the allegations from the above paragraphs.

34. Other Defendants expressly or impliedly warranted to Defendant that all work performed would be performed in a careful, diligent, and workmanlike manner and that any materials and/or services designed, supplied, or sold by them for use on the project would be merchantable and fit for their intended or specific purposes.

35. Upon information and belief, Other Defendants breached their implied and/or express warranties of merchantability, workmanlike service, and/or fitness for a particular or intended purpose in the original construction of the Project.

36. Upon information and belief, as a result of these breaches, Defendant incurred damages in the amount of any money that it is adjudged to owe Plaintiffs or which it pays Plaintiffs in settlement of Plaintiffs' claims plus the cost of investigating and defending these claims.

37. Upon information and belief, Defendant is entitled to judgment for actual damages (collectively or individually) against Other Defendants in the amount of any monies that it is adjudged to owe Plaintiffs or which it pays Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense, and settlement of these claims.

FOR A THIRD CAUSE OF ACTION AGAINST "OTHER DEFENDANTS"
(Indemnity)

38. Defendant incorporates the allegations of the above paragraphs.

39. Upon information and belief, Other Defendants negligently selected the materials and/or products and negligently installed and/or trained and instructed the installers about the proper manner for the installation of the materials and/or products.

40. To the extent, if any, that Defendant is held liable to Plaintiffs, such liability would be a direct and proximate result of the wrongful acts, omissions, negligence, and/or presentation of Other Defendants, which has damaged Defendant because Defendant has been subjected to liability and has incurred consequential damages in having to expend fees and costs in defending this lawsuit.

41. To the extent, if any, that the materials and/or products were defective or deficient in design, engineering, materials, installation, installation obstruction, and/or were not merchantable or fit for its particular or intended purposes, such defects and deficiencies result from the breach of the express and implied contractual obligations and warranties that Other Defendants provided. These acts damaged Defendant because Defendant has been subjected to liability and has incurred consequential damages in having to expend fees and costs in defending this lawsuit.

42. Defendant is entitled to indemnification from Other Defendants for any liability Defendant is found to have to Plaintiff, and Defendant would be entitled to damages for Other Defendants' negligence and for Other Defendants' breaches of the implied and express warranties. In such a case, Defendant would be entitled to recover from Other Defendants for any moneys that it is adjudged to owe Plaintiffs or which it pays Plaintiffs in settlement of Plaintiffs' claims as well as costs and fees incurred in the investigation, defense, and settlement of these claims. To the extent, if any, Defendant is liable to Plaintiffs, Defendant is entitled to contractual and equitable indemnity from Other Defendants for any judgment or settlement amount, including reasonable attorney's fees. Further, to the extent liability or damages are imposed against Defendant, Defendant alleges its liability to Plaintiffs, if any, is only secondary or passive and Plaintiffs' damages, if any, were solely and proximately caused by the active or primary fault of Other Defendants. Therefore, Defendant pleads the right of contractual and equitable indemnity exists in its favor against Other Defendants because Defendant is exposed to the liability in this lawsuit, if at all, because of the primary wrongful acts and/or omissions of Other Defendants.

WHEREFORE, having answered and crossclaimed against certain other parties, Defendant asks this Court to dismiss the Complaint and to grant such other and further relief as this Court deems just and proper.

TURNER PADGET



David S. Cobb

Post Office Box 22129

Charleston, South Carolina 29413-2129

Direct: (843) 576-2803

Fax: (843) 577-1629

dcobb@turnerpadget.com

Charleston, South Carolina

July 20, 2015

ATTORNEYS FOR DEFENDANT COMPLETE
BUILDING CORPORATION, INC.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PALMETTO POINTE AT PEAS ISLAND)
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC., and KATHY MILNER,)
INDIVIDUALLY, AND ON BEHALF OF ALL)
OTHERS SIMILARLY SITUATED,)

Plaintiffs,)

v.)

ISLAND POINTE, LLC, LEONARD T.)
BROWNE, COMPLETE BUILDING)
CORPORATION, TRI-COUNTY ROOFING,)
INC., CREEKSIDE, INC., AMERICAN)
RESIDENTIAL SERVICES, LLC d/b/a)
ARS/RESCUE ROOTER CHARLESTON, and)
JOHN DOE 1-60,)

Defendants.)

TRI-COUNTY ROOFING, INC.,)

Third-Party Plaintiff,)

v.)

CORNERSTONE CONSTRUCTION and)
MARK MALLOY d/b/a CORNERSTONE)
CONSTRUCTION, GUTTER WORKS, INC.)
and MICHAEL L. SEGARS d/b/a GUTTER)
WORKS, MR. GUTTER, LITCHFIELD)
SEAMLESS GUTTERS & WINDOWS, LLC)
and THOMAS LITCHFIELD d/b/a)
LITCHFIELD SEAMLESS GUTTERS,)
MIRACLE SIDING, LLC and WILSON)
LUCAS SALES d/b/a MIRACLE SIDING,)
LLC, MARK PALPOINT a/k/a MICAH)
PALPOINT, ELOY ALONZO VASQUEZ, AND)
CHRIS a/k/a JOHN DOE 61,)

Third-Party Defendants.)

IN THE COURT OF COMMON PLEAS

Docket No. 2015-CP-10-955

CERTIFICATE OF SERVICE

BY _____

JULIE J. ARMSTRONG
CLERK OF COURT

2015 JUL 22 PM 2:23

FILED

On July 20, 2015, I mailed a copy of Defendant Complete Building Corporation's discovery to the Plaintiffs:

Shanna Milcetic Stephens,
Post Office Box 87
Charleston, SC 29402
Attorneys for Mr. Gutter

S. Markey Stubbs
Post Office Box 8057
Columbia, SC 29202
Attorneys for Creekside, Inc.

Andrew N. Cole
Post Office Box 12487
Columbia, SC 29211
**Attorneys for Tri-County Roofing,
Inc.**

F. Cordes Ford, N, Esquire
Post Office Box 999
Charleston, SC 29402
**Attorneys for American Residential
Services, LLC and ARS Rescue
Rooter Charleston**

Edward D. Buckley, Jr.
Post Office Box 993
Charleston, SC 29402
Attorneys for Plaintiffs

J. Ryan Oates, Esquire
Post Office Box 6648
Columbia, SC 29260
Attorneys for Gutter Works, Inc.

Patrick J. McDonald, Esquire
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
**Attorneys for Leonard T. Browne
and Island Pointe, LLC**


Kathy Wentland

TURNER PADGET

TURNER PADGET GRAHAM & LANEY P.A.

DAVID S. COBB

Direct Dial: (843) 576-2803

Direct Fax: (843) 577-1629

dcobb@turnerpadget.com

CHARLESTON
COLUMBIA
FLORENCE
GREENVILLE
MYRTLE BEACH

July 17, 2015

Julie J. Armstrong
Charleston County Clerk of Court
100 Broad St Ste 106
Charleston, SC 29401-2210

Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Kathy Milner, Individually, and on behalf of all others similarly situated v. Complete Building Corporation et al.

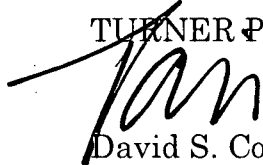
Docket No.: 2015-CP-10-955

TP File No.: 13640.101

Dear Ms. Armstrong:

We enclose the original and one copy of the Answer and Crossclaims in this case. Please file the original and return a filed copy to me in the enclosed envelope. By copy of this letter, we are serving a copy and discovery requests to Plaintiff's attorney and all counsel of record. If you have any questions or need additional information, please call me at your convenience. With kind regards,

TURNER PADGET



David S. Cobb

DSC/kjw

enclosures

cc: counsel of record (with enclosures)

BUSINESS • LITIGATION • SOLUTIONS

Gateway Center • Suite 200 • 40 Calhoun Street (29401) • PO Box 22129 • Charleston, SC 29413

Phone (843) 576-2800 • Fax (843) 577-3369 • turnerpadget.com **R-0262**

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island
Condominium Property Owners
Association, Inc., and Kathy Milner,
individually, and one behalf of all others
similarly situated,

Plaintiffs,

vs.

Island Pointe, LLC, Leonard T. Browne,
Complete Building Corporation, Tri-County
Roofing, Inc., Creekside, Inc., American
Residential Services, LLC d/b/a
ARS/Rescue Rooter Charleston, and John
Doe 1-60,

Defendants.

Tri-County Roofing, Inc.

Third-Party Plaintiff,

vs.

Cornerstone Construction and Mark Malloy
d/b/a Cornerstone Construction, Gutter
Works, Inc. and Michael L. Segars d/b/a
Gutter Works, Mr. Gutter, Litchfield
Seamless Gutters & Windows, LLC and
Thomas Litchfield d/b/a Litchfield
Seamless Gutters, Miracle Siding, LLC and
Wilson Lucas Sales d/b/a Miracle Siding,
LLC, Mark Palpoint a/k/a Micah Palpoint,
Eloy Alonzo Vazquez, and Chris a/k/a John
Doe 61,

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO: 2015-CP-10-955

TRI-COUNTY ROOFING, INC.'S ANSWER
TO COMPLETE BUILDING
CORPORATION, INC.'S CROSSCLAIMS

[Signature]

JULIE J. ARMSTRONG
CLERK OF COURT

2015 AUG -5 PM 3:37

FILED

Defendant Tri-County Roofing, Inc. ("Tri-County"), answers the Crossclaims of Complete Building Corporation, Inc. ("Complete") that were filed July 22, 2015, by denying any and all allegations not hereinafter specifically admitted, demanding strict proof thereof, and further responding as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Paragraphs 1 through 24 are Complete's answers and affirmative defenses in response to Plaintiffs' Complaint and require no response from this Defendant. However, to the extent response is required or to the extent these paragraphs could be construed to impart liability on behalf of Tri-County, these allegations are denied and Tri-County demands strict proof thereof.

2. In response to Paragraph 25, Tri-County admits only that Plaintiffs filed a lawsuit alleging construction defects with condominiums that were constructed at Palmetto Pointe at Peas Island. Furthermore, Tri-County has answered the substantive allegations in Plaintiffs' Complaint, denied any liability, and renews these responses by incorporation herein.

3. In response to Paragraph 26, upon information and belief, Tri-County admits that Complete denied the allegations asserted by the Plaintiffs against it in its Answer to the underlying Complaint.

4. In response to Paragraph 27, Tri-County admits only that Complete has asserted Crossclaims against it as well as the other named Defendants and Third-Party Defendants in this case. Further responding, Tri-County denies the substantive allegations asserted by Complete against it and demands strict proof thereof.

5. In response to Paragraph 28, Tri-County realleges its answers in Paragraphs 1 through 4 above as if restated herein verbatim.

6. In response to Paragraph 29, Tri-County admits only that it performed its work on the Palmetto Pointe at Peas Island Condominiums in a workmanlike manner in conformance with the industry standards, applicable building codes, and otherwise in a good and proper manner, and denies all allegations inconsistent with this response and demands strict proof thereof.

7. Tri-County denies the allegations contained in Paragraphs 30 through 32 and demands strict proof thereof.

8. In response to Paragraph 33, Tri-County realleges its answers in Paragraphs 1 through 7 above as if restated herein verbatim.

9. In response to Paragraph 34, Tri-County admits only that its work performed on the Palmetto Pointe at Peas Island Condominiums was performed in a careful, diligent, and workmanlike manner that was fit for its intended purposes, and Tri-County denies all allegations inconsistent with this response and demands strict proof thereof.

10. Tri-County denies the allegations contained in Paragraphs 35 through 37 and demands strict proof thereof.

11. In response to Paragraph 38, Tri-County realleges its answers in Paragraphs 1 through 10 above as if restated herein verbatim.

12. Tri-County denies the allegations contained in Paragraphs 39 through 42 and demands strict proof thereof.

13. In response to the unnumbered "Wherefore" paragraph, Tri-County denies that Complete is entitled to its requested relief and demands strict proof thereof.

FOR A SECOND DEFENSE

14. The Crossclaim fails to set forth sufficient facts to constitute a cause of action and, therefore, should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE

15. Even if Tri-County was negligent in any respect, which is expressly denied, and such conduct operated as a proximate cause of Complete's injuries, if any, which is expressly denied, Tri-County alleges Complete's negligent, grossly negligent, reckless, willful, and wanton conduct contributed more than fifty percent (50%) to the cause of the accident, and therefore, Complete's claims are barred.

FOR A FOURTH DEFENSE

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

FOR A FIFTH DEFENSE

17. Such injuries or losses as Complete sustained, if any, were caused by the contributory negligence, carelessness, recklessness, willfulness, and wantonness of Complete, and Tri-County pleads Complete's contributory negligence as a complete defense to this action.

FOR A SIXTH DEFENSE

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

FOR A SEVENTH DEFENSE

19. Any injuries sustained by Complete were due to and caused by the sole negligence of third persons over whom Tri-County had no control, and therefore, Tri-County should not be liable to Complete in any sum whatsoever.

FOR AN EIGHTH DEFENSE

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

FOR A NINTH DEFENSE

21. Complete's claims may be barred by the doctrine of estoppel.

FOR A TENTH DEFENSE

22. Complete's claims may be barred or otherwise reduced due to Complete's failure to mitigate damages as required by law.

FOR AN ELEVENTH DEFENSE

23. Complete's claims may be barred by the doctrine of laches.

FOR A TWELFTH DEFENSE

24. Tri-County asserts that some or all of the claims against it are barred by applicable statutes of limitation or statutes of repose.

FOR A THIRTEENTH DEFENSE

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

FOR A FOURTEENTH DEFENSE

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

FOR A FIFTEENTH DEFENSE

27. Complete's claims may be barred by the doctrine of waiver.

FOR A SIXTEENTH DEFENSE

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

FOR A SEVENTEENTH DEFENSE

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

FOR AN EIGHTEENTH DEFENSE

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

FOR A NINETEENTH DEFENSE

31. Notwithstanding Complete's prior defenses incorporating *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 522 U.S. 424 (2001) and *State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and the cases upon which they are based, in the event the trial court permits the jury to return a punitive damages award in the instant case, such damages are to be limited to an amount that is no greater than the jury's award of actual damages, as explicated within *Exxon Shipping Company v. Baker*, 128 S. Ct. 2605 (2008).

FOR A TWENTIETH DEFENSE

32. The work and services that may have been provided by Tri-County were in conformity with the standard of care for that time.

FOR A TWENTY-FIRST DEFENSE

33. No act or omission by Tri-County in the performance of its professional services proximately caused the alleged damages for which Complete now seeks to recover and, as a result, Complete is not entitled to any recovery from Tri-County.

FOR A TWENTY-SECOND DEFENSE

34. Tri-County incorporates by reference any affirmative defenses raised by any other Defendant in this action.

FOR AT TWENTY-THIRD DEFENSE

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

FOR A TWENTY-FOURTH DEFENSE

36. Pursuant to S.C. Code Ann. § 32-2-10, the Third-Party Plaintiff may not attempt to avoid liability caused by its other actions and, therefore, all claims for indemnity that attempt to defer liability for Complete's own negligence should be struck and dismissed.

FOR A TWENTY-FIFTH DEFENSE

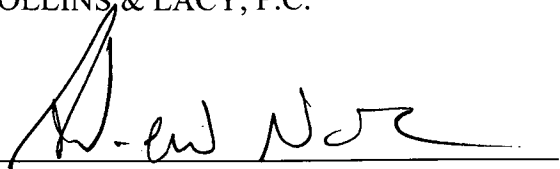
37. Although Complete has asserted several causes of action in its Crossclaims, these causes of action are merely different terms for asserting the same indemnity cause of action and, therefore, the claims should all be construed as claims for indemnity. *See SCNB v. Stone*, 749 F.Supp. 1419, 1433 (D.S.C. 1990).

FOR A TWENTY-SIXTH DEFENSE

38. Tri-County specifically asserts that Complete's claims for indemnity fail because Complete is not and cannot be deemed an innocent party.

Wherefore, having fully responded to Complete Building Construction, Inc.'s Crossclaims, Tri-County prays that the claims be dismissed, for attorneys' fees and costs defending this action, and for such other and further relief as this court deems just and proper.

Respectfully Submitted,
COLLINS & LACY, P.C.

By: 

Andrew N. Cole, Esquire
Christopher M. Adams, Esquire
Post Office Box 12487
Columbia, SC 29211
803.256.2660

ATTORNEYS FOR TRI-COUNTY ROOFING,
INC.

Columbia, South Carolina
August 3, 2015

CERTIFICATE OF SERVICE

15-CP-10-955

The undersigned employee of Collins & Lacy, P.C., Attorneys at Law, Post Office Box 12487, 1330 Lady Street, Sixth Floor, Columbia, South Carolina 29211, does hereby certify that (s)he has served the following named individual(s) with a copy of the pleading(s) indicated below via electronic mail and/or by mailing a copy of same to them in the United States mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

COUNSEL SERVED:

Edward D. Buckley, Jr., Esquire
Joshua P. Cantwell, Esquire
PO Box 993
Charleston, SC 29402
Counsel for Plaintiffs

F. Cordes Ford, IV, Esquire
Scott Forster, Esquire
Womble Carlyle Sandridge & Rice, LLP
PO Box 999
Charleston, SC 29402
Counsel for American Residential Services, LLC and ARS Rescue Rooter Charleston

David S. Cobb, Esquire
Turner Padgett Graham & Laney, PA
PO Box 22129
Charleston, SC 29413
Counsel for Complete Building Corp.

Shanna Milcetic Stephens, Esquire
Anderson Reynolds & Stephens, LLC
PO Box 87
Charleston, SC 29402
Counsel for Mr. Gutter

S. Markey Stubbs, Esquire
Baker Ravenel Bender
PO Box 8057
Columbia, SC 29202
Counsel for Creekside, Inc.

Patrick J. McDonald, Esquire
Buist Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
Counsel for Leonard T. Browne and Island Pointe, LLC

J. Ryan Oates, Esquire
Murphy & Grantland, P.A.
PO Box 6648
Columbia, SC 29260
Counsel for Gutter Works, Inc.

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2015 AUG -5 PM 3:38

FILED

PLEADING:

TRI-COUNTY ROOFING, INC.'S ANSWER TO COMPLETE BUILDING CORPORATION, INC.'S CROSSCLAIMS


Richelle Campbell

Columbia, South Carolina
August 3, 2015



Andrew N. Cole | D: 803.255.0433 | E: acole@collinsandlacy.com

August 3, 2015

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., and Kathy Milner, individually, and one behalf of all others similarly situated v. Island Pointe, LLC, Leonard T. Browne, Complete Building Corporation, Tri-County Roofing, Inc., Creekside, Inc., American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston, and John Doe 1-60 / Tri-County Roofing, Inc. v. Cornerstone Construction and Mark Malloy d/b/a Cornerstone Construction, Gutter Works, Inc. and Michael L. Segars d/b/a Gutter Works, Mr. Gutter, Litchfield Seamless Gutters & Windows, LLC and Thomas Litchfield d/b/a Litchfield Seamless Gutters, Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC, Mark Palpoint a/k/a Micah Palpoint, Eloy Alonzo Vazquez, and Chris a/k/a John Doe 61
Civil Action No. 2015-CP-10-955
Claim No. THA10396
C&L File No. 001083-00167

Dear Ms. Armstrong:

Enclosed for filing please find the original and one copy of Defendant Tri-County Roofing, Inc.'s Answer to Complete Building Corporation, Inc.'s Crossclaims in the above-referenced matter. Please file the original and return a clocked-in copy to me.

With warmest regards,

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew N. Cole", written over a horizontal line.

Andrew N. Cole

Enclosures

cc/enc: F. Cordes Ford, IV, Esquire
Eric G. Fosmire, Esquire
Bonum S. Wilson, III, Esquire
Scott Forster, Esquire
J. Ryan Oates, Esquire

S. Markey Stubbs, Esquire
Shanna Milcetic Stephens, Esquire
Patrick J. McDonald, Esquire
Joshua P. Cantwell, Esquire
Suzanne Hogg, Esquire
Lisa Wolff Herbert, Esquire
Edward D. Buckley, Jr., Esquire
David S. Cobb, Esquire

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND) CASE NO. 2015-CP-10-0955
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND ELIZABETH)
A. BUSHÈY, INDIVIDUALLY, AND ON)
BEHALF OF ALL OTHERS SIMILARLY)
SITUATED,)

PLAINTIFFS,)

vs.)

ISLAND POINTE, LLC; LEONARD T.)
BROWNE; COMPLETE BUILDING)
CORPORATION; TRI-COUNTY)
ROOFING, INC.; CREEKSIDE, INC.;)
AMERICAN RESIDENTIAL SERVICES,)
LLC D/B/A ARS/RESCUE ROOTER)
CHARLESTON; ANDERSEN)
WINDOWS, INC.; ATLANTIC)
BUILDING CONSTRUCTION)
SERVICES, INC. N/K/A ATLANTIC)
CONSTRUCTION SERVICES, INC.;)
CHRISTOPHER N. UNION; BUILDER)
SERVICES GROUP, INC. D/B/A GALE)
CONTRACTOR SERVICES; NOVUS)
ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND)
SONS, INC.; W C SERVICES, INC.; CRG)
ENGINEERING, INC.; CERTAINTEED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC., D/B/A CARPET)
BAGGERS; AND JOHN DOE 1-60,)

DEFENDANTS.)

TRI-COUNTY ROOFING, INC.,)

THIRD-PARTY PLAINTIFF,)

vs.)

FILED
2016 NOV -4 AM 10:23
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

AMENDED SUMMONS

CORNERSTONE CONSTRUCTION)
AND MARK MALLOY D/B/A)
CORNERSTONE CONSTRUCTION;)
GUTTER WORKS, INC. AND MICHAEL)
L. SEGARS D/B/A GUTTER WORKS;)
MR. GUTTER; LITCHFIELD)
SEAMLESS GUTTERS & WINDOWS,)
LLC AND THOMAS LITCHFIELD)
D/B/A LITCHFIELD SEAMLESS)
GUTTERS; MIRACLE SIDING, LLC)
AND WILSON LUCAS SALES D/B/A)
MIRACLE SIDING, LLC; MARK)
PALPOINT A/K/A MICAH PALPOINT;)
ELROY ALONZO VASQUEZ; AND)
CHRIS A/K/A JOHN DOE 61,)

THIRD-PARTY DEFENDANTS.)

COMPLETE BUILDING CORPORATION,)
INC.,)

THIRD-PARTY PLAINTIFF,)

VS.)

ALDERMAN CONSTRUCTION,)
STANLEY'S VINYL FENCE DESIGNS,)
COHEN'S DRYWALL, AND MOSELY)
CONCRETE,)

THIRD-PARTY DEFENDANTS.)

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Amended Complaint upon the subscriber at his office at 415 Mill Street, Post Office Box 806, Mount Pleasant, South Carolina within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer within the prescribed time, a judgment by default will be

rendered against you for the amount or other remedy requested in the attached Amended Complaint
plus interest and costs.

JUSTIN O'TOOLE LUCEY, P.A.

BY: 

Justin Lucey, Esquire
Stephanie Drawdy, Esquire
415 Mill Street
Post Office Box 806
Mount Pleasant, S.C. 29465-0806

-and-

Edward D. Buckley, Jr.
YOUNG CLEMENT RIVERS, LLP
P.O. Box 993
Charleston, SC 29402
(843) 724-5446

Attorneys for the Plaintiffs

Charleston, South Carolina

Dated: 10/31/10

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND ELIZABETH
A. BUSHEY, INDIVIDUALLY, AND ON
BEHALF OF ALL OTHERS SIMILARLY
SITUATED,

PLAINTIFFS,

vs.

ISLAND POINTE, LLC; LEONARD T.
BROWNE; COMPLETE BUILDING
CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES,
LLC D/B/A ARS/RESCUE ROOTER
CHARLESTON; ANDERSEN
WINDOWS, INC.; ATLANTIC
BUILDING CONSTRUCTION
SERVICES, INC. N/K/A ATLANTIC
CONSTRUCTION SERVICES, INC.;
CHRISTOPHER N. UNION; BUILDER
SERVICES GROUP, INC. D/B/A GALE
CONTRACTOR SERVICES; NOVUS
ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND
SONS, INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTEED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; AND JOHN DOE 1-60,

DEFENDANTS.

TRI-COUNTY ROOFING, INC.,

THIRD-PARTY PLAINTIFF,

vs.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO. 2015-CP-10-0955

FILED
2016 NOV -4 AM 10:23
JULIE CHRISTOPHERSON
CLERK OF COURT

PLAINTIFFS' AMENDED COMPLAINT

CORNERSTONE CONSTRUCTION)
AND MARK MALLOY D/B/A)
CORNERSTONE CONSTRUCTION;)
GUTTER WORKS, INC. AND MICHAEL)
L. SEGARS D/B/A GUTTER WORKS;)
MR. GUTTER; LITCHFIELD)
SEAMLESS GUTTERS & WINDOWS,)
LLC AND THOMAS LITCHFIELD)
D/B/A LITCHFIELD SEAMLESS)
GUTTERS; MIRACLE SIDING, LLC)
AND WILSON LUCAS SALES D/B/A)
MIRACLE SIDING, LLC; MARK)
PALPOINT A/K/A MICAH PALPOINT;)
ELROY ALONZO VASQUEZ; AND)
CHRIS A/K/A JOHN DOE 61,)

THIRD-PARTY DEFENDANTS.)

COMPLETE BUILDING CORPORATION,)
INC.,)

THIRD-PARTY PLAINTIFF,)

VS.)

ALDERMAN CONSTRUCTION,)
STANLEY'S VINYL FENCE DESIGNS,)
COHEN'S DRYWALL, AND MOSELY)
CONCRETE,)

THIRD-PARTY DEFENDANTS.)

The Plaintiffs, Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Elizabeth A. Bushèy, individually and on behalf of all others similarly situated, complaining of the Defendants named herein, would respectfully allege and show the Court as follows:

PARTIES AND JURISDICTIONAL STATEMENT

1. Plaintiff Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. ("POA") is a non-profit corporation organized and existing under the laws of the State of South Carolina.

2. The POA is the property owners association for the Palmetto Pointe at Peas Island Horizontal Property Regime.

3. The Palmetto Pointe at Peas Island Horizontal Property Regime is a Horizontal Property Regime ("Palmetto Pointe") which exists by virtue of a Master Deed dated January 6, 2006 and recorded on January 10, 2006 in the RMC Office of Charleston County in Book W568, Page 532 and the Amended and Restated Master Deed dated January 19, 2007 and recorded January 22, 2007 in the RMC Office of Charleston County in Book R612, Page 823.

4. Palmetto Pointe originally consisted of forty (40) townhome style condominiums located in twenty (20) buildings and related common elements and a clubhouse, which are located in Charleston County, South Carolina. There are four (4) recently built units in two (2) buildings, which are not subject to this matter.

5. By virtue of governing documents and the South Carolina Horizontal Property Regime Act, S.C. Code § 27-31-10, *et. seq.*, the POA is charged with certain duties, powers, rights and authority in connection with Palmetto Pointe.

6. The POA is charged with, *inter alia*, the management and administration of Palmetto Pointe, the investigation, maintenance and repair of Palmetto Pointe's Common Elements and other areas of responsibility, including exteriors and roofs, and has the right and obligation to bring this action on behalf of Palmetto Pointe, the POA, and the respective owners and members.

7. Plaintiff Elizabeth A. Bushèy (hereinafter "Plaintiff Bushèy") is an owner of a condominium within Palmetto Pointe more particularly described as 1611 Folly Creek Way, Charleston, South Carolina, 29412, and she owns an undivided interest in all other property within the Palmetto Pointe regime, except such property comprising the remaining thirty-nine (39) units.

8. By virtue of property ownership in Palmetto Pointe, Plaintiff Bushèy is a member of the POA, has been a member of the POA at all times relevant hereto, and has ownership and membership rights relating thereto.

9. Defendant Island Pointe, LLC ("Island Pointe") is a limited liability company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Island Pointe was engaged in the business of designing, developing, marketing, constructing, and/or selling condominiums in Charleston County, South Carolina.

10. Defendant Leonard T. Browne ("Browne") is an individual residing in Charleston, South Carolina. At all times, Browne was engaged in the business of designing, developing, marketing, constructing, and/or selling condominiums in Charleston, South Carolina, and he authorized and participated in the conduct, activities, and decisions which form the basis for the Plaintiffs' Complaint herein.

11. Defendant Christopher N. Union ("Union") is an individual residing in James Island, South Carolina. At all times relevant hereto, Union was engaged in the business of designing, developing, marketing, constructing, and/or selling condominiums in Charleston, South Carolina, and he authorized and participated in the conduct, activities, and decisions which form the basis for the Plaintiffs' Complaint herein.

12. At all times relevant hereto, Browne and Union controlled Island Pointe and acted as its agents. Additionally, Brown, Union and/or Island Pointe (hereinafter "Developer Defendants") controlled the POA until that control was turned over to the owners themselves, and they authorized and participated in the conduct, activities, and decisions which form the basis for the Plaintiffs' Complaint herein.

13. Defendant Complete Building Corporation (hereinafter "Complete Building") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Complete Building was engaged in the business of designing and constructing condominiums in Charleston County, South Carolina.

14. At all times relevant hereto, Developer Defendants and Complete Building were acting in concert with each other, and as agents for each other, and each are jointly responsible for each other's failures.

15. Defendant Tri-County Roofing, Inc. (hereinafter "Tri-County Roofing") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Tri-County Roofing supplied materials and installed roofing and related materials, among other work, at Palmetto Pointe.

16. Defendant Creekside. Inc. (hereinafter "Creekside") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Creekside supplied materials and applied painting and caulking, among other work, at Palmetto Pointe.

17. Defendant American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston (hereinafter "ARS") is a limited liability company organized and existing under the

laws of the State of Delaware. At all times relevant to this action, ARS supplied materials and installed the HVAC systems, among other work, at Palmetto Pointe.

18. Defendant Andersen Windows, Inc. (hereinafter "Andersen") is a corporation organized and existing under the laws of the State of Minnesota. At all times relevant to this action, Andersen supplied windows and related products at Palmetto Pointe.

19. Defendant Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc. (hereinafter "Atlantic") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Atlantic supplied materials and installed framing, metal fabrications, rough carpentry, metal plate connected wood trusses, weather resistant barriers, sheet metal flashing and trim, joint sealants, and wood windows and doors, among other work and products, at Palmetto Pointe.

20. Defendant Builder Services Group, Inc. d/b/a Gale Contractor Services (hereinafter "BSG") is a corporation organized and existing under the laws of the State of Florida. At all times relevant to this action, BSG supplied materials and installed fireplaces, among other work, at Palmetto Pointe.

21. Defendant Novus Architects, Inc., f/k/a SGM Architects, Inc. (hereinafter "Novus") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Novus performed design work, among other work, at Palmetto Pointe.

22. Defendant Tallent and Sons, Inc. (hereinafter "Tallent") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Tallent performed grading and paving work, among other work, at Palmetto Pointe.

23. Defendant W C Services, Inc. (hereinafter “W C”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, WC supplied and installed fire sprinkler systems and related components, among other work, at Palmetto Pointe.

24. Defendant CRG Engineering, Inc. (hereinafter “CRG”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, CRG provided civil engineering services, among other work, at Palmetto Pointe.

25. Defendant CertainTeed Corporation (hereinafter “CertainTeed”) is a corporation organized and existing under the laws of the State of Delaware. At all times relevant to this action, CertainTeed manufactured and supplied aluminum trim coil stock, among other products, at Palmetto Pointe.

26. Defendant Kelly Flooring Products, Inc. d/b/a Carpet Baggers (hereinafter “Carpet Baggers”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Carpet Baggers supplied materials and installed carpet, wood flooring and related materials, among other work, at Palmetto Pointe.

27. The address and identity of all John Doe Defendants are unknown at this time.

28. Defendants John Doe #1-15 (hereinafter “John Doe Defendants”) are subcontractors and/or other entities involved in the design, development, marketing, construction, material manufacturing and/or supplying, and/or sale of Palmetto Pointe.

29. Defendant Andersen and John Doe #1 are hereinafter referred to collectively as the “Manufacturing and Supplier Defendants.”

30. This Honorable Court has jurisdiction over all subject matter alleged herein and over all parties hereto and venue is proper in this forum.

FACTUAL ALLEGATIONS

31. This matter arises out of the design, development, construction, and sale of Palmetto Pointe.

32. At the time the Certificates of Occupancy were issued, Palmetto Pointe contained latent building defects.

33. The latent building defects in combination with fortuitous weather, repeated water intrusion and/or other events have resulted in consequential damage to other building components and other property.

34. A preliminary inspection of Palmetto Pointe evidences failure of one or more components the exterior building envelopes; water intrusion into and through the exterior building envelope; and resulting consequential damage to non-defective building components, structural members, and other property. Inspection also reveals failure of other various and sundry building components, with consequential damages resulting therefrom.

35. Defendants had a duty to design, develop, construct, and repair Palmetto Pointe in a workmanlike manner with suitable materials and free from all defects.

36. The aforementioned deficiencies and consequential damages evidence that Defendants breached their duties to Plaintiffs.

37. The Defendants' acts and omissions, individually and collectively, have resulted in building deficiencies, consequential damages, and partial loss of use and enjoyment.

38. Remedying the above-wrongs will result in additional consequential damages and loss of use.

39. As a direct and proximate result of Defendants' violation of their legal duties, Plaintiffs and class members have been proximately damaged in an amount to be determined by

the trier of fact, and have had to incur reasonable attorney's fees and costs for the retention of experts to determine the damage and the scope of work for repair.

40. Upon information and belief, the water intrusion and resulting consequential damages have occurred and have been occurring in each and every year since the completion of construction and constitute "occurrences" and "property damage" under the standard and/or typical commercial general liability policies.

CLASS ACTION ALLEGATIONS

41. Pursuant to the common law of South Carolina and Rule 23 of the South Carolina Rules of Civil Procedure ("SCRCP"), Plaintiff Bushèy brings this action both individually and as a proposed class action against Defendants on behalf of herself and all other similarly situated persons and entities, who own, per the class definition, a condominium within Palmetto Pointe (hereinafter collectively referred to as the "Class"). The Class is particularly defined as follows:

All persons and entities that own a townhome style condominium within Palmetto Pointe located in Charleston, South Carolina.

Excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendants and any entity in which Defendants have a controlling interest or which have a controlling interest in Defendants; (c) Defendants' legal representatives, assigns and successors of Defendants; (d) Defendants' current or former employees, investors, members, or officers; (e) all persons who properly execute and file a timely request for exclusion from the Class; and (f) the owners of the four excluded units referenced in Paragraph 4.

42. *Numerosity*: The Class is composed of in excess of forty (40) persons or entities geographically dispersed throughout the State of South Carolina and the United States, the joinder of whom in one action is impractical. When spouses and co-owners are considered, the Class is expected to be in excess of sixty (60) members.

43. *Commonality*: Questions of law and fact common to the Class exist as to all members of the Class and predominate over any questions affecting only individual members of the Class. These common legal and factual issues include the following:

- a) Whether the construction of Palmetto Pointe was defective;
- b) Whether Defendants knew or should have known of the defects;
- c) Whether Defendants failed to disclose to purchasers and/or homeowners the defects;
- d) Whether Defendants have acted or refused to act on grounds generally applicable to the Class;
- e) Whether Defendants are financially responsible to pay the full costs and expenses of repair of said defective conditions;
- f) Whether Defendants' expertise, superiority, and financial interest in sales transactions gave rise to a duty to disclose the material facts which were concealed; thereby, giving rise to a claim for fraudulent concealment;
- g) Whether Plaintiffs and the Class are entitled to compensatory damages, including, among other things: (i) compensation for repair of their condominiums; (ii) temporary repairs; and (iii) compensation for loss of use; and
- h) Whether Defendants negligently designed, developed, and/or constructed Palmetto Pointe.

44. *Typicality*: Plaintiffs' claims are typical of the claims of the members of the Class, as all such claims arise out of Defendants' wrongful conduct in designing, developing, constructing, and selling Palmetto Pointe, Defendants' conduct in concealing the defective condition of Palmetto Pointe, and Plaintiffs' and Class Members' purchasing homes containing building defects.

45. *Adequate Representation*: Plaintiff Bushèy will fairly and adequately protect the interests of the members of the Class and has no interests antagonistic to those of the Class. Plaintiff Bushèy has retained counsel experienced in the prosecution of construction defect claims and complex litigation, including consumer class actions involving product liability and product design defects.

46. *Predominance and Superiority*: This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members, and a Class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Should individual Class Members be required to bring separate actions, this Court would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single Court.

47. Defendants have acted on grounds generally applicable to the Class. Class certification is appropriate under South Carolina law because Defendants engaged in a uniform and common practice. All Class Members have the same legal right to and interest in redress for damages associated with the defective conditions existing within Palmetto Pointe.

48. Plaintiff Bushèy and the Class envision no unusual difficulty in the management of this action as a class action.

49. Each Class Member has an interest of more than \$100.00.

50. The amount of money at stake for each Class Member is not sufficient for each member to hire his own counsel and engineers and bring their own action.

**ESTOPPEL FROM PLEADING AND TOLLING OF
APPLICABLE STATUTES OF LIMITATIONS**

51. Defendants are estopped from relying on any statutes of limitation or repose by virtue of their acts. Upon information and belief, Defendants should have known Palmetto Pointe

was defectively constructed and failed to alert the Plaintiffs of Palmetto Pointe's defective condition.

52. Defendants had a duty to inform Plaintiffs of the defects described herein, which they should have known. Notwithstanding their duty, Defendants never disclosed the defects to Plaintiffs.

53. Despite exercising reasonable diligence, Plaintiffs could not have discovered the defective condition of Palmetto Pointe.

54. Given Defendants' failure to disclose this non-public information about the defective nature of Palmetto Pointe - information over which they had exclusive control and because Plaintiffs could not reasonably have known of Palmetto Pointe's defective nature, Defendants are estopped from relying on any statutes of limitations or repose that might otherwise be applicable to the claims asserted herein.

55. Defendants are further estopped from relying upon any statute of limitations as they have represented to Plaintiffs that they are only responsible for correcting work for a period of one year after sale.

**ESTOPPEL FROM PLEADING ANY ANTI-SUIT PROVISIONS
CONTAINED IN PALMETTO POINTE'S MASTER DEED AND BY-LAWS**

56. Developer Defendants are estopped from relying on any antisuit provisions contained in Palmetto Pointe's Master Deed and By-Laws because said provisions are void pursuant to public policy and the Horizontal Property Regime Act and/or are voidable as such constitutes a breach of the Developer Defendants' fiduciary duties to Plaintiffs.

FOR A FIRST CAUSE OF ACTION
(Negligence/Gross Negligence as to All Defendants)

57. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

58. At all times relevant hereto, the Defendants, their agents, servants, employees, and subcontractors undertook and had a duty to Plaintiffs to exercise and use due care in the design and construction of Palmetto Pointe in a good workmanlike manner and with suitable materials, in accordance with the applicable building codes, state law, good design, and in conformance with the prevailing industry standards.

59. Defendants breached their duties to Plaintiffs and the Class in a manner that was negligent, careless, reckless, willful, and wanton in the following particulars:

- a) In designing, developing, constructing, and selling Palmetto Pointe with construction deficiencies including those previously identified;
- b) In failing to design and construct Palmetto Pointe in accordance with due care, good workmanship, and in accordance with standard building practices and the plans;
- c) In failing to design and construct Palmetto Pointe in accordance with the building code;
- d) In failing to properly supervise the work and construction of Palmetto Pointe;
- e) In failing to properly coordinate the subcontractors;
- f) In failing to design and construct an adequate exterior building envelope;
- g) In failing to act as a reasonable person would in the circumstances then and there prevailing;
- h) In covering up their own defective work and the defective work of others;
- i) In failing to make proper repairs; and
- j) Such other failures to be proven at trial.

60. Any violations of applicable building codes constitute negligence *per se*.

61. Plaintiffs and the Class have been damaged as a direct and proximate result of the negligence, carelessness, recklessness, willfulness, and wantonness of the Defendants.

62. If it is shown that said failures were committed with gross negligence and/or reckless disregard for the rights of others, and/or constituted negligence per se, Plaintiffs and Class are entitled to an award of punitive damages against the Defendants.

FOR A SECOND CAUSE OF ACTION
(Breach of Warranty as to all Defendants)

63. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if more fully set forth herein.

64. The design, construction, and/or sale of Palmetto Pointe came with express and implied warranties that the work would be performed in a careful, diligent and workmanlike manner and that Palmetto Pointe would be constructed with suitable materials and components and free from all defects and be of superior quality befitting of an upscale condominium complex.

65. The design, construction, and/or sale of Palmetto Pointe, and the components used therein, came with implied warranties of fitness, merchantability, and workmanship.

66. Additionally, Defendant Developers owed Plaintiffs a warranty of habitability.

67. Defendants have breached their warranties by constructing Palmetto Pointe in a defective manner as set forth above.

68. As a direct and proximate result of the Defendants' breach of the implied warranty, Plaintiffs have suffered actual and consequential damages.

FOR A THIRD CAUSE OF ACTION
(Strict Liability in Tort: *S.C. Code Ann. § 15-73-10 et seq.* as to
Manufacturing and Supplier Defendants)

69. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if more fully set forth herein.

70. In manufacturing and supplying products for the construction of Palmetto Pointe, the Manufacturing and Supplier Defendants placed products into the stream of commerce.

71. By introducing their products into the stream of commerce, the Manufacturing and Supplier Defendants represented said products were safe and suitable for their foreseeable use.

72. In the manufacture and supply of products to Palmetto Pointe, Manufacturing and Supplier Defendants anticipated and expected that their products would reach the public in substantially the same condition in which they were designed, developed, constructed, and sold.

73. The Manufacturing and Supplier Defendants have supplied and manufactured their products in a defective manner unreasonably dangerous to persons and/or property other than the products themselves, which has resulted in repeated water intrusion into and damage to Palmetto Pointe and other building deficiencies.

74. Plaintiffs could not have discovered the product defects through the exercise of reasonable care.

75. The cost of altering the design, construction, and/or repair of the products supplied to Palmetto Pointe was substantially less than the resulting damage, cost, and injury suffered by the Plaintiffs.

76. The design and manufacture of the products supplied to Palmetto Pointe was inherently defective as sold and was a direct and proximate cause of the damages suffered by Plaintiffs.

77. The Manufacturing and Supplier Defendants are therefore liable to Plaintiffs under the doctrine of strict liability in an amount to be determined by the trier of fact.

FOR A FOURTH CAUSE OF ACTION
(Breach of Fiduciary Duty as to Developer Defendants)

78. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

79. Developer Defendants have a fiduciary relationship to the Plaintiffs by virtue of their capacity as the developer and steward of Palmetto Pointe and their former capacity controlling the POA.

80. Developer Defendants promoted, created and maintained control of the POA and Palmetto Pointe for a period of time, and thus, had fiduciary duties they owed to the POA, its members and individual homeowners.

81. The Developer Defendants breached the fiduciary duties they owed to the Plaintiffs by:

- a) failing to investigate defective conditions prior to handing over the property to the POA and the homeowners;
- b) failing to disclose said defective conditions;
- c) failing to properly repair said defective conditions prior to handing over the property to the POA and the homeowners;
- d) turning over the property to the POA in said defective condition without depositing sufficient funds to the account of the POA to bring the elements up to a reasonable standard;
- e) failing to timely hold the other Defendants accountable for the construction defects; and
- f) inserting provisions in the Master Deed which benefited Defendants at the expense of Plaintiffs.

82. As a direct and proximate result of the Developer Defendants' breach of fiduciary duties, Plaintiffs have been damaged as hereinabove set forth and as to be further proven at trial.

FOR A FIFTH CAUSE OF ACTION
(Unfair Trade Practices as to Developer Defendants)

83. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

84. At all times relevant herein, the Developer Defendants engaged in the business of developing, designing, constructing, and selling Palmetto Pointe, and thereby placing Palmetto Pointe into the stream of commerce.

85. The Developer Defendants were engaged in commerce as defined by the South Carolina Unfair Trade Practices Act.

86. The Developer Defendants' above-described activities, including placing Palmetto Pointe with defective design and construction into the stream of commerce, failing to comply with the building code, failing to disclose those defects to potential and actual purchasers, and other acts to be shown through the course of discovery and at trial, constitute unfair and deceptive practices in the conduct of the Developer Defendants' trade.

87. The Developer Defendants' above-described acts are capable of repetition and adversely affect the public interest.

88. The Developer Defendants knew or should have known that their conduct was in violation of the S.C. Code Ann. § 39-5-20.

89. As a direct, foreseeable, and proximate result of the Developer Defendants' unfair trade practices in South Carolina, Plaintiffs have suffered significant damage and have and will incur attorney's fees and the costs and expenses of this action.

FOR A SIXTH CAUSE OF ACTION
(Declaratory Action/Reformation as to Developer Defendants)

90. Plaintiffs re-allege the allegations, which are not inconsistent with this cause of action and are, contained in the above paragraphs as if fully set forth herein.

91. The anti-suit provisions of the Palmetto Pointe Master Deed are in violation of public policy, statutory law and/or provisions of the Constitution, and the Developer Defendants' fiduciary duties.

92. Plaintiffs are entitled to a declaration by this Court that the anti-suit provisions included within the Master Deed by the Developer Defendants are in violation of statutory law and/or provisions in the Constitution and are therefore void and/or require reformation to eliminate the subject provisions.

93. As the provisions in the Master Deed are severable, the Plaintiffs are entitled to a declaration by this Court that the anti-suit provisions are severable from the other terms of the Master Deed.

94. Plaintiffs are also entitled to have ambiguous and contradictory provisions in the Master Deed construed against the Developer Defendants and/or reformed by the Court to more accurately reflect the reasonable expectations of the POA and Homeowners.

FOR A SEVENTH CAUSE OF ACTION
(Veil Piercing as to Developer Defendants)

95. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

96. Developer Defendant Island Pointe, LLC was owned, operated, managed, and controlled by Christopher Union and Leonard Browne at all times relevant to the development, marketing, construction, repair and/or sale of Palmetto Pointe.

97. Island Pointe, LLC existed for the primary purpose of permitting its principals, Union and Browne, to transact business under guise of a shield, to avoid South Carolina's public policy of caveat venditor in the context of the development and construction of residential housing, and to avoid responsibility for shortcuts and building code violations occurring during the development of Peas Island. In that regard, the Developers either foresaw or should have foreseen Plaintiffs' claims.

98. Developer Defendants failed to observe necessary corporate and other formalities.

99. Developer Defendants Union and Browne caused Island Pointe, LLC to be undercapitalized.

100. Developer Defendants have failed to leave sufficient capital in Island Pointe, LLC to allow for warranty work or to pay creditors' claims when they come due.

101. Due to the conduct of Union and Browne, Island Pointe, LLC is unable to meet its Developer obligations or pay Plaintiffs' claims.

102. Developer Defendants' conduct and abuse of the LLC form has resulted in fundamental unfairness to Plaintiffs.

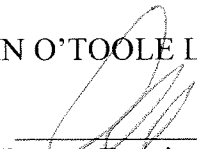
103. As a result, the Developer Defendants' abuse of the LLC form makes it appropriate and just that any liability imposed on Island Pointe, LLC be imposed upon Union and Browne under the legal principal of veil piercing.

104. Island Point, LLC's shield and identity should be disregarded and liability imposed on Union and Browne for the acts and omissions of Island Pointe, LLC.

WHEREFORE, Plaintiffs demand a trial by jury and pray actual and consequential damages; statutory or punitive damages expected to be millions of dollars; reasonable attorneys' fees; costs of suit; prejudgment interest; declaration/reformation of the Master Deed; and granting such further relief as the Court deems just and proper.

Respectfully submitted,

JUSTIN O'TOOLE LUCEY, P.A.

BY: 

Justin Lucey, Esquire

Stephanie Drawdy, Esquire

415 Mill Street

Post Office Box 806

Mount Pleasant, S.C. 29465-0806

-and-

Edward D. Buckley, Jr.
YOUNG CLEMENT RIVERS, LLP
P.O. Box 993
Charleston, SC 29402
(843) 724-5446

Attorneys for the Plaintiffs

Charleston, South Carolina

Dated: 10/31/14

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PALMETTO POINTE AT PEAS
ISLAND CONDOMINIUM PROPERTY
OWNERS ASSOCIATION, INC. AND
KATHY MILNER, INDIVIDUALLY,
AND ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED,

PLAINTIFFS,

vs.

ISLAND POINTE, LLC; LEONARD T.
BROWNE; COMPLETE BUILDING
CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL
SERVICES, LLC D/B/A ARS/RESCUE
ROOTER CHARLESTON; AND JOHN
DOE 1-60,

DEFENDANTS.

TRI-COUNTY ROOFING, INC.,

THIRD-PARTY PLAINTIFF,

vs.

CORNERSTONE CONSTRUCTION
AND MARK MALLOY D/B/A
CORNERSTONE CONSTRUCTION;
GUTTER WORKS, INC. AND
MICHAEL L. SEGARS D/B/A GUTTER
WORKS; MR. GUTTER; LITCHFIELD
SEAMLESS GUTTERS & WINDOWS,
LLC AND THOMAS LITCHFIELD
D/B/A LITCHFIELD SEAMLESS
GUTTERS; MIRACLE SIDING, LLC
AND WILSON LUCAS SALES D/B/A
MIRACLE SIDING, LLC; MARK
PALPOINT A/K/A MICAH PALPOINT;

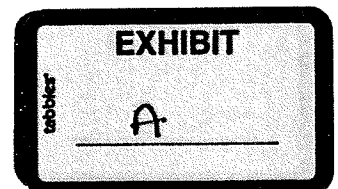
IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO. 2015-CP-10-0955

FILED
2016 MAY -6 PM 4:34
CLERK OF COURT

**AFFIDAVIT OF
DOUGLAS M. SMITS, C.B.O., R.F.M.**



ELROY ALONZO VASQUEZ; AND)
CHRIS A/K/A JOHN DOE 61,)
THIRD-PARTY DEFENDANTS.)

PERSONALLY appeared before me, Douglas M. Smits, C.B.O., R.F.M., who, being first duly sworn, deposes and states as follows:

1. That I am over the age of eighteen (18) years and am competent to make this Affidavit.

2. That I have been a Certified Building Official and a Resident State Fire Marshall in the State of South Carolina for approximately 30 years.

3. That I have performed a visual site inspection of the project known as Palmetto Pointe at Peas Island ("Palmetto Pointe") located in Charleston, South Carolina and have reviewed various design documents regarding same provided by SGM Architects, Inc. ("SGM").

4. That SGM employees and/or agents provided architectural services at Palmetto Pointe.

5. That SGM employees and/or agents provided drawings, approval for change orders and RFIs, consultation for pricing and submittals, and construction observations to ensure proper and adequate construction was performed at Palmetto Pointe.

6. That SGM prepared and approved inadequate and/or defective plans that lack sufficient details as set forth in my March 31, 2016 letter report attached as Exhibit A, including lack of provision for:

- the building code required one hour fire rated party walls and provision for fire stopping at all penetrations in fire rated walls;
- the building code required one hour UL floor/ceiling assembly at garage areas; and
- the building code required UL fire rated assemblies for proper treatment of both membrane and through penetrations in both one hour rated walls and floor/ceiling assemblies.

7. That the foregoing inadequacies and deficiencies are a breach of the standard of care owed by architects.

8. That the foregoing inadequacies and deficiencies have caused, continue to cause, and will cause damage to Palmetto Pointe's condominium owners.

9. That this is my opinion to a reasonable degree of certainty.

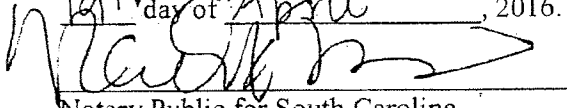
FURTHER AFFLIANT SAYETH NOT.



Doug Smits, C.B.O., R.F.M.

(original signature filed with
Court 5/6/16)

SWORN to and subscribed before me this
14th day of April, 2016.



Notary Public for South Carolina

My Commission Expires: 10-22-20

Douglas M. Smits, C.B.O.
Certified Building Official

114 Autumn Lane
Moncks Corner, SC 29461
(843) 452-9655

March 31, 2016

Stephanie Drawdy
Attorney at Law
Justin O' Toole Lucey, PA
415 Mill Street
P.O. Box 806
Mount Pleasant, SC
29465-0806

Re: Palmetto Pointe at Peas Island, Folly Beach SC

Dear Ms. Drawdy,

Please accept this letter, with attachments, as my report regarding Palmetto Pointe at Peas Island, Folly Beach, SC. I have been retained by your firm to make a determination as to the existence of fire code/building code violations at this development.

Your office provided plans of the project, results of a FOIA request to Folly Beach, interior photos taken by Russell Mease, P.E. of various units during 2015, project specs relating to firestop systems, and a Field Observation Report dated November 16, 2006. In addition to reviewing these documents, I performed an onsite inspection of several of the dwellings at Palmetto Pointe on February 2, 2016 in your presence.

SUMMARY

Based on my inspection at Palmetto Pointe and the review of documents produced in this case, I have identified the following design and construction defects which are fire code/building code violations at Palmetto Pointe:

- Failure to adequately provide for and construct the code required one hour fire rated party walls, including the code required fire stopping at all penetrations in fire rated walls;
- Failure to identify the required one hour UL floor/ceiling assembly in the garage area. (To confirm that actual construction is code compliant will require destructive testing);

Palmetto Pointe 10133
Smits

- Failure to identify and comply with UL fire rated assemblies for the proper treatment of both membrane and through penetrations in both one hour rated walls, e.g., UL Assembly U341 and one hour rated floor/ceiling assemblies; and
- Failure to properly install the NFPA 13D fire sprinkler system approved for this project by omitting sprinklers in the accessible attic space.

Following is a discussion of my analysis regarding these violations.

The construction at Palmetto Pointe that is involved in this suit consists of a clubhouse and twenty residential duplexes, elevated townhouse style, resulting in forty residential units. These structures are of wood frame construction. Based on Palmetto Pointe's construction having taken place in 2006-2007, the 2003 International Residential Code (IRC) would apply. However, the architectural plans (SGM dated 11-05-03) on sheet G002 indicate construction under the **2000** IRC while the structural drawings (BRITT PETERS dated 3-14-06) on sheet S0 indicate the **2003** IRC.

Both these editions of the IRC require the one hour fire resistance rating separation between dwelling units in **SECTION R317** (*highlighted copy attached*). Note that an exception allows a ½ fire resistance rating when a sprinkler system is installed throughout the building in accordance with NFPA 13. The commentary to **SECTION 317** states this again and clarifies the use of an NFPA 13 verses a 13R or 13D system.

In South Carolina neither the 2000 IRC nor the 2003 IRC required the sprinkling of one or two family dwellings. There is no indication on these drawings of a sprinkler system to be installed. The FOIA request, however, produced a letter from Folly Beach to the owner dated 3 /6 /2006 (*copy attached*) that states an NFPA 13D fire sprinkler system will be installed, with an exception to the garage area where a one hour fire separation is to be between it and the dwelling.

The installation of the NFPA 13D fire sprinkler system as required by the City of Folly Beach must still be installed per code and NFPA requirements, and the installation of same does not allow exception to or reduction of fire ratings required by code. 13D systems are allowed to be omitted in garages. Concealed spaces containing only HVAC equipment may also be omitted. Attic spaces may also be omitted with limited access and without storage.

However, the attic areas of the Palmetto Pointe units are of combustible construction, contain the HVAC equipment and are readily accessible to the residents for storage via a full pull down aluminum ladder assembly. Under these conditions the attic area should have been sprinkled.

In addition to listing the incorrect applicable code, the architectural plans do not fully provide details of required fire stopping for the floor/ceiling area above the garage area. Architectural plan sheet A323 indicates the use of one layer of Type "X" gypsum board

with fire stopping on the ceiling of the garage area, but the ceiling assembly UL fire rating for the prescribed one hour is not noted.

The architectural plan sheets A101, 103, 105, 107, 109, 111, 113, and 115 do provide for party wall construction with an appropriate UL # (U341) (*highlighted copy attached*) for the rated one hour assembly. Also, sheet A323 shows the party wall with an extension of the Type "X" gypsum board carried up to the underside of the roof deck.

When used in fire rated assemblies, Type "X" gypsum board is to be continuous with all seams properly taped and "mudded". Penetrations are to be at a minimum with the annular space surrounding the penetrations to be properly fire stopped. This is stated to be required in the project specs relating to firestop systems provided by your office (*copy attached*).

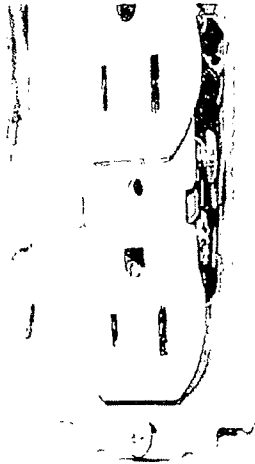
The photos inserted here were taken during my site inspection of 02 /02 / 16 and provide evidence of inadequate fire stopping in the attic, living space, and garage areas of units at Palmetto Pointe:



Unit 1624: No fire stopping at attic truss penetration



Unit 1624: No sheetrock behind HVAC duct



Unit 1624: No sealant/ or back to box in party wall *(removal of an electrical box would be required to ascertain distance between boxes, box labeling/rating)*



Unit 1603: No sealant along brace in party wall



Unit 1603: Sheetrock not mudded or continuous in attic



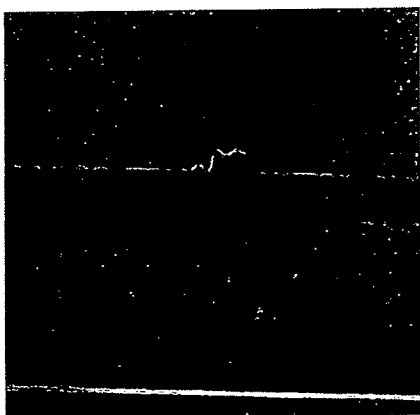
Unit 1603: Sheetrock not mudded properly or tight to penetrations in attic



Unit 1603: Sheetrock not taped or mudded in attic



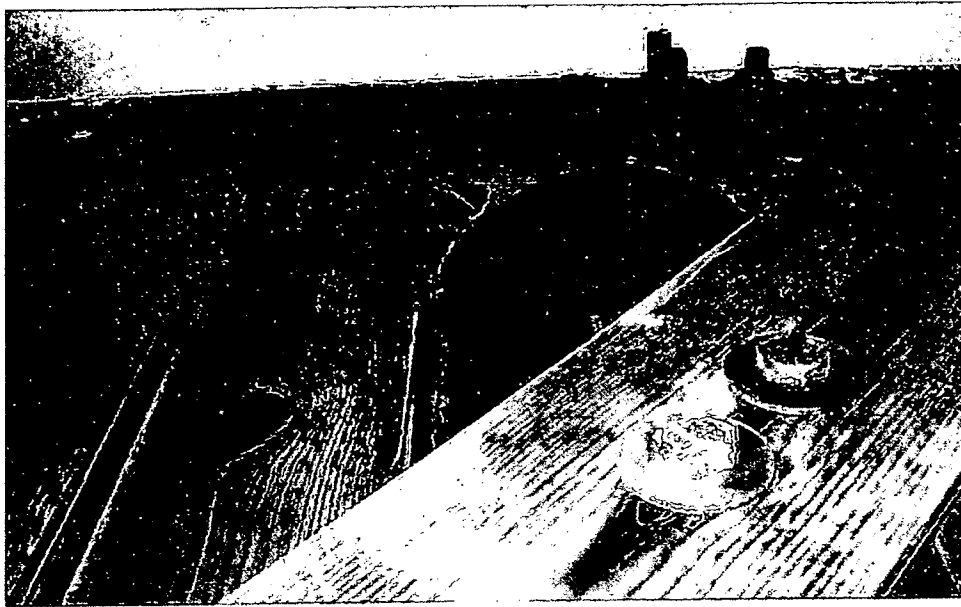
Unit 1603: Sprinkler pipe penetration not fire stopped in attic



Unit 1655: Electrical penetration not fire stopped at garage ceiling



Unit 1655: Electrical penetration with some fire stopping at garage ceiling, which appears to have been installed after original construction



Unit 1655: No evidence of fire stopping in area between beams at party wall line in garage area, above trimmed piling, or J mold as per detail shown on architectural plan sheet A323.

The condition that exists in the above photo was also noted in the Field Observations Report of November 16, 2006 (*copy attached*) in which this was queried for the same unit or Unit 1653 (*inconsistent unit reference in the Field Observations Report, and no indication in Defendants' production if this deficiency was addressed*).

All of the photos herein and in the attachments (*including those provided by your office*) indicate improper construction of the party wall assembly, which compromises its fire rating as required by the construction drawings, specs, and the applicable code. Notably, the plans are void of providing for the proper treatment of penetrations in one hour rated UL assemblies.

Both through and membrane penetrations are non-code compliant and, as this is very evident in the attic area, which is exposed to view, it strongly suggests that the integrity of the firewall assembly at the lower floors, where conditions are hidden, has been compromised by unsealed and improper penetrations in those areas.

CONCLUSION

Therefore, it is my professional opinion, based on the above findings, the provided documentation, and the site inspection that fire code/building code violations do exist in the Palmetto Pointe units and did exist from the time of initial construction of this development. Moreover, the compromised integrity and lack of adherence to proper fire rated assembly construction, readily visible to date, suggests a lack of code compliance in areas that cannot be seen without destructive testing.

Palmetto Pointe 10138
Smits

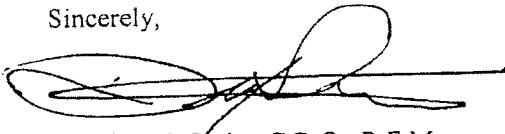
The architect should have provided more details in the plans: and the contractor should have requested the missing details and performed the known details with proper workmanship.

Furthermore, as these violations effect life safety, it is imperative that these violations be addressed as soon as possible.

This report is based on information currently available. If additional relevant information becomes available, an addendum report will be provided.

If I can be of further assistance in this matter or additional information is required, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas M. Smits', with a large, stylized loop at the end.

Douglas M. Smits, C.B.O., R.F.M

International Code Council
Certified Building Official
#5177337
Resident SC State Fire Marshall
FCF .906

Palmetto Pointe 10139
Smits

R-0307

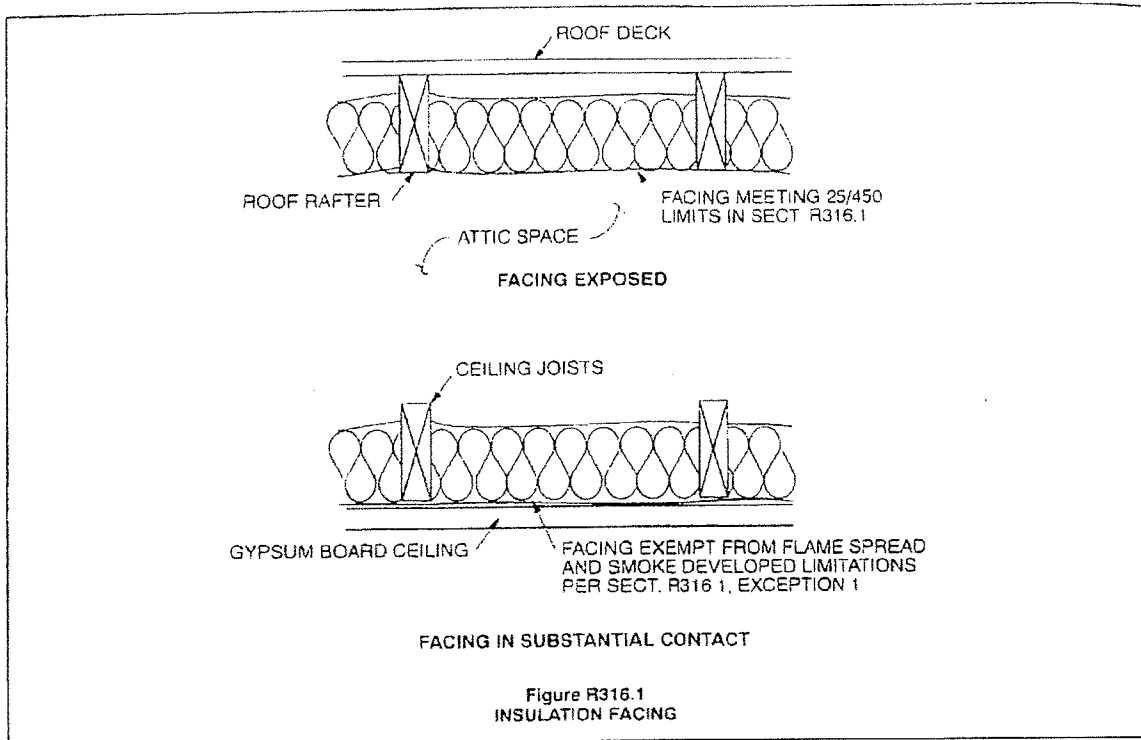


Figure R316.1
INSULATION FACING

R316.3 Cellulose loose-fill insulation. Cellulose loose-fill insulation shall comply with CPSC 16 CFR, Parts 1209 and 1404. Each package of such insulating material shall be clearly labeled in accordance with CPSC 16 CFR, Parts 1209 and 1404.

- ❖ Because cellulose loose-fill insulation is federally regulated, this section provides the reference to the various federal regulations that are to be used. Because the federal regulations have precedence, the IRC cannot impose other requirements on this product. Therefore, this section and the reference to it from Section R316.1, Exception 2 establish the requirements for this product and provide the exemption from the normal ASTM E 84 test standard.

R316.4 Exposed attic insulation. All exposed insulation materials installed on attic floors shall have a critical radiant flux not less than 0.12 watt per square centimeter.

- ❖ This section provides the performance requirements for the test exposure that insulation must meet when it is exposed on the floor of an attic. It is tied to the testing provisions found in Section R316.5, which specifies that the ASTM E 970 test is to be used for determining the critical radiant flux. See the commentary for Section R316.5 regarding the application of this requirement to cellulose loose-fill insulation.

R316.5 Testing. Tests for critical radiant flux shall be made in accordance with ASTM E 970.

- ❖ ASTM E 970 is a test method developed by the insulation industry to evaluate the fire hazard of exposed attic insulation and is referenced in the material standards for insulation. Cellulose loose-fill insulation must comply with CPSC 16 CFR, Part 1209 (see Section R316.3), which requires testing by this standard. Spray-applied cellulose insulation that is not subject to the CPSC standard (see R316.1 and Exception 2 in that section) is also subject to the ASTM E 970 testing through Section R316.4.

SECTION R317 DWELLING UNIT SEPARATION

R317.1 Two-family dwellings. Dwelling units in two-family dwellings shall be separated from each other by wall and/or floor assemblies having not less than 1-hour fire-resistance rating when tested in accordance with ASTM E 119. Fire-resistance-rated floor-ceiling and wall assemblies shall extend to and be tight against the exterior wall, and wall assemblies shall extend to the underside of the roof sheathing.

Exception: A fire resistance rating of 1/2 hour shall be permitted in buildings equipped throughout with an automatic sprinkler system installed in accordance with NFPA 13.

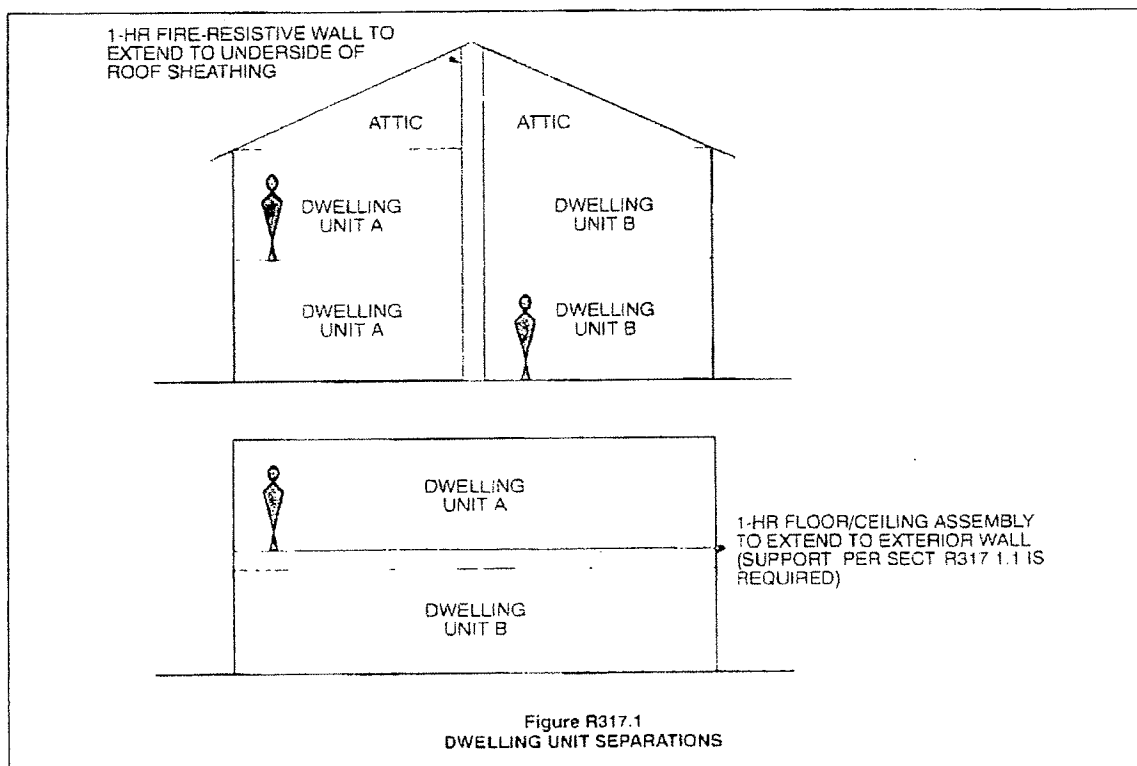
- ❖ Most of the nation's fires occur in residential buildings, particularly one- and two-family dwellings. These fires

account for more than 80 percent of all deaths from fire in residential uses (including hotels, apartments, dormitories, etc.) and about two-thirds of all fire fatalities in any type of building. One- and two-family dwellings also account for more than 80 percent of residential property losses and more than one-half of all property losses from fire. Despite this poor fire record, there is wide-spread resistance to mandating much in the way of fire protection systems or methods due to our society's viewpoint that people's homes are their castles. This viewpoint has limited the types of protection that are imposed on these private homes to the installation of smoke-alarms and the more recent requirement of dwelling unit separation. Section R317 provides a separation for protection of the occupants of one dwelling unit from the actions of their neighbor. The requirements of this section pertain to any structure regulated by this code other than a single-family dwelling unit. To accomplish this protection, the code addresses separation between the units, structural support, and any openings or penetrations of the separation.

Depending on the layout of the various dwelling units, Section R317.1 requires that the walls and/or floor assemblies that divide one dwelling unit from the adjacent unit be of at least one-hour fire-resistant construction. See Commentary Figure R317.1 for ex-

amples of the separation. The separation rating is to be determined by ASTM E 119: Standard Test Method for Fire Tests of Building Construction and Materials, which is the normal test used for determining fire-resistance. Many tested assemblies are available for use in these locations. The provisions of the section also address the continuity of the separation, so that one dwelling unit is completely divided from the other. The horizontal aspect of the separation, which requires the assemblies to extend to and be tight against the exterior wall, is not difficult to comply with. It is most likely the vertical aspect (continuing a wall assembly to the underside of the roof sheathing) that will require some detailed planning, careful construction, and careful inspection in order for the units to be separated.

The exception grants a reduction in the required separation for those cases in which the building is equipped with an automatic sprinkler system. In these cases, a rating of $\frac{1}{2}$ hour is permitted versus a one-hour fire-resistance rating. The sprinkler system is required to be "installed in accordance with NFPA 13," and it is required to be installed "throughout" the building. The type of sprinkler system used must meet the NFPA 13 standard and may not be installed to either the NFPA 13R or 13D standards, even though those



two standards do address certain types of residential uses. The word "throughout" requires that the sprinkler system be installed in all portions of both dwelling units and any common spaces. The provisions of the NFPA 13 standard that permit sprinklers to be omitted in certain areas such as small concealed spaces are applicable. Therefore, the provision requires a complying sprinkler system "throughout" the building (that is, in all areas of the building that are required to be protected according to the standard), and it does not accept any partial system such as one installed in only one dwelling unit or only in the basement level of both units.

R317.1.1 Supporting construction. When floor assemblies are required to be fire-resistance-rated by Section R317.1, the supporting construction of such assemblies shall have an equal or greater fire-resistive rating.

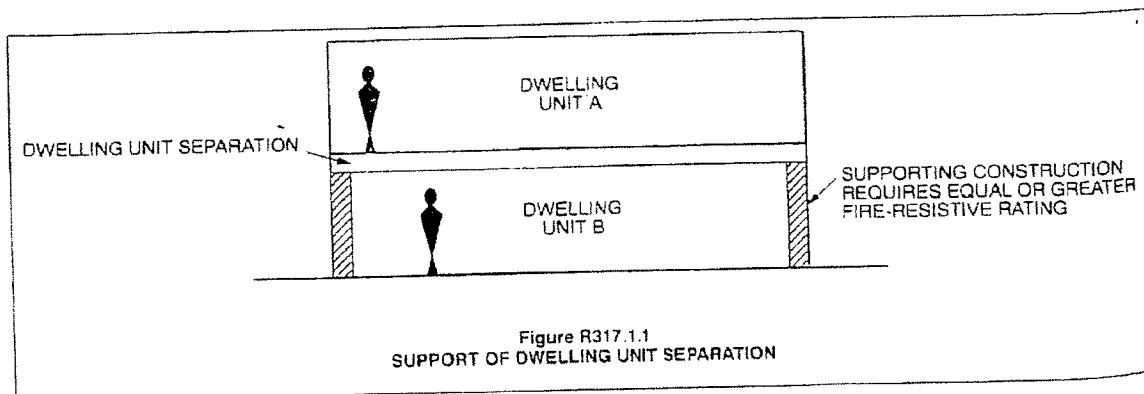
- ❖ This provision applies to only the floor assemblies that form the separation between different dwelling units. When either all or portions of a dwelling unit separation is provided by a floor assembly, the code requires that the structural supports for the separation have a rating equal to or higher than the floor. This is conceptually similar to the garage separation of Section R309.2. Without the supporting construction being protected, a fire on the lower level could lead to an early failure of the dwelling unit separation. See Commentary Figure R317.1.1.

R317.2 Townhouses. Each townhouse shall be considered a separate building and shall be separated by fire-resistance-rated wall assemblies meeting the requirements of Section R302 for exterior walls.

Exception: A common 2-hour fire-resistance-rated wall is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. Electrical installations shall be installed in accordance with Chapters 33 through 42. Penetrations of electrical outlet boxes shall be in accordance with Section R317.3.

- ❖ The application of this section has its basis in the exterior wall requirements found in Section R302 that deal with the building's location on the lot. The definition of a townhouse in Section R202 should be reviewed as well as the requirement for structural independence in Section R317.2.4. In general, since the "exterior wall" of the townhouse is essentially being constructed with no fire separation distance where one townhouse adjoins another, the code requires by Section R302 that the wall have not less than a one-hour fire-resistive rating. The adjacent townhouse would have the same requirement. Therefore, the general requirement at this location (based on Sections R302.1 and R317.1) would be that each townhouse have its own "exterior wall." This would result in the construction of two separate one-hour walls located side by side where one townhouse adjoins another.

Because of the difficulties of constructing and the potential for unnecessary duplication, the exception will provide an alternative to the two separate one-hour walls by permitting the construction of a single or "common" two-hour rated wall between the townhouses. See Commentary Figure R317.2 for an illustration of the separate and the common walls. This exception has its basis in the actions of many building officials who permit this type of common wall as an alternative method of construction using provisions similar to those found in Section R104.11. Because the common wall has the potential to create an interconnection between the adjacent dwelling units and reduce the clear separation that would exist if two separate walls were constructed, the code places limits on services being located within the wall. This exception does not permit the inclusion of any type of plumbing, mechanical equipment, ducts or vents within the cavity of the common wall. This prohibition is applicable even if the penetrations or openings are protected by the penetration provisions of Section R317.3 or if a damper is installed in the duct or vent. The prohibition on plumbing includes all types of plumbing materials and systems as well as water supply and drainage piping of either combustible or noncombustible materials. The exception



permits the cavity of the wall to be used for electrical installations provided they comply with the electrical provisions of the code and that the penetrations are properly protected.

R317.2.1 Continuity. The common wall for townhouses shall be continuous from the foundation to the underside of the roof sheathing, deck or slab and shall extend the full length of the common wall including walls extending through and separating attached accessory structures.

- ❖ This section addresses the continuity of the common wall permitted between townhouses by the exception in Section R317.2. The requirements are conceptually similar to the continuity issues that exist in Section R317.1. These provisions, by regulating the extension and termination of the wall, can make possible the separation of dwelling units from each other. The provisions do not address or apply to the condition where two separate one-hour fire-resistive "exterior" walls complying with Section R302 exist between the dwelling units.

R317.2.2 Parapets. Parapets constructed in accordance with Section R317.2.3 shall be provided for townhouses as an extension of exterior walls or common walls in accordance with the following:

1. Where roof surfaces adjacent to the wall or walls are at the same elevation, the parapet shall extend not less than 30 inches (762 mm) above the roof surfaces.
2. Where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is not more than 30 inches (762 mm) above the lower roof, the parapet shall

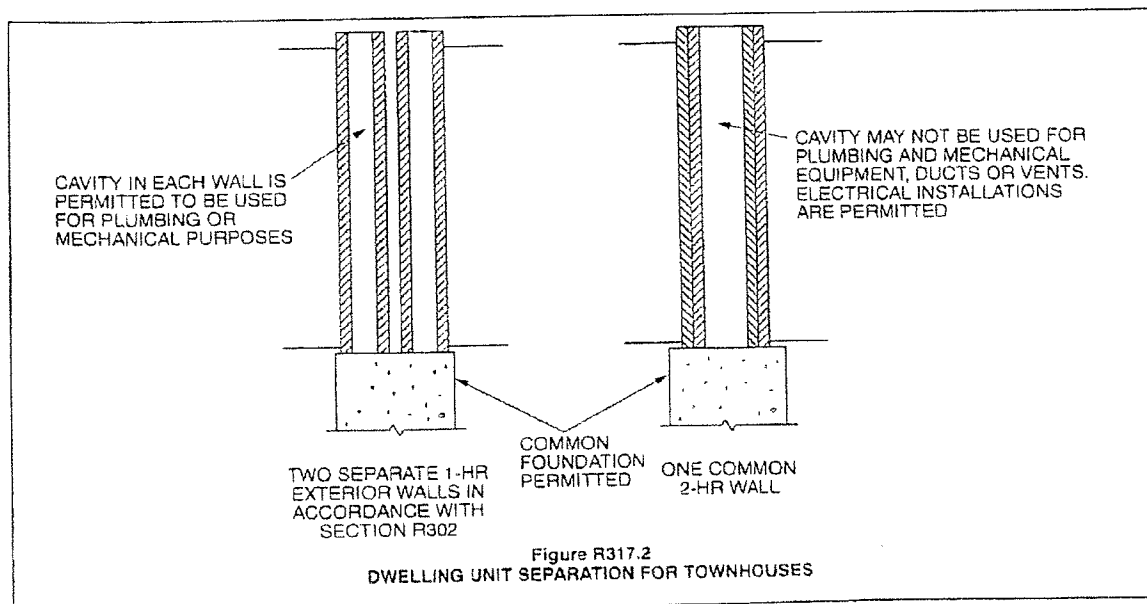
extend not less than 30 inches (762 mm) above the lower roof surface.

Exception: A parapet is not required in the two cases above when the roof is covered with a minimum class C roof covering, and the roof decking or sheathing is of noncombustible materials or approved fire-retardant-treated wood for a distance of 4 feet (1219 mm) on each side of the wall or walls, or one layer of $\frac{5}{8}$ -inch (15.9 mm) Type X gypsum board is installed directly beneath the roof decking or sheathing for a distance of 4 feet (1219 mm) on each side of the wall or walls.

3. A parapet is not required where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is more than 30 inches (762 mm) above the lower roof. The common wall construction from the lower roof to the underside of the higher roof deck shall not have less than a 1-hour fire-resistive rating. The wall shall be rated for exposure from both sides.

- ❖ This section provides for the continuation of the dwelling-unit separation by requiring that a parapet be constructed above the common wall or the two exterior walls that occur between adjacent townhouses. This parapet requirement is only applicable to the wall or walls between townhouses and does not apply to the separation in a two-family dwelling, nor does it apply to other exterior walls that occur on either townhouses or dwellings.

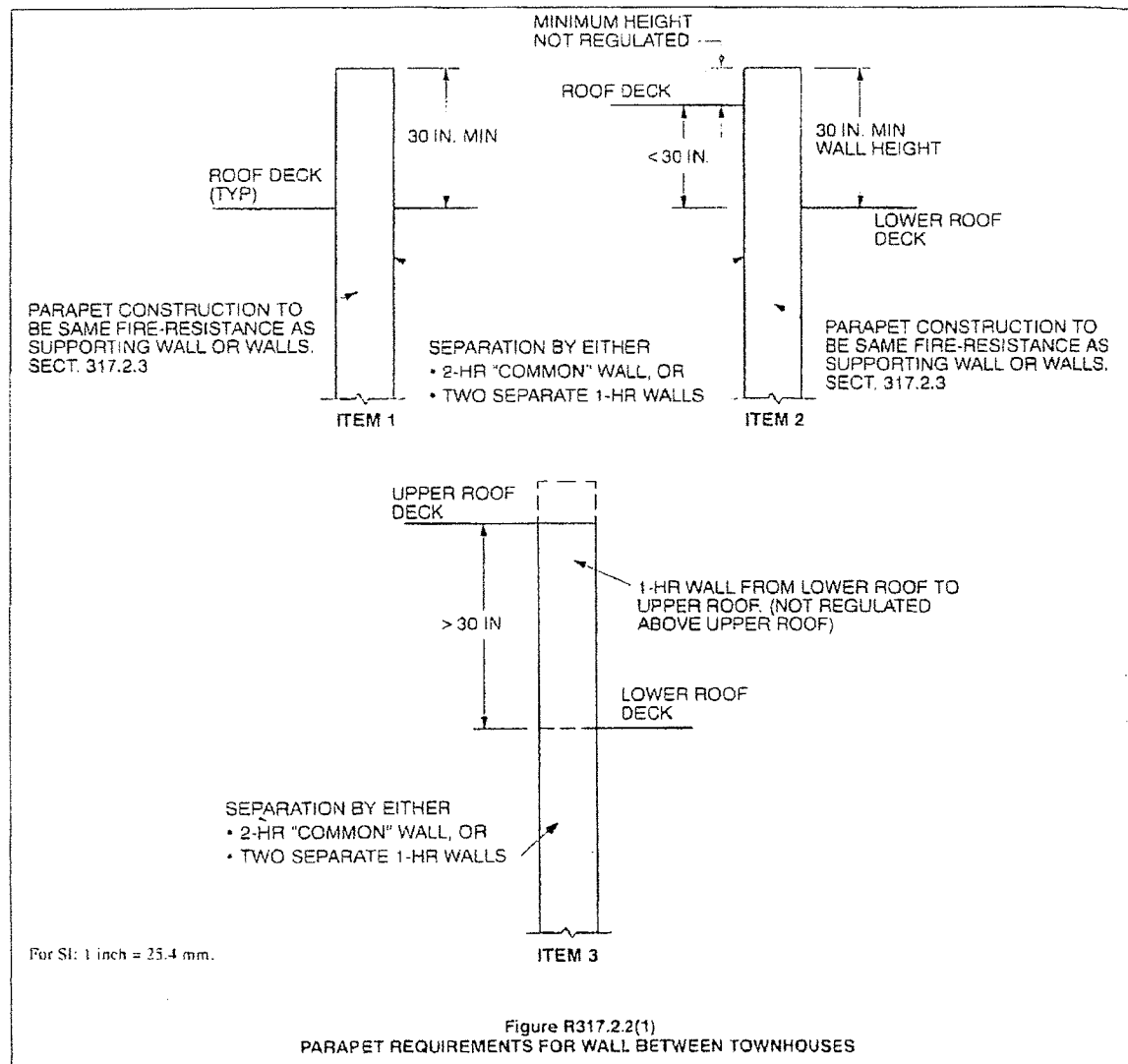
The code provides three requirements that address the details of the parapet depending on the height of the adjacent roofs. The code also provides an exception that can be used to eliminate the need for the parapet in the two conditions that require them. In general, parapets are required to extend at least 30 inches (762

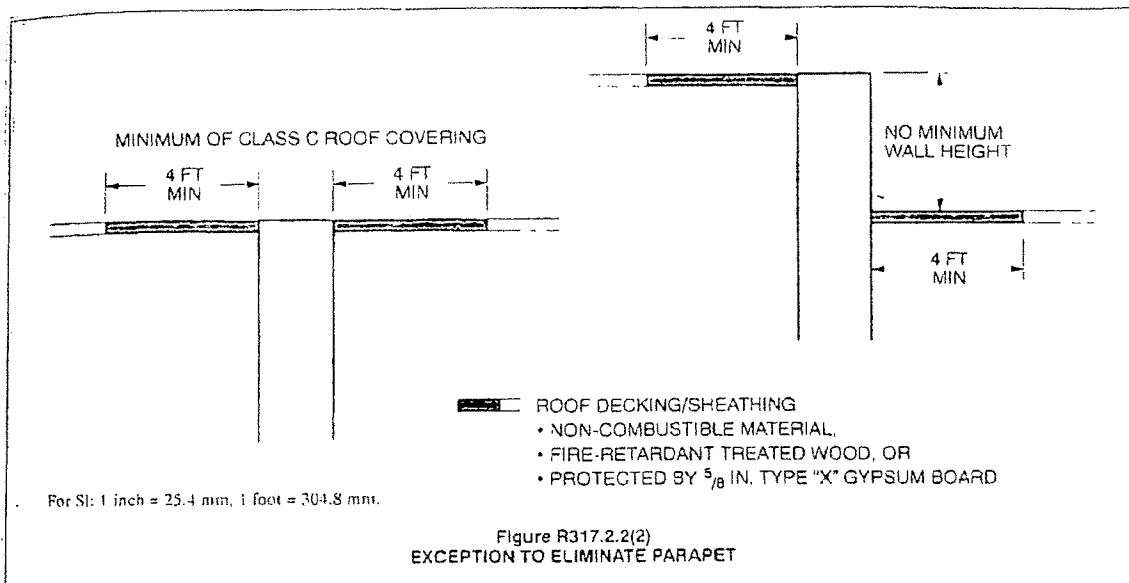


mm) above the roof surfaces of the adjacent townhouses. This standard requirement is found in Item 1 and is applicable where the roof surfaces of the adjacent dwelling units are at the same level. The second item addresses the requirement for a parapet where the roofs are at different levels, but the difference is less than 30 inches (762 mm). Under this condition, the parapet height is still required to be 30 inches (762 mm), but it is measured only from the roof surface of the lower roof. The third item requires a parapet, but it may not be apparent to an observer since there is no requirement for anything to extend above the roof surfaces. In this case, the roofs must be more than 30 inches (762 mm) different in their heights, and the

code requires the common wall between the units to be rated to the height of the upper roof deck. The rating of this portion of the wall is a one-hour fire-resistive rating and not the typical two-hour (or two separate one-hour walls) that separate the actual dwelling units. See Commentary Figure R317.2.2(1) for an illustration of the three requirements.

The exception found in this section applies only to the first two items of the section. See Commentary Figure R317.2.2(2) for a depiction of the exception. It does not apply where the roofs are more than 30 inches (762 mm) different in height and the provisions of Item 3 have been applied.





R317.2.3 Parapet construction. Parapets shall have the same fire-resistance rating as that required for the supporting wall or walls. On any side adjacent to a roof surface, the parapet shall have noncombustible faces for the uppermost 18 inches (457 mm), to include counterflashing and coping materials. Where the roof slopes toward a parapet at slopes greater than two units vertical in 12 units horizontal (16.7-percent slope), the parapet shall extend to the same height as any portion of the roof within a distance of 3 feet (914 mm), but in no case shall the height be less than 30 inches (762 mm).

❖ In addition to having the same degree of fire resistance as required for the wall or walls below, the surface of the parapet that faces the roof must be of noncombustible materials for the upper 18 inches (457 mm). Thus, a fire that might travel along the roof and reach the parapet would not be able to continue upward along the face of the parapet and over the top, exposing the adjacent building. The requirement applies to the upper 18 inches (457 mm) of the parapet to allow for extending the roof covering up the base of the parapet so that it can be effectively flashed. The 18-inch (457 mm) figure is based on a parapet height of at least 30 inches (762 mm) and would not be applicable to the face of the parapet that was toward the higher roof deck as constructed using Section R317.2.2, Item 2, nor would it be applicable where the parapet is not required based on the exception in Section R317.2.2 or on Item 3 of that section.

The 30-inch (762 mm) requirement is measured "above the roof surface" as stated in Section R317.2.2. When a cricket or other element is installed adjacent to the parapet, the 30-inch (762 mm) dimension must be taken from the top of the roof surface on the cricket so

the parapet truly extends 30 inches (762 mm) above the roof.

In those cases where the roof slopes upward away from the parapet and the slope exceeds 2 units vertical in 12 units horizontal (16.7 percent slope), the parapet must be extended to the same height as any portion of the roof that is within a distance of three feet. However, in no case can the height of the parapet be less than 30 inches (762 mm). See Commentary Figure R317.2.3 for an illustration of this requirement.

R317.2.4 Structural independence. Each individual townhouse shall be structurally independent.

Exceptions:

1. Foundations supporting exterior walls or common walls.
2. Structural roof and wall sheathing from each unit may fasten to the common wall framing.
3. Nonstructural wall coverings.
4. Flashing at termination of roof covering over common wall.
5. Townhouses separated by a common 2-hour fire-resistance-rated wall as provided in Section R317.2.

❖ Each townhouse is to be structurally independent and capable of being removed without affecting the adjacent dwelling unit. This provision is only applicable to townhouses, not two-family dwellings. This independence is useful not only in the event of a fire within one unit, but also during any remodeling or alteration. The objective of this structural independence is that a complete burnout could occur on one side of the wall without causing the collapse of the adjacent townhouse. This condition occurs rarely. The provision also helps if

there ever is a fire or other problem by creating a clear separation between the units. With separate ownership and each owner having a different insurance company, the ability to gain access or get repairs made can be difficult and time consuming. By having clearly separated units, it is much easier to determine who is responsible and to make any needed repairs.

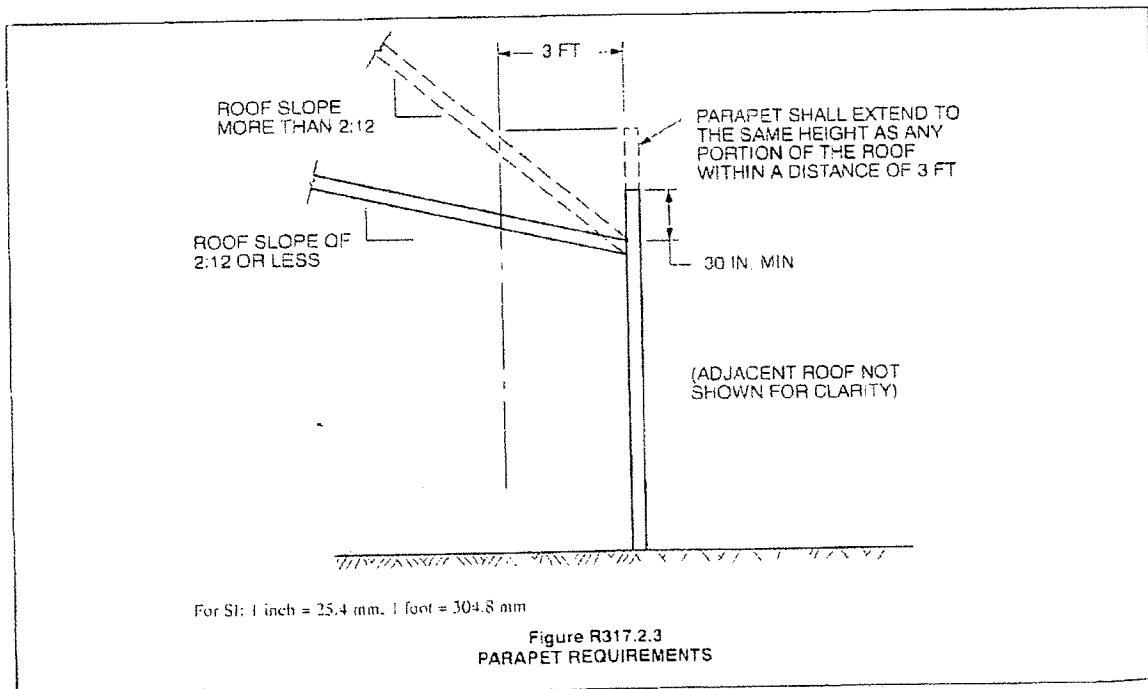
The code provides five exceptions that waive the structural independence. A quick review of the exceptions shows that these exceptions generally deal with items that will not structurally affect the townhouses should a problem develop in the adjacent dwelling unit. Exception 1 is based on the norm within the industry for foundation construction. Section R402 only lists wood and concrete within the foundation materials section, although Section R404 accepts masonry foundation walls. In general, concrete and masonry are the most common types of foundations; wood foundations are viewed as unique. Given the performance of both masonry and concrete and the fact that these foundation systems must sustain loads from both the structure and the adjacent soils, it is reasonable to assume that the foundation will not be the item that fails in most situations. Permitting a common foundation also helps solve other problems that would arise if the structural independence issue were taken as an absolute. An example where requiring separate foundations would probably create more problems or difficulty is in the damp-proofing or water-proofing of below-grade foundation walls.

If a wood foundation is used between adjacent units, what is the level of fire-protection that may be needed? Since concrete and masonry foundations are the norm, it would be easy to forget or overlook protecting the foundation when it is constructed of wood. In these cases, it would seem appropriate to deal with the foundation as any other wall, and provide it with protection on any exposed side. The level of fire-resistance should be equal to that of the wall or walls that the foundation supports.

R317.3 Rated penetrations. Penetrations of wall or floor/ceiling assemblies required to be fire-resistance-rated in accordance with Section R317.1 or R317.2 shall be protected in accordance with this section.

- ❖ This section addresses the specific requirements for maintaining the integrity of fire-resistance rated assemblies at penetrations. If the penetration of a rated assembly is not properly constructed, then the assembly itself is jeopardized and may not perform as intended. The provisions of this section apply to penetrations of fire-resistance rated walls and floor/ceiling assemblies that are a part of the dwelling unit separation in either two-family dwellings or in townhouses. Penetrations of the rated assemblies range from combustible pipe and tubing, to noncombustible wiring with combustible covering to noncombustible items such as pipe, tube, conduit and ductwork.

Each type of penetration requires a specific method of protection, which is based on the type of fire-resist-



ance rated assembly penetrated and the size and type of the penetrating item. The first step in determining the type of penetration protection required is to identify whether a wall or floor/ceiling assembly is being penetrated. The next step is to determine the type of penetrating item and whether it is a membrane or through-penetration. Once these factors are known, then the applicable section must be applied and the applicable method of protection must be decided upon.

R317.3.1 Through penetrations. Through penetrations of fire-resistance-rated wall or floor assemblies shall comply with Section R317.3.1.1 or R317.3.1.2.

Exception: Where the penetrating items are steel, ferrous or copper pipes or steel conduits, the annular space shall be permitted to be protected as follows:

1. In concrete or masonry wall or floor assemblies where the penetrating item is a maximum 6 inches (152 mm) nominal diameter and the opening is a maximum 144 square inches (92 900 mm²), concrete, grout or mortar shall be permitted where installed to the full thickness of the wall or floor assembly or the thickness required to maintain the fire-resistance rating.
2. The material used to fill the annular space shall prevent the passage of flame and hot gases sufficient to ignite cotton waste where subjected to ASTM E 119 time temperature fire conditions under a minimum positive pressure differential of 0.01 inch of water (3 Pa) at the location of the penetration for the time period equivalent to the fire-resistance rating of the construction penetrated.

❖ This section provides the general requirements for through penetrations, which is an opening that passes through an entire assembly. A through penetration is in contrast to a membrane penetration, which creates an opening through only one side of an assembly. Membrane penetrations are addressed later in Section R317.3.2. See Commentary Figure R317.3.1 for an illustration of these two types of penetrations.

Through penetrations must be protected in order to maintain the fire-resistance of the penetrated assembly. The code provides two methods, found in Sections R317.3.1.1 and R317.3.1.2, that can be used to assure the adequacy of the penetration protection. The difference between these two is the test methodology used, but they both provide essentially the same results. The commentary for those sections provides additional discussion of the differences.

Based on the history of these provisions and on the wealth of fire test data that exists concerning items such as conduit, water piping and other similar penetrations, the code provides two exceptions that permit protection by methods other than those generally required. The first permits the use of concrete, grout or mortar to provide the protection for certain penetrations of concrete and masonry wall or floor assemblies. The concrete, grout or mortar must be provided

for the full thickness of the assembly, unless evidence can be produced demonstrating that the required fire-resistance rating can be achieved with a lesser depth. Concrete, grout and mortar have traditionally been used as protection for the annular space in penetrations of concrete and masonry assemblies. Experience has shown this form of protection to be viable. However, caution must be used any time something such as a water pipe or conduit is placed in concrete or masonry. Sections P2603.3 and P2603.5 provide examples that relate to the protection of plumbing systems.

Exception 2 addresses the space between the penetrating item and the original assembly construction. This gap is called the annular space, and this exception provides a method to simply evaluate the performance of the material used to fill that space. It is often mistakenly believed that this exception permits a variety of untested items, but as can be seen from the provision itself, the materials need to meet a specific performance level. This exception requires that the material be prequalified as to its ability to prevent the passage of flame and hot gasses sufficient to ignite cotton when subjected to the time-temperature criteria of the ASTM E 119 test standard. This requirement is similar to provisions found within both the ASTM E 119 and ASTM E 814 standards, the standards used to evaluate fire-resistive assemblies and penetration protection. Since it is very likely that the penetration in the actual fire will be exposed to a positive pressure, this section specifies that the test-fire exposure include a positive pressure of 0.01 inch (0.25 mm) of water column as a further means to verify the performance of this protection method. Thus the protection will not be blown out or moved from its place during a fire.

R317.3.1.1 Fire-resistance-rated assembly. Penetrations shall be installed as tested in the approved fire-resistance-rated assembly.

❖ This section addresses situations where the penetration is tested as a part of the regular full-scale test for the wall or floor/ceiling assembly. The penetration and proposed type of protection are evaluated as a part of the regular ASTM E 119 test, which evaluates the wall or floor/ceiling's rating. This section and the option it provides are not used frequently because of the cost of conducting such full-scale tests and the limitations placed on the tested assembly relative to its application. Because of these issues, penetration protection is most often provided in accordance with one of the exceptions in Section R317.3.1 or based on the provisions of Section R317.3.1.2.

R317.3.1.2 Penetration firestop system. Penetrations shall be protected by an approved penetration firestop system installed as tested in accordance with ASTM E 814 or UL 1479, with a minimum positive pressure differential of 0.01 inch of

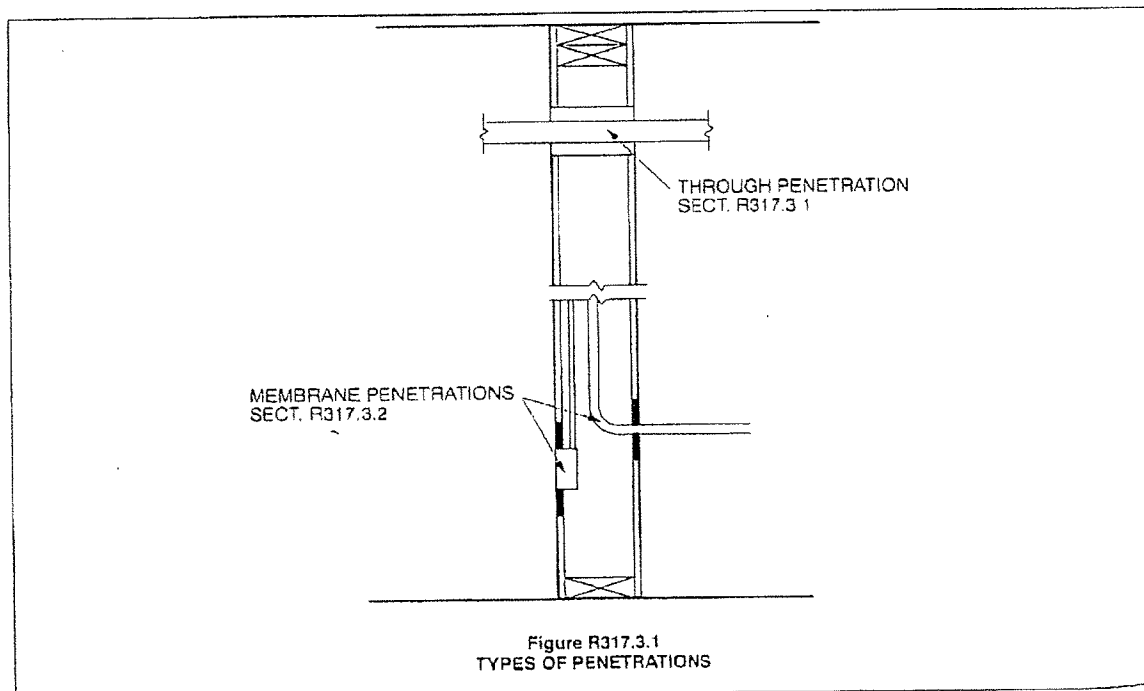
water (3 Pa) and shall have an F rating of not less than the required fire-resistance rating of the wall or floor/ceiling assembly penetrated.

- ❖ Through-penetration firestop systems consist of specific materials or an assembly of materials that are designed to restrict the passage of fire and hot gasses for a prescribed period of time through openings made in fire-resistance-rated assemblies. In order to determine the effectiveness of a through-penetration firestop system in restricting the passage of fire, and in order to determine that the penetration has not jeopardized the original fire-resistive assembly, firestop systems are required to be subjected to fire testing by the ASTM E 814 or UL 1479 test standard. This is a small-scale test method developed specifically for the evaluation of a firestop system's ability to resist the passage of flame and hot gases, withstand thermal stresses, and restrict the transfer of heat through the penetrated assembly. There are hundreds if not thousands of tested through-penetration firestop systems available today. The actual type of system used will depend on the type and construction of the assembly being penetrated, the material makeup and size of the penetrating item, and the size of the annular space that exists between the penetrating item and the original assembly. Because there are a multitude of products available, and since there is no "one size fits all" system available, it is helpful if the methods of protection

are included on the construction documents as covered by Section R106.1.1.

The actual rating of the through-penetration firestop system is generated from the results of the testing and are reported as an "F" (flame) rating and a "T" (temperature) rating. The IRC requires only an "F" rating. The "F" rating indicates the period of time, in hours, that the TPFS tested remained in place without allowing the passage of fire during the fire exposure test, or the passage of water during the hose stream portion of the test. The required "F" rating of a TPFS must be equal to the fire-resistance rating of the wall or floor/ceiling assembly that is being penetrated. This means either a one- or two-hour rating depending on the dwelling unit separation.

Two of the most common materials used in through-penetration firestop systems are intumescent and endothermic materials. Intumescent materials expand approximately 8 to 10 times their original volume when exposed to temperatures exceeding 250°F (121°C). The expansion of the material fills the voids or openings within the penetration to resist the passage of flame, while the outer layer of the expanded intumescent material forms an insulating charred layer that assists in limiting the transfer of heat. The expansion properties of intumescent materials allow them to seal openings left by combustible penetrating items that burn away during a fire, but they do not retard heat as well as endothermic materials. Intumescent materials



are typically used with combustible penetrating items or where a higher "T" rating is not required.

Endothermic materials provide protection through chemically-bound water released in the form of steam when exposed to temperatures exceeding 600°F (316°C). This released water cools the penetration and retards heat transfer through the penetration. Endothermic materials tend to be superior in heat-transfer resistance and have higher "T" ratings, but they do not expand to fill voids left by combustible penetrating items that burn away during a fire. Therefore, endothermic materials are typically used with noncombustible penetrating items and where a higher "T" rating is required.

R317.3.2 Membrane penetrations. Membrane penetrations shall comply with Section R317.3.1. Where walls are required to have a minimum 1-hour fire resistance rating, recessed light fixtures shall be so installed such that the required fire resistance will not be reduced.

Exceptions:

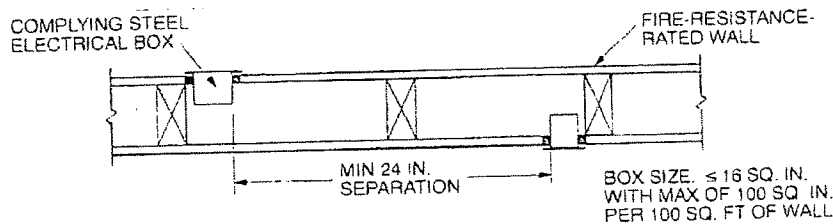
1. Steel electrical boxes that do not exceed 16 square inches (0.0103 m²) in area provided the total area of such openings does not exceed 100 square inches (0.0645 m²) for any 100 square feet (9.29 m²) of wall area. Outlet boxes on opposite sides of the wall shall be separated as follows:
 - 1.1. By a horizontal distance of not less than 24 inches (610 mm);
 - 1.2. By a horizontal distance of not less than the depth of the wall cavity when the wall cavity is filled with cellulose loose-fill, rockwool or slag mineral wool insulation;
 - 1.3. By solid fire blocking in accordance with Section R602.8.1;
 - 1.4. By protecting both outlet boxes by listed putty pads; or
 - 1.5. By other listed materials and methods.
2. Membrane penetrations for listed electrical outlet boxes of any materials are permitted provided such

boxes have been tested for use in fire resistance-rated assemblies and are installed in accordance with the instructions included in the listing. Outlet boxes on opposite sides of the wall shall be separated as follows:

- 2.1. By a horizontal distance of not less than 24 inches (610 mm);
- 2.2. By solid fire-blocking in accordance with Section R602.8;
- 2.3. By protecting both outlet boxes by listed putty pads; or
- 2.4. By other listed materials and methods.
3. The annular space created by the penetration of a fire sprinkler provided it is covered by a metal escutcheon plate.

❖ This section deals with instances where only a single side of the fire-resistance rated assembly is penetrated. This would be the situation for items such as electrical outlet boxes or plumbing fixtures located on one side of the wall only. Commentary Figure R317.3.1 shows this type of penetration. For the most part, a membrane penetration is to be protected by one of the previously described methods established for through penetrations. However, there are some penetrations that are allowed without a specific firestopping material in the annular space around such penetrations. These are addressed by the exceptions. This section also deals with the installation of recessed light fixtures in fire-resistance rated assemblies and states that their installation may not reduce the assembly's protection. Although these fixtures are common, they do represent a penetration of the assembly's protection and as such need to be installed so that the assembly is not compromised.

Exception 1 allows penetrations of steel electrical outlet boxes under certain conditions. The criteria of this section limit the size of the box to 16 square inches (0.0103 m²) or less in area and to an aggregate area not to exceed 100 square inches (64 500 mm²) in 100 square feet (9.3 m²). Commentary Figure R317.3.2(1) shows some of the requirements of this section. The



PLAN SECTION OF WALL
STEEL ELECTRICAL OUTLET BOX PENETRATION

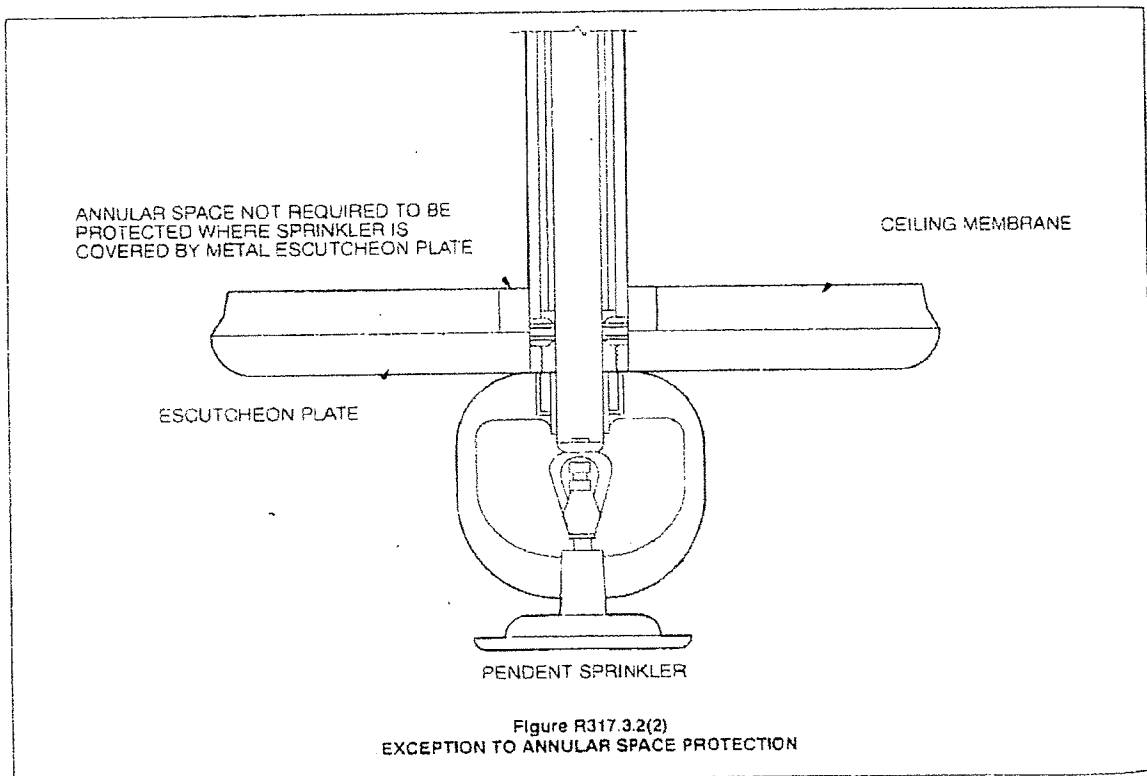
For SI: 1 inch = 25.4 mm, 1 square inch = 645.16 mm², 1 square foot = 0.093 m²

Figure R317.3.2(1)
MEMBRANE PENETRATION BY OUTLET BOX

area limitations are consistent with the criteria from fire tests, which have shown that within these limitations, these penetrations will not adversely affect the fire-resistance rating of the assembly. However, the boxes are assumed to be installed as they were during the fire tests. In general the test requirements match the limitations shown by the code regarding their size and the need to be offset. An additional requirement, one that does not appear in the code, regulates the size of the annular space created around the outlet boxes. Both the Underwriter's Laboratory's Fire Resistance Directory and the Gypsum Association's Fire-Resistance Design Manual specify a maximum over-cut of $1/8$ inch (3 mm) for the annular space around the outlet boxes. Additionally, Article 373 of the National Electrical Code (NEC) includes the size limitation of the over-cut. Therefore, the exception only applies when the boxes are installed as they were during the original fire tests, including the limited size annular space. Since outlet boxes on both sides of a wall create penetrations of both layers of a wall assembly's protection, the code provides five methods to address this problem. This gives code users several options and does not limit them to the usual 24-inch (610 mm) offset.

Exception 2 permits outlet boxes of nonmetallic materials to be used if they have been specifically tested. Since there are many different types of nonmetallic boxes available, it is important to determine that the boxes being used in the rated dwelling unit separation have been tested. Although the exception applies to nonmetallic electrical outlet boxes, the same concept would be apply to steel boxes that exceed the sizes specified in Exception 1.

Exception 3 provides an alternative to the annular space protection provisions for a fire sprinkler that penetrates a single membrane. This exception is available provided the annular space around the sprinkler is completely covered by an escutcheon plate of noncombustible material. The nature of the hazard posed by single-membrane penetrations of the sprinkler is limited due to the size of the opening, the potential amount of openings present, and the presence of a sprinkler system. The installation of a noncombustible escutcheon provides protection against free passage of fire through the annular space and allows for the movement of the sprinkler piping without breaking during a seismic event. See Commentary Figure R317.3.2(2).



3/6/2006

Tommy Browne

Charleston, SC

Palmetto Pointe
RE: The fire suppression systems at the "Peas Island Development"

Dear Mr. Brown;

This letter is to recap our meeting February 14, 2006. That meeting was scheduled by you and was for clarification of The City of Folly Beach's fire sprinkler system requirements. Present at that meeting was Chief George Tittle, Tommy Hall, Building Official, Chris Union, and yourself.

90.8 Of The City of Folly beach Code of ordinances covers The City's requirements for fire sprinkler systems. Your project requires the following:

1. Each unit will be equipped with an NFPA 13D fire sprinkler system.
2. Per 90.3(C), you may omit the garage area where there is a 1 hr. fire construction separating the dwelling from the garage.
3. The "Club House" must also be sprinkled in accordance with its primary occupancy.
4. The area around the entrance gate must be widened to accommodate a fire truck.

I am enclosing a copy of our ordinance for you to reference. If I can be of further assistance call me 708.9982.

Sincerely:

Tommy E. Hall, CFM, LCBO
Building Official

Cc; Chief Seabolt
Robert Wise
Chief Tittle
Toni Connor Rooks

FIRE RESISTANCE RATINGS - ANSI/UL 263 (BXUV)

When Steel Framing Members* (Item 5) are used, wallboard attached to furring channels with 1 in. long Type S bugle-head steel screws spaced 12 in. OC.

AMERICAN GYPSUM CO —Types AG-C, AGX-C
BPB AMERICA INC

—Type FRPC (Finish rating 20 min), ProRoc Type C.

CANADIAN GYPSUM COMPANY —Types C (Finish rating 26 min). —Type CGS-5 (finish rating 26 min), Types CG-C, CGTC-C.

G-P GYPSUM CORP, SUB OF
GEORGIA-PACIFIC CORP —Type 5 (Finish rating 26 min)

LAFARGE NORTH AMERICA INC —Types LCH-C, LCGC-C/A.

NATIONAL GYPSUM CO —Types FSW-C, PSW-C.

PABCO GYPSUM, DIV OF

PACIFIC COAST BUILDING PRODUCTS INC —Type C or PG-C.

STANDARD GYPSUM L L C —Type SG-C.

TEMPLE-INLAND FOREST PRODUCTS CORP —Type TG-C.

UNITED STATES GYPSUM CO —Types C, IP-X2 (Finish rating 26 min).

1. Joints and Nailheads — Wallboard joints covered with tape and joint compound. Nail heads covered with joint compound. As an alternate, nom 3/32 in. thick gypsum veneer plaster may be applied to entire surface of Classified veneer baseboard. Joints reinforced.

2. Batts and Blankets* — (Optional) — 3-1/2 in. max. thickness glass or mineral fiber batt insulation stapled to studs.

See Batts and Blankets (BZJZ) category for list of Classified companies.

3. Fiber, Sprayed* — As an alternate to Batts and Blankets (Item 4) — Spray applied cellulose insulation material. The fiber is applied with water to completely fill the enclosed cavity in accordance with the application instructions supplied with the product. Nominal dry density of 3.0 lb/ft³.

U S GREENFIBER L L C — Cocoon stabilized cellulose insulation.

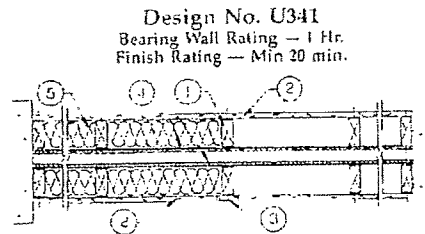
5. Steel Framing Members (Optional, Not Shown)* — Furring channels and Steel Framing Members as described below:

- A. Furring Channels — Formed of No. 25 MSG galv steel 2-3/8 in. wide by 7/8 in. deep, spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Wallboard attached to furring channels as described in Item 2.

- B. Steel Framing Members* — used to attach furring channels (Item a) to studs (Item 1). Clips spaced 48 in. OC, and secured to studs with No. 8 x 2-1/2 in. coarse drywall screw through the center grommet. Furring channels are friction fitted into clips.

PAC INTERNATIONAL INC — Type RSIC-1

Bearing the UL Classification Mark



HORIZONTAL SECTION

1. Wood Studs — Nom 2 by 4 in., spaced 24 in. OC max. Cross braced at mid-height and effectively firestopped at top and bottom of wall.

2. Gypsum Board* — 5/8 in. thick, 4 ft wide. Wallboard or lath applied horizontally or vertically and nailed to studs and bearing plates 7 in. OC with 6d cement coated nails, 1-7/8 in. long, 0.0915 in. shank diam and 1/4 in. diam head. As an alternate, No. 6 bugle head drywall screws, 1-7/8 in. long, may be substituted for the 6d cement coated nails.

When Steel Framing Members* (Item 6) are used, wallboard attached to furring channels with 1 in. long Type S bugle-head steel screws spaced 12 in. OC.

See Gypsum Board* (CKNX) category for names of Classified companies.

3. Joints and Nailheads — Wallboard joints of outer layer covered with tape and joint compound. Nail heads of outer layer covered with joint compound. As an alternate, nom 3/32 in. thick gypsum veneer plaster may be applied to the entire surface of Classified veneer baseboard.

4. Sheathing — (Optional) — Septum may be sheathed with min 7/16 in. thick wood structural panels min grade "C-D" or "Sheathing" or min 1/2 in. thick Mineral and Fiber Boards* See Mineral and Fiber Boards (CERZ) category for names of Classified companies

FIRE RESISTANCE RATINGS - ANSI/UL 263 (BXUV)

755

5. Batts and Blankets* — 3-1/2 in. max thickness glass or mineral fiber batt insulation. Optional when sheathing (Item 4) is used on both halves of wall.

See Batts and Blankets (BZJZ) category for list of Classified companies

- 5A. Fiber, Sprayed* — As an alternate to Batts and Blankets (Item 5) — Spray applied cellulose insulation material. The fiber is applied with water to completely fill the enclosed cavity in accordance with the application instructions supplied with the product. Nominal dry density of 3.0 lb/ft³.

U S GREENFIBER L L C — Cocoon stabilized cellulose insulation.

- 5B. Fiber, Sprayed* — As an alternate to Batts and Blankets (Item 5) and Item 5A when Sheathing (Item 4) is used on both halves of wall. Spray applied cellulose insulation material. The fiber is applied with water to interior surfaces in accordance with the application instructions supplied with the product. Applied to completely fill the enclosed cavity. Minimum dry density of 1.3 pounds per cubic ft.

NU-WOOL CO INC — Cellulose Insulation

6. Steel Framing Members (Optional, Not Shown)* — Furring channels and Steel Framing Members as described below:

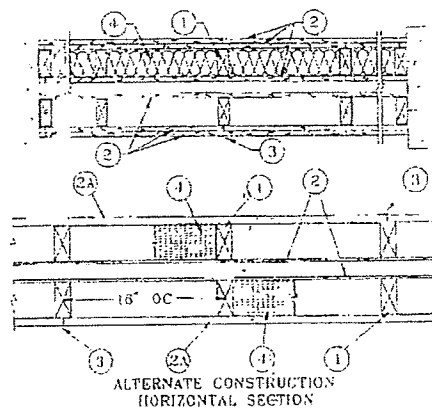
- A. Furring Channels — Formed of No. 25 MSG galv steel, 2-3/8 in. wide by 7/8 in. deep, spaced 24 in. OC perpendicular to studs. Channels secured to studs as described in Item b. Wallboard attached to furring channels as described in Item 2.

- B. Steel Framing Members* — used to attach furring channels (Item a) to studs (Item 1). Clips spaced 48 in. OC, and secured to studs with No. 8 x 2-1/2 in. coarse drywall screw through the center grommet. Furring channels are friction fitted into clips.

PAC INTERNATIONAL INC — Type RSIC-1

*Bearing the UL Classification Mark

Design No. U342
Bearing Wall Rating — 2 Hr.
Finish Rating — Min 39 min. HORIZONTAL SECTION



1. Wood Studs — Nom 2 by 4 in. Cross braced at mid-height and effectively firestopped at top and bottom of wall. Spaced a max of 16 or 24 in. OC depending on type of wallboard. See Item 2 below.

2. Gypsum Board* — 5/8 in. thick, 4 ft wide. Applied either horizontally or vertically. Inner layers nailed to studs and bearing plates 6 in. OC with 6d cement coated nails, 1-7/8 in. long, 0.0915 in. shank diam and 1/4 in. diam head. Outer layer of double layered side nailed to studs and bearing plates 8 in. OC with 8d cement coated nails, 2-3/8 in. long, 0.113 in. shank diam and 9/32 in. diam head. Vertical joints located over studs. As an alternate, No. 6 bugle-head drywall screws, 1-7/8 in. or 2-3/8 in. long for the inner and outer layers, respectively, may be substituted for the cement coated nails. All joints in outer layer of double layer sides staggered with joints in inner layer.

When Steel Framing Members* (Item 5) are used, base layer attached to furring channels with 1 in. long Type S bugle-head steel screws spaced max 24 in. OC, face layer attached with 1-3/8 in. long Type S bugle-head steel screws spaced max 12 in. OC.

NOTE: Only board types marked with + may be used in assemblies with 24 in. OC spacing of studs.

AMERICAN GYPSUM CO —Types AG-C, AGX-II, AGX-C

BEIJING NEW BUILDING MATERIALS CO LTD — Type DBX-1

BPB AMERICA INC

—Types I, FRP, EGRG, ProRoc Type X or ProRoc

Type C

CANADIAN GYPSUM COMPANY —Type C+, IP-X1, IP-X2+,

LOOK FOR THE UL MARK ON PRODUCT

SECTION 07841 - FIRESTOP SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes firestop systems for penetrations through the following fire-resistance-rated assemblies, including both empty openings and openings containing penetrating items:
 - 1. Floors.
 - 2. Roofs.
 - 3. Walls and partitions.

1.3 PERFORMANCE REQUIREMENTS

- A. General: For the following constructions, provide firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of assembly penetrated.
 - 1. Fire-resistance-rated non-load-bearing walls, including partitions, with fire-protection-rated openings.
 - 2. Fire-resistance-rated floor assemblies.
- B. F-Rated Systems: Provide firestop systems with F-ratings indicated, as determined per ASTM E 814, but not less than that equaling or exceeding fire-resistance rating of constructions penetrated.
- C. T-Rated Systems: For the following conditions, provide firestop systems with T-ratings indicated, as well as F-ratings, as determined per ASTM E 814, where systems protect penetrating items exposed to potential contact with adjacent materials in occupiable floor areas:
 - 1. Penetrations located outside wall cavities.
 - 2. Penetrations located outside fire-resistive shaft enclosures.
 - 3. Penetrations located in construction containing fire-protection-rated openings.
 - 4. Penetrating items larger than 4-inch- diameter nominal pipe or 16 sq. in. in overall cross-sectional area.
- D. For firestop systems exposed to view, traffic, moisture, and physical damage, provide products that after curing do not deteriorate when exposed to these conditions both during and after construction.
 - 1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant firestop systems.

FIRESTOP SYSTEMS
Palmetto Pointe Villas
Project No. 2003-1105.03

07841 - 1
11/9/2005
SGM Architects, Inc.

Tri County Roofing_000870

Palmetto Pointe 10153
Smits

2. For penetrations involving insulated piping, provide firestop systems not requiring removal of insulation.

E. For firestop systems exposed to view, provide products with flame-spread ratings of less than 25 and smoke-developed ratings of less than 450, as determined per ASTM E 84.

1.4 SUBMITTALS

- A. Product Data: For each type of firestop system product indicated.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Product Certificates: Signed by manufacturers of firestop system products certifying that products furnished comply with requirements.
- D. Product Test Reports: From a qualified testing agency indicating firestop system complies with requirements, based on comprehensive testing of current products.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed firestop systems similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Source Limitations: Obtain firestop systems, for each kind of penetration and construction condition indicated, from a single manufacturer.
- C. Fire-Test-Response Characteristics: Provide firestop systems that comply with the following requirements and those specified in "Performance Requirements" Article:
 - 1. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL, or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.
 - 2. Firestop systems are identical to those tested per ASTM E 814. Provide rated systems complying with the following requirements:
 - a. Firestop system products bear classification marking of qualified testing and inspecting agency.
 - b. Firestop systems correspond to those indicated by reference to firestop system designations listed by the following:
 - 1) UL in "Fire Resistance Directory."
- D. Engineering Judgments: Where there is no specific third party tested and classified firestop system available for a particular application, obtain from the firestop manufacturer an Engineering Judgment (EJ) or Equivalent Fire Resistance Rated Assembly (EFRRA) to be submitted to the Architect and authority having jurisdiction for approval prior to installation.

FIRESTOP SYSTEMS
Palmetto Pointe Villas
Project No. 2003-1105.03

07841 - 2
11/9/2005
SGM Architects, Inc.

Tri County Roofing_000871

Palmetto Pointe 10154
Smits

- E. Preinstallation Conference: Before installing firestop systems, conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings." Notify participants at least 5 working days before conference.

1. Meet with Owner; Architect; construction manager; inspection agency representative; firestop installer(s); manufacturer's technical representative; and installers whose work interfaces with or affects firestopping, including Division 15 and 16 subcontractors.
2. **Coordination of Trades:** Coordinate firestop systems for all penetrations and construction conditions to provide consistency in quality, manufacturer and installation of materials. Coordinate with work of Divisions 15 and 16.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer; date of manufacture; lot number; shelf life, if applicable; qualified testing and inspecting agency's classification marking applicable to Project; curing time; and mixing instructions for multicomponent materials.
- B. Store and handle materials for firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Ventilate firestop systems per manufacturer's written instructions by natural means or, where this is inadequate, forced-air circulation.

1.8 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that firestop systems are installed according to specified requirements.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate firestop systems.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Hilti Construction Chemicals, Inc.
 2. 3M Fire Protection Products.
 3. Specified Technologies, Inc.

FIRESTOP SYSTEMS
Palmetto Pointe Villas
Project No. 2003-1105.03

07841 - 3
11/9/2005
SGM Architects, Inc.

Tri County Roofing_000872

Palmetto Pointe 10155
Smits

4. Tremco.
5. W.R. Grace.
6. Other manufacturers listed in the UL Fire Resistance Directory.

2.2 FIRESTOPPING, GENERAL

- A. Compatibility: Provide firestop systems that are compatible with one another, with the substrates forming openings, and with the items, if any, penetrating firestop systems, under conditions of service and application, as demonstrated by firestop system manufacturer based on testing and field experience.
- B. Accessories: Provide components for each firestop system that are needed to install fill materials and to comply with "Performance Requirements" Article. Use only components specified by firestop system manufacturer and approved by the qualified testing and inspecting agency for firestop systems indicated. Accessories include, but are not limited to, the following items:
 1. Permanent forming/damming/backing materials, including the following:
 - a. Slag-/rock-wool-fiber insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 2. Temporary forming materials.
 3. Substrate primers.
 4. Collars.
 5. Steel sleeves.

2.3 FILL MATERIALS

- A. General: Provide firestop systems containing the types of fill materials standard with manufacturer for systems complying with rating requirements indicated. Fill materials are those referred to in directories of the referenced testing and inspecting agencies as fill, void, or cavity materials.
- B. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer metallic sleeve lined with an intumescent strip, a radial extended flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.
- C. Latex Sealants: Single-component latex formulations that after cure do not re-emulsify during exposure to moisture.
- D. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- E. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized steel sheet.
- F. Intumescent Putties: Nonhardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.

FIRESTOP SYSTEMS
Palmetto Pointe Villas
Project No. 2003-1105.03

07841 - 4
11/8/2005
SGM Architects, Inc.

Tri County Roofing_000873

Palmetto Pointe 10156
Smits

- G. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- H. Mortars: Prepackaged, dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogeneous mortar.
- I. Pillows/Bags: Reusable, heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents and fire-retardant additives.
- J. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.
- K. Silicone Sealants: Moisture-curing, single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces and nonsag formulation for openings in vertical and other surfaces requiring a nonslumping, gunnable sealant, unless indicated firestop system limits use to nonsag grade for both opening conditions.
 - 2. Grade for Horizontal Surfaces: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces.
 - 3. Grade for Vertical Surfaces: Nonsag formulation for openings in vertical and other surfaces.
- L. Spray Firestopping Material: Flexible, sprayable, water-based coating designed for firestopping of head-of-wall joints.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Firedam Spray, 3M Fire Protection Products.
 - b. CP 672 Firestop Joint Spray, Hilti Construction Chemicals, Inc.
 - c. Tremstop Acrylic Spray; Tremco, Inc.

2.4 MIXING

- A. For those products requiring mixing before application, comply with firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

FIRESTOP SYSTEMS
 Palmetto Pointe Villas
 Project No. 2003-1105.03

07841 - 5
 11/9/2005
 SGM Architects, Inc.

Tri County Roofing_000874

Palmetto Pointe 10157
 Smits

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing firestop systems to comply with written recommendations of firestop system manufacturer and the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of firestop systems.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with firestop systems. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Priming: Prime substrates where recommended in writing by firestop system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent firestop systems from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system's seal with substrates.

3.3 FIRESTOP SYSTEM INSTALLATION

- A. General: Install firestop systems to comply with "Performance Requirements" Article and firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install 12-inch wide fire safing strip at ceiling/floor juncture.
- C. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- D. Install fill materials for firestop systems by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 FIELD QUALITY CONTROL

- A. Inspecting Agency: Owner will engage a qualified, independent inspecting agency to inspect through-penetration firestops. Independent inspecting agency shall comply with ASTM E 2174 requirements including those related to qualifications, conducting inspections, and preparing test reports.

FIRESTOP SYSTEMS
Palmetto Pointe Villas
Project No. 2003-1105.03

07841 - 6
11/9/2005
SGM Architects, Inc.

Tri County Roofing_000875

Palmetto Pointe 10158
Smits

1. Inspecting agency will state in each report whether inspected firestop systems comply with or deviate from requirements.
- B. Proceed with enclosing firestop systems with other construction only after inspection reports are issued.
- C. Where deficiencies are found, repair or replace firestop systems so they comply with requirements.

3.5 IDENTIFICATION

- A. Identify through-penetration firestop systems with pressure-sensitive, self-adhesive, preprinted vinyl labels. Attach labels permanently to surfaces of penetrated construction on both sides of each firestop system installation where labels will be visible to anyone seeking to remove penetrating items or firestop systems. Include the following information on labels:
 1. The words: "Warning--Through-Penetration Firestop System--Do Not Disturb. Notify Building Management of Any Damage."
 2. Contractor's name, address, and phone number.
 3. Through-penetration firestop system designation of applicable testing and inspecting agency.
 4. Date of installation.
 5. Through-penetration firestop system manufacturer's name.
 6. Installer's name.

3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by firestop system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated firestop systems immediately and install new materials to produce on firestop systems complying with specified requirements.

END OF SECTION 07841

FIRESTOP SYSTEMS
Palmetto Pointe Villas
Project No. 2003-1105.03

07841 - 7
11/9/2005
SGM Architects, Inc.

Tri County Roofing_000876

Palmetto Pointe 10159
Smits

Field Observations

DATE: November 16, 2006
TIME: 12:00 Noon
RE: Palmetto Point
PROJECT NO.: 2003-1105.03
ATTACHMENTS: None

Contractor	Weather	Temp
Complete Building Company	Partly Cloudy	72 +/-

PRESENT AT SITE:

• Buddy Hilton CBC
• Tommy Browne Owner
• Gary Stanley CBC
• Jim Mc Guire SGM
• John Brooks ABC

345-6705

ITEMS TO NOTE:

1. Tommy Browne stated plumbing selection faucets etc. to be chrome.
2. Tommy Browne indicated the payment for framing of 13 buildings had been approved by the bank.
3. Tommy Browne requested to be resent a copy of the surround sound/structured wiring ASAP.
- ✓ 4. Tommy Browne asked that Tommy Smith call him concerning the EPDM cost of \$2,592 per building.
5. CBC indicated Buddy will provide a letter stating to ABC that building C5 and C6 will be the last two buildings to be framed until further notice.
- ✓ 6. Tommy Browne rejected the proposal of \$75.00 to wrap the columns.
7. SGM indicated they intended to have the screen wall details to CBC by COB Tuesday 11/21/06.
8. Tommy Browne indicated that the electrical drawings that were requested showing the pump locations, dock meters, etc. are not needed.
9. The crown molding is to be provided as stated on the drawings sheet A701. Tommy Browne to address issue of crown molding desired in the corridor and provide directive through SGM.

WORK IN PROGRESS:

1. Rain in the AM and not a great deal of workers on site.
2. Framers on site.
3. Trim carpenter on site
4. Ceramic subcontractor installing tile.

REVIEWED IN THE FIELD:

1. Tommy Browne reviewed in the field the tile proposed for the fireplace. The tile was reviewed and approved.

Tri County Roofing_001058

Palmetto Pointe 10160
Smits

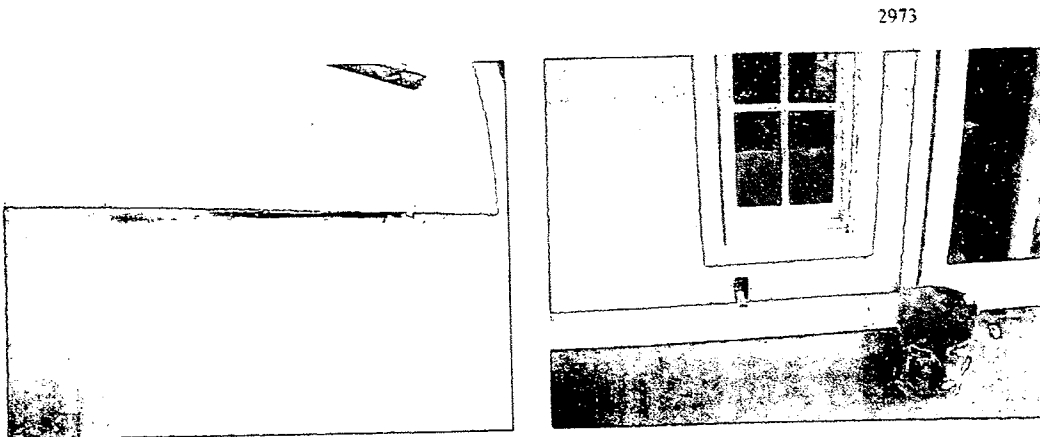
R-0328

2. Building 1653, reviewed with the trim carpenter the problems with the window/handrail/screening alignment. SGM to provide details for this unit review and other porch details to be resolved as we progress.
3. Reviewed overhang interference at unit 1631. SGM to provide directive/detail
4. Tommy Browne asked that the TV space be increased in clear opening by 5"
5. Reviewed with CBC the need to provide fall protection at the elevator doors. See photo 3006. This has been addressed before and is very critical that the doorways be properly blocked to protect workers.
6. Matt Pruitt's e-mail was reviewed with CBC and solutions will be proposed by SGM for each.

NEW DEFICIENCY ITEMS

1. Building 1655, caulk joint between siding and window frame, see photo 2972 & 2973
2. Building 1655, refit siding on the south wall of the rear porch, see photo 2974 & 2977.
3. Building 1655, refit trim at the overhang, see photo 2975 & 2976.
4. Building 1655, refit/caulk intersection between siding and trim near overhang.
5. Building 1655, caulk joint between trim and siding on knee wall at north side of rear deck see photo 2980 & 2981.
6. Building 1655, provide a finished edge on the dry wall at the stair leading to the first floor. See photo 2982
7. Building 1655, verify that the gap between the drywall and laminated beam shown in photo 2983 & 2984 is not open to the space above the ceiling or into the wall cavity.
8. Building 1655, verify that the gaps between the lattice and the drywall are not open to the space above the ceiling or into the wall cavity. See photo 2985 & 2986.
9. Building 1655, verify that the X bracing shown in photo 2989 & 2990, which has been relocated, has been reviewed and approved by the structural engineer
10. Building 1655, provide information that would address how the space between the two beams has been firestopped. See photos 2995
11. Building 1633, repair damaged shingles at around column, southwest wall. See photo 3007
12. Building 1633, repair trim where nails have been over driven or are protruding beyond flush. This is a general concern and should be addressed at through out the project. See photo 2015 & 2014.

Photos.



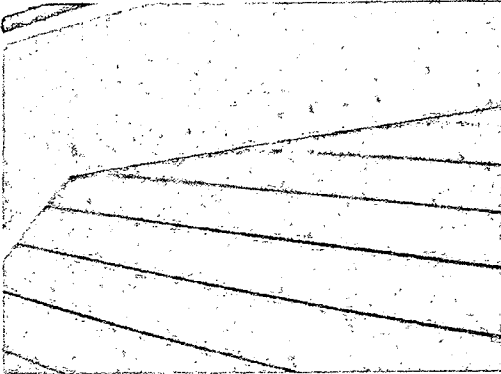
Building 1655, window needs to be caulked between the siding and window frame.

Tri County Roofing_001059

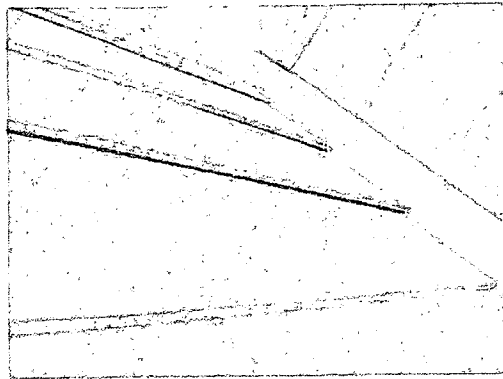
Palmetto Pointe 10161
Smits

R-0329

2974

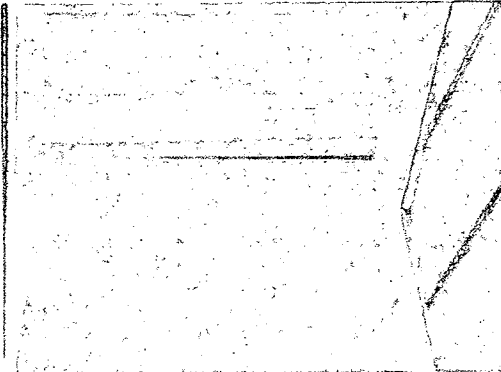


2977

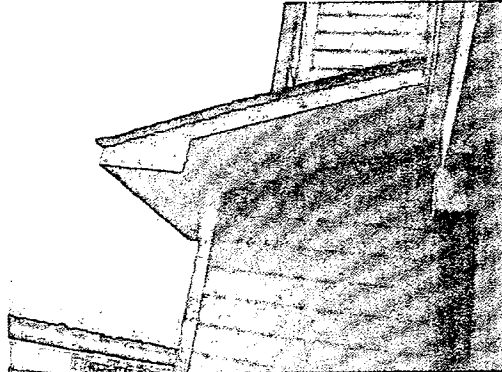


Building 1655, refit siding on the S wall of the rear porch

2975



2976

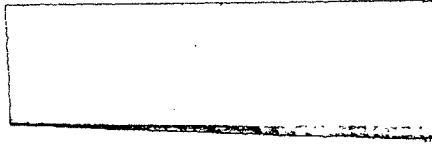


Building 1655, refit trim at the overhang

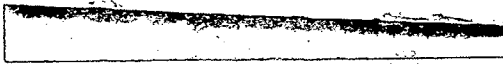
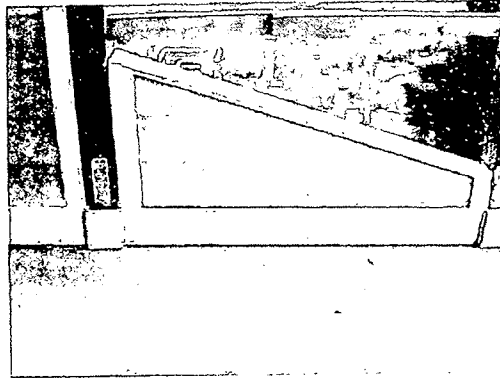
Tri County Roofing_001060

Palmetto Pointe 10162
Smits

2980



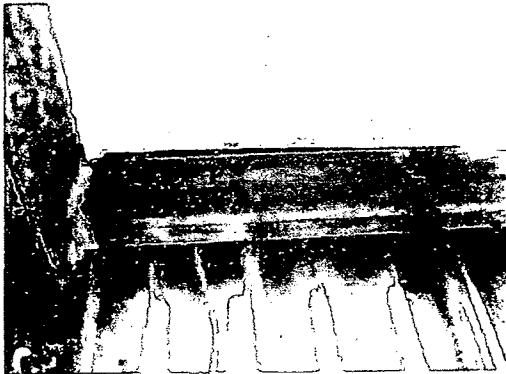
2981



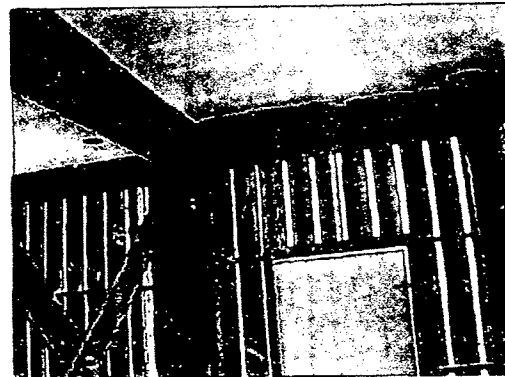
(sideways view)

Building 1655, caulk joint between trim and siding on knee wall at N side of rear deck.

2983



2984



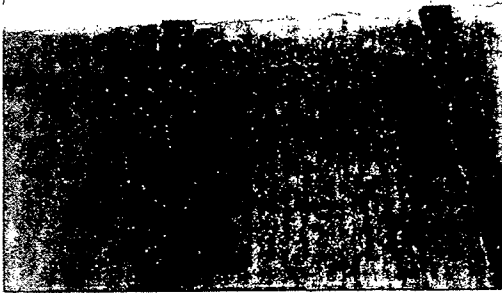
Building 1655, verify that the gaps between the drywall and laminated beam shown is not open to the space above the ceiling or into the wall cavity.

Tri County Roofing_001061

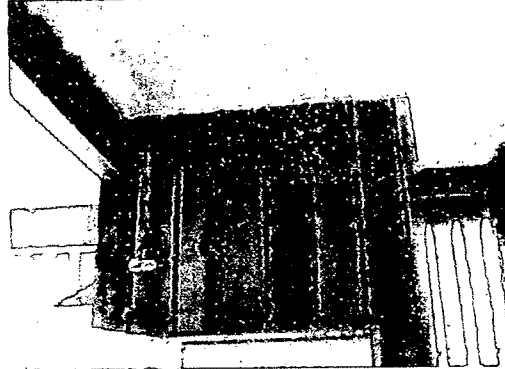
Palmetto Pointe 10163
Smits

R-0331

2985



2986



Building 1655, verify that the gaps between the lattice and drywall are not open to the space above the ceiling or into the wall cavity.

2989



2990



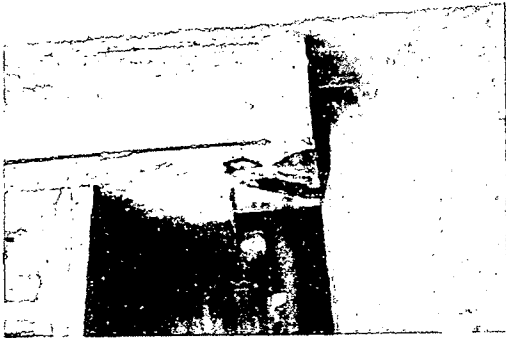
Building 1653, verify that the X bracing shown in above photos has been approved by the structural engineer.

Tri County Roofing_001062

Palmetto Pointe 10164
Smits

R-0332

2995



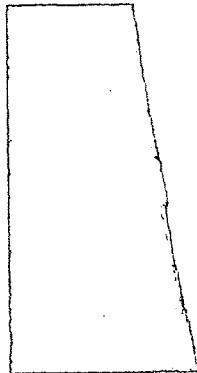
Building 1653, provide information to address how the space between the two beams has been firestopped.

3007



Building 1633, repair damaged shingles around column SW wall.

3014



3015



Building 1633, repair trim where nail have been over driven or are protruding beyond flush.

Tri County Roofing_001063

Palmetto Pointe 10165
Smits

R-0333

2982

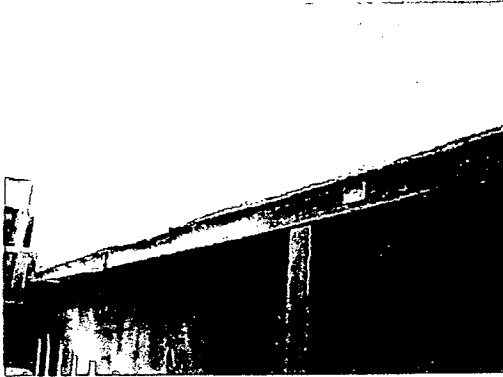


Photo shows dry wall edge at intersection of first floor and stairwell.

3006



Elevator shaft requires to have fall protection

Tri County Roofing_001064

Palmetto Pointe 10166
Smits

R-0334

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT
PALMETTO POINTE AT PEAS) CASE NO. 2015-CP-10-0955
ISLAND CONDOMINIUM PROPERTY)
OWNERS ASSOCIATION, INC. AND)
KATHY MILNER, INDIVIDUALLY,)
AND ON BEHALF OF ALL OTHERS)
SIMILARLY SITUATED,)

PLAINTIFFS,)

VS.)

ISLAND POINTE, LLC; LEONARD T.)
BROWNE; COMPLETE BUILDING)
CORPORATION; TRI-COUNTY)
ROOFING, INC.; CREEKSIDE, INC.;)
AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON; AND JOHN)
DOE 1-60,)

DEFENDANT.)

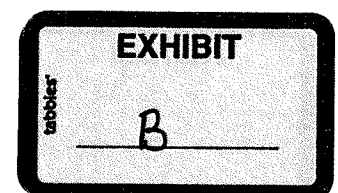
TRI-COUNTY ROOFING, INC.,)

THIRD-PARTY PLAINTIFF,)

VS.)

CORNERSTONE CONSTRUCTION)
AND MARK MALLOY D/B/A)
CORNERSTONE CONSTRUCTION;)
GUTTER WORKS, INC. AND)
MICHAEL L. SEGARS D/B/A GUTTER)
WORKS; MR. GUTTER; LITCHFIELD)
SEAMLESS GUTTERS & WINDOWS,)
LLC AND THOMAS LITCHFIELD)
D/B/A LITCHFIELD SEAMLESS)
GUTTERS; MIRACLE SIDING, LLC)
AND WILSON LUCAS SALES D/B/A)
MIRACLE SIDING, LLC; MARK)
PALPOINT A/K/A MICAH PALPOINT;)
ELROY ALONZO VASQUEZ; AND)

**AFFIDAVIT OF
ROBERT L. CASTLES, JR., PE**



CHRIS A/K/A JOHN DOE 61,	)
	)
THIRD-PARTY DEFENDANTS.	)
	)
	)
COMPLETE BUILDING CORPORATION,	)
INC.,	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
VS.	)
	)
ALDERMAN CONSTRUCTION,	)
STANLEY'S VINYL FENCE DESIGNS,	)
COHEN'S DRYWALL, AND MOSELY	)
CONCRETE,	)
	)
THIRD-PARTY DEFENDANTS.	)

PERSONALLY appeared before me, Robert L. Castles, Jr., PE, who, being first duly sworn, eposes and states as follows:

1. That I am over the age of eighteen (18) years and am competent to make this Affidavit.
2. That I am a licensed professional engineer in the State of South Carolina and have been licensed in South Carolina approximately 36 years.
3. That I am the C.E.O. and Senior Engineer of Castles Engineering, Inc.
4. That I have performed a visual site inspection of the project known as Palmetto Pointe at Peas Island ("Palmetto Pointe") located in Charleston, South Carolina and reviewed various documents that were provided by SGM Architects, Inc. ("SGM") and CRG Engineering ("CRG").
5. That SGM employees and/or agents provided architectural services at Palmetto Pointe.

6. That CRG employees and/or agents provided civil engineering services at Palmetto Pointe.

7. That CRG prepared and approved inadequate and/or defective civil plans that lack sufficient detail, including:

- lack of detailed elevations;
- lack of detail on how to drain the property; and
- lack of detail on how to properly build the concrete driveways.

8. That CRG failed to coordinate with the architect of record regarding drainage of the property.

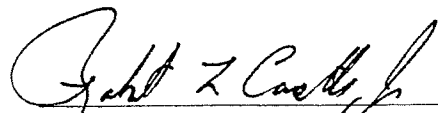
9. That based on the foregoing inadequacies and deficiencies, CRG failed to adhere to good engineering standards.

10. That the foregoing inadequacies and deficiencies are a breach of the standard of care owed by a civil engineer.

11. That the foregoing inadequacies and deficiencies have caused, continue to cause, and will cause damage to Palmetto Pointe's condominium owners.

12. That this is my opinion to a reasonable degree of certainty.

FURTHER AFFIANT SAYETH NOT.


Robert L. Castles, Jr., P.E.
(original signature filed
with court on 8/2/16)

SWORN to and subscribed before me this
21st day of July, 2016.


Notary Public for South Carolina

My Commission Expires: ~~My~~ Commission Expires April 26, 2020

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS) CASE NO. 2015-CP-10-0955

ISLAND CONDOMINIUM PROPERTY)
OWNERS ASSOCIATION, INC. AND)
KATHY MILNER, INDIVIDUALLY,)
AND ON BEHALF OF ALL OTHERS)
SIMILARLY SITUATED,)

PLAINTIFFS,)

VS.)

ISLAND POINTE, LLC; LEONARD T.)
BROWNE; COMPLETE BUILDING)
CORPORATION; TRI-COUNTY)
ROOFING, INC.; CREEKSIDE, INC.;)
AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON; AND JOHN)
DOE 1-60,)

DEFENDANT.)

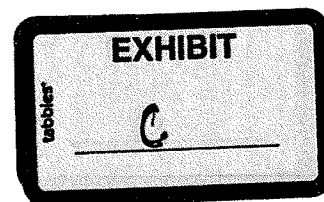
TRI-COUNTY ROOFING, INC.,)

THIRD-PARTY PLAINTIFF,)

VS.)

CORNERSTONE CONSTRUCTION)
AND MARK MALLOY D/B/A)
CORNERSTONE CONSTRUCTION;)
GUTTER WORKS, INC. AND)
MICHAEL L. SEGARS D/B/A GUTTER)
WORKS; MR. GUTTER; LITCHFIELD)
SEAMLESS GUTTERS & WINDOWS,)

**AFFIDAVIT OF
DAVID M. VANDOMMELEN, A.I.A**



LLC AND THOMAS LITCHFIELD	)
D/B/A LITCHFIELD SEAMLESS	)
GUTTERS; MIRACLE SIDING, LLC	)
AND WILSON LUCAS SALES D/B/A	)
MIRACLE SIDING, LLC; MARK	)
PALPOINT A/K/A MICAH PALPOINT;	)
ELROY ALONZO VASQUEZ; AND	)
CHRIS A/K/A JOHN DOE 61,	)
	)
THIRD-PARTY DEFENDANTS.	)
COMPLETE BUILDING CORPORATION,	)
INC.,	)
THIRD-PARTY PLAINTIFF,	)
VS.	)
ALDERMAN CONSTRUCTION,	)
STANLEY'S VINYL FENCE DESIGNS,	)
COHEN'S DRYWALL, AND MOSELY	)
CONCRETE,	)
THIRD-PARTY DEFENDANTS.	)
	)

PERSONALLY appeared before me, David M. VanDommelen, A.I.A., who, being first duly sworn, deposes and states as follows:

1. That I am over the age of eighteen (18) years and am competent to make this Affidavit.
2. That I have been a licensed architect in the State of South Carolina for approximately 3 years.
3. That I have been a forensic architect with Fuller Group, Inc. since 2013.
4. That I have reviewed various documents for the project known as Palmetto Pointe at Peas Island ("Palmetto Pointe") located in Charleston, South Carolina, including: SGM

Architects, Inc. (SGM) "Bid Set" drawings with a date of November 4, 2005; SGM "Construction Set" drawings with a latest revision date of February 5, 2007; November 16, 2005 "Field Observations" report; Specification Section 07841 regarding firestop systems and Section 07460 regarding siding in the November 4, 2005 SGM Project Manual; various weekly project reports by Complete Building Corporation (Contractor); various "Photographic Log of Construction Deficiencies" of RTM Engineering, LLC; and March 31, 2016 report of Douglas M. Smits, C.B.O.

Architect SGM

5. That SGM employees and/or agents provided architectural services at Palmetto Pointe.

6. That SGM employees and/or agents provided Construction Documents and Construction Contract Administration services, including: review of change orders and RFIs, consultation for pricing and submittals, and construction site observations to ensure proper and adequate construction was performed at Palmetto Pointe.

7. That SGM prepared and approved inadequate and/or defective Construction Documents that lack sufficient details for Palmetto Pointe and/or failed to provide adequate oversight as set forth below:

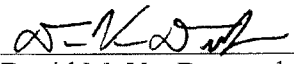
- SGM failed to specify the slope of the waterproofing membrane at the decks;
- SGM failed to adequately detail deck waterproofing membrane at terminations;
- SGM failed to detail flashings at deck column-to-roof interfaces and base of walls;
- SGM failed to specify the attachment of the lap siding and failed to observe improper attachment of lap siding installed, which would have been readily observable to the architect during Construction Contract Administration site observations; and
- SGM failed to observe implementation of fire stopping at all membrane and through penetrations in one hour fire rated party walls as outlined in its specifications.

8. That the foregoing inadequacies and deficiencies are a breach of the standard of care owed by architects and engineers.

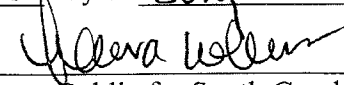
9. That the foregoing inadequacies and deficiencies have caused, continue to cause, and will cause damage to Palmetto Pointe's condominium owners.

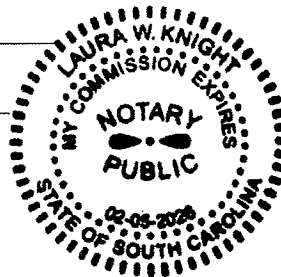
10. That this is my opinion to a reasonable degree of certainty.

FURTHER AFFIANT SAYETH NOT.


David M. VanDommelen, A.I.A.
(Original Signature filed with
court 8/2/14)

SWORN to and subscribed before me this
25 day of July, 2016.


Notary Public for South Carolina
My Commission Expires: 2/5/26



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Palmetto Pointe at Peas Island
Condominium Property Owners
Association, Inc., and Elizabeth A. Bushey,
individually, and one behalf of all others
similarly situated,)

Plaintiffs,)

vs.)

Island Pointe, LLC; Leonard T. Browne;
Complete Building Corporation; Tri-
County Roofing, Inc.; Creekside, Inc.;
American Residential Services, LLC d/b/a
ARS/Rescue Rooter Charleston; Andersen
Windows, Inc.; Atlantic Building
Construction Services, Inc. n/k/a Atlantic
Construction Services, Inc.; Christopher N.
Union; Builder Services Group, Inc. d/b/a
Gale Contractor Services; Novus
Architects, Inc. f/k/a SGM Architects, Inc.;
Tallent and Sons, Inc.; W C Services, Inc.;
CRG Engineering, Inc.; Certainteed
Corporation; Kelly Flooring Products, Inc.
d/b/a Carpet baggers; and John Doe 1-60,)

Defendants.)

Tri-County Roofing, Inc.)

Third-Party Plaintiff,)

vs.)

Cornerstone Construction and Mark Malloy
d/b/a Cornerstone Construction, Miracle
Siding, LLC and Wilson Lucas Sales d/b/a
Miracle Siding, LLC, Mark Palpoint a/k/a
Micah Palpoint, Eloy Alonzo Vazquez, and
Chris a/k/a John Doe 61,)

Third-Party Defendants.)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO: 2015-CP-10-955

ANSWER TO PLAINTIFFS' AMENDED
COMPLAINT AND RENEWED THIRD-
PARTY COMPLAINT

(JURY TRIAL DEMANDED)

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2016 NOV 23 AM 11:52

FILED

Complete Building Corporation, Inc.,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Alderman Construction, Stanley's Vinyl	)
Fence Designs, Cohen's Drywall, and	)
Mosely Concrete,	)
	)
Third-Party Defendants.	)
	)

The Defendant, Tri-County Roofing, Inc. ("Tri-County"), answers Plaintiffs' Amended Complaint that was allowed by leave of Court and subsequently filed on November 4, 2016, by denying each and every allegation not hereinafter admitted, demanding strict proof thereof, renews its third-party claims against certain sub-subcontractors, and further responds as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 1 through 3 and, therefore, denies the same.
2. Upon information and belief, Tri-County admits the allegations contained in Paragraph 4.
3. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 5 and 6 and, therefore, denies the same.
4. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 7 and 8 and, therefore, denies the same.
5. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 9 through 12 and, therefore, denies the same.

6. Upon information and belief, Tri-County admits the allegations contained in Paragraph 13.

7. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph 14 and, therefore, denies the same.

8. Tri-County admits the allegations contained in Paragraph 15.

9. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 16 and 29 and, therefore, denies the same.

10. In response to Paragraph 30, Tri-County admits only that, upon information and belief, the Palmetto Point at Peas Island project is located in Charleston County, South Carolina.

11. Paragraph 31 requires no response; however, to the extent a response is required or to the extent this paragraph could be construed to impart liability on behalf of Tri-County, these allegations are denied.

12. Tri-County denies the allegations contained in Paragraphs 32 through 34 and demands strict proof thereof.

13. In response to Paragraph 35, Tri-County admits only that the work it performed on the Palmetto Point at Peas Island project was done in a workmanlike manner with suitable materials, free from defects, and in accordance with the applicable building codes, manufacturers' instructions, and general industry requirements and denies all allegations inconsistent with this response.

14. Tri-County denies the allegations contained in Paragraphs 36 through 39 and demands strict proof thereof.

15. Paragraph 40 calls for a legal conclusion and requires no response; however, to the extent a response is required or to the extent this paragraph could be construed to impart liability on behalf of Tri-County, these allegations are denied.

16. In response to Paragraph 41, Tri-County denies that this claim is proper for class certification. Tri-County further objects to the purported definition of the class as the class definition conflicts with the suggested limiting language from Paragraph 4 set forth earlier in Plaintiffs' Complaint.

17. In response to Paragraphs 42 through 46, including all subparts, Tri-County renews its objection to class certification and denies that this case is proper or ripe for class certification as the questions of numerosity, commonality, typicality, adequate representation, and predominance do not apply consistently to all of the purported class members or Defendants and may also be shown to be inadequate on their face.

18. Tri-County denies the allegations contained in Paragraph 47 and demands strict proof thereof.

19. Tri-County denies the allegations contained in Paragraphs 48 through 50 and demands strict proof thereof.

20. Tri-County denies the allegations contained in Paragraphs 51 through 55 and demands strict proof thereof. Furthermore, Tri-County states that Plaintiffs' appear to attempt to change the statutory and common law regarding the statute of limitations and/or statute of repose in these Paragraphs and Tri-County denies that Plaintiffs can circumvent the laws of the state of South Carolina regarding these issues.

21. Upon information and belief, the allegations contained in Paragraph 56 are not directed to Tri-County and require no response. However, to the extent a response is required or

to the extent these allegations can be construed to impart liability on behalf of Tri-County, these allegations are denied.

22. In response to Paragraph 57, Tri-County repeats its responses in Paragraphs 1 through 21 above as if restated herein verbatim.

23. In response to Paragraph 58, Tri-County admits only that the work it performed on the Palmetto Point at Peas Island project was done with due care and in a good and workmanlike manner with suitable materials in accordance with the applicable buildings codes, applicable laws, and in conformance with industry standards and product installation guidelines. All allegations inconsistent with this response are denied and Tri-County demands strict proof thereof.

24. Tri-County denies the allegations contained in Paragraph 59, including all subparts, and demands strict proof thereof.

25. Paragraph 60 is an incorrect statement of the law in South Carolina and, therefore, it is denied.

26. Tri-County denies the allegations contained in Paragraphs 61 and 62 and demands strict proof thereof.

27. In response to Paragraph 63, Tri-County realleges its answers in Paragraphs 1 through 26 above as if restated herein verbatim.

28. In response to Paragraph 64, Tri-County admits only that its work performed on the Palmetto Point at Peas Island project was done in a careful, diligent, and workmanlike manner, free from defects and in accordance with the applicable building codes and product installation requirements. All allegations inconsistent with this response are denied and Tri-County demands strict proof thereof.

29. In response to Paragraph 65, Tri-County admits only that there are certain implied warranties applied at law but denies that, to the extent that any implied warranties are attributed to the work by Tri-County, it violated any of these warranties.

30. In response to Paragraph 66, Tri-County admits that the warranty of habitability applies to the developer only.

31. Tri-County denies the allegations contained in Paragraphs 67 and 68 and demands strict proof thereof.

32. In response to Paragraph 69, Tri-County realleges its answers in Paragraphs 1 through 31 above as if restated herein verbatim.

33. Upon information and belief, the allegations contained in Paragraphs 70 through 77 are not directed to Tri-County and, therefore, require no response. However, to the extent these paragraphs require a response from Tri-County or can be construed to impart liability on this Defendant, these allegations are denied.

34. In response to Paragraph 78, Tri-County realleges its answers in Paragraphs 1 through 33 above as if restated herein verbatim.

35. Upon information and belief, the allegations contained in Paragraphs 79 through 82, including all subparts, are not directed to Tri-County and, therefore, require no response. However, to the extent a response is required or to the extent these paragraphs could be construed to impart liability on behalf of Tri-County, these allegations are denied.

36. In response to Paragraph 83, Tri-County realleges its answers in Paragraphs 1 through 35 above as if restated herein verbatim.

37. Upon information and belief, the allegations contained in Paragraphs 84 through 89 are not directed to Tri-County and, therefore, require no response. However, to the extent a

response is required or to the extent these paragraphs could be construed to impart liability, these allegations are denied.

38. In response to Paragraph 90, Tri-County realleges its answers in Paragraphs 1 through 37 above as if restated herein verbatim.

39. Upon information and belief, the allegations contained in Paragraphs 91 through 94 are not directed to Tri-County and, therefore, require no response. However, to the extent a response is required or to the extent these paragraphs could be construed to impart liability on Tri-County, these allegations are denied.

40. In response to Paragraph 95, Tri-County realleges its answers in Paragraphs 1 through 39 above as if restated herein verbatim.

41. Upon information and belief, the allegations contained in Paragraphs 96 through 104 are not directed to Tri-County and, therefore, require no response. However, to the extent a response is required or to the extent these paragraphs could be construed to impart liability on Tri-County, these allegations are denied.

42. In response to the unnumbered "Wherefore" paragraph, Tri-County denies that Plaintiffs are entitled to the relief requested in their Amended Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE

43. The Complaint fails to set forth sufficient facts to constitute a cause of action and, therefore, should be dismissed pursuant to Rule 12(b)(6), SCRCF.

FOR A THIRD DEFENSE

44. Even if Tri-County was negligent in any respect, which is expressly denied, and such conduct operated as a proximate cause of Plaintiffs' injuries, if any, which is expressly

denied, Tri-County alleges Plaintiffs' negligent, grossly negligent, reckless, willful, and wanton conduct contributed more than fifty percent (50%) to the cause of the accident, and therefore, Plaintiffs' claims are barred.

FOR A FOURTH DEFENSE

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

FOR A FIFTH DEFENSE

46. Such injuries or losses as Plaintiffs' sustained, if any, were caused by the contributory negligence, carelessness, recklessness, willfulness, and wantonness of Plaintiffs, and Tri-County pleads Plaintiffs' contributory negligence as a complete defense to this action.

FOR A SIXTH DEFENSE

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

FOR A SEVENTH DEFENSE

48. Any injuries sustained by Plaintiffs were due to and caused by the sole negligence of third persons over whom Tri-County had no control, and therefore, Tri-County should not be liable to Plaintiffs in any sum whatsoever.

FOR AN EIGHTH DEFENSE

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

FOR A NINTH DEFENSE

50. Plaintiffs' claims may be barred by the doctrine of estoppel.

FOR A TENTH DEFENSE

51. Plaintiffs' claims may be barred or otherwise reduced due to Plaintiffs' failure to mitigate damages as required by law.

FOR AN ELEVENTH DEFENSE

52. Plaintiffs' claims may be barred by the doctrine of laches.

FOR A TWELFTH DEFENSE

53. Tri-County asserts that some or all of the claims against it are barred by applicable statutes of limitation or statutes of repose.

FOR A THIRTEENTH DEFENSE

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

FOR A FOURTEENTH DEFENSE

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

FOR A FIFTEENTH DEFENSE

56. Plaintiffs' claims may be barred by the doctrine of waiver.

FOR A SIXTEENTH DEFENSE

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

FOR A SEVENTEENTH DEFENSE

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

FOR AN EIGHTEENTH DEFENSE

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

FOR A NINETEENTH DEFENSE

60. Notwithstanding Plaintiffs' prior defenses incorporating *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 522 U.S. 424 (2001) and *State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and the cases upon which they are based, in the event the trial court permits the jury to return a punitive damages award in the instant case, such damages are to be limited to an amount that is no greater than the jury's award of actual damages, as explicated within *Exxon Shipping Company v. Baker*, 128 S. Ct. 2605 (2008).

FOR A TWENTIETH DEFENSE

61. The work and services that may have been provided by Tri-County were in conformity with the standard of care for that time.

FOR A TWENTY-FIRST DEFENSE

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

FOR A TWENTY-SECOND DEFENSE

63. Tri-County incorporates by reference any affirmative defenses raised by any other Defendant in this action.

FOR AT TWENTY-THIRD DEFENSE

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

FOR A TWENTY-FOURTH DEFENSE AND BY WAY OF RENEWING ITS THIRD-PARTY COMPLAINT TRI-COUNTY ALLEGES THE FOLLOWING

65. Tri-County hired certain subcontractors to perform construction work on the Palmetto Point at Peas Island project. Tri-County did not self-perform any of the work but, instead, supervised the specific work by its subcontractors.

66. Cornerstone Construction Corporation and Mark Malloy d/b/a Cornerstone Construction is a South Carolina company located in Charleston County, South Carolina, and at all times relevant herein, performed siding installation, flashing, and other component work on one or more buildings at the Palmetto Point at Peas Island project.

67. Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding is a South Carolina company located in Berkeley County, South Carolina, and at all times relevant herein, performed siding installation, related flashings, and other component work on one or more buildings at the Palmetto Point at Peas Island project.

68. Mark Palpoint a/k/a Micah Palpoint is a South Carolina resident who, at all times relevant herein, installed Sealoflex waterproofing on one or more buildings at the Palmetto Point at Peas Island project.

69. Eloy Alonzo Vasquez was a South Carolina resident who, at all times relevant herein, installed roofing, flashing, other roofing components, and waterproofing on one or more buildings at the Palmetto Point at Peas Island project.

70. Chris a/k/a John Doe No. 61 is a resident of South Carolina and at all times relevant herein installed waterproofing on one or more of the buildings at the Palmetto Point at Peas Island project.

71. All of the Subcontractors listed above performed the described work on the buildings located at the Palmetto Point at Peas Island project.

72. All of the referenced Third-Party Defendants, collectively referenced as "Subcontractors," that were retained by Tri-County were required to obtain proper commercial general liability insurance coverage of sufficient limits and further to list Tri-County as an additional insured in these policies.

FOR A FIRST THIRD-PARTY CAUSE OF ACTION
(Negligence)

73. Tri-County realleges its assertions set forth in Paragraphs 65 through 72 as if restated herein verbatim.

74. The various Subcontractors were required to perform their work in accordance with applicable building codes, installation guidelines, industry standards, and in a good and workmanlike manner.

75. However, it is alleged the work these Subcontractors performed did not comply with the applicable standards.

76. Tri-County has denied the substantive allegations alleged against it; however, if the Subcontractors' work is found to be deficient, then the Subcontractors have breached their duty to perform this work correctly.

77. The Subcontractors' breaches of their duties are the proximate cause of the damages suffered by Tri-County.

78. Tri-County is damaged by these breaches by having to expend time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A SECOND THIRD-PARTY CAUSE OF ACTION
(Breach of Express and Implied Warranties)

79. Tri-County realleges its assertions set forth in Paragraphs 65 through 78 as if restated herein verbatim.

80. The Subcontractors warranted and expressly stated that the work they performed at the Palmetto Point at Peas Island project was performed in a workmanlike manner, free of defects, and commensurate with all applicable building codes and installation details.

81. Although Tri-County has denied the substantive allegations asserted against it, to the extent there are deviations with the actual installation of the work by the Subcontractors, the Subcontractors have breached their implied and express warranties owed Tri-County.

82. Tri-County is damaged by these breaches by having to expend time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A THIRD THIRD-PARTY CAUSE OF ACTION
(Breach of Contract)

83. Tri-County realleges its assertions set forth in Paragraphs 65 through 82 as if restated herein verbatim.

84. Through either formal contract, purchase order, and/or otherwise, the various Subcontractors contracted with Tri-County to supply labor and/or materials for roofing, siding, waterproofing, gutters, and/or related work on the Palmetto Point at Peas Island project.

85. In addition to the construction scope of work, each of the Subcontractors promised and in fact was required to include Tri-County as an additional insured on their

commercial general liability policies. This term was a significant requirement for the Subcontractors to be hired by Tri-County to work on this project.

86. Although Tri-County has denied all substantive allegations, to the extent the work performed by the Subcontractors does not meet their contractual obligations, they are in breach of their subcontracts with Tri-County. Furthermore, to the extent the subcontractors did not list Tri-County as an additional insured and/or do not defend Tri-County as an additional insured, they are in breach of their subcontract agreements.

87. Tri-County is damaged by these breaches by having to expend time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A FOURTH THIRD-PARTY CAUSE OF ACTION
(Indemnity)

88. Tri-County realleges its assertions set forth in Paragraphs 65 through 87 as if restated herein verbatim.

89. By their relationship as principal and subcontractor, there is a special relationship between Tri-County and the Subcontractors.

90. Tri-County has been named in a lawsuit claiming damages for work that was performed by and alleged defects that are the sole responsibility of the Subcontractors.

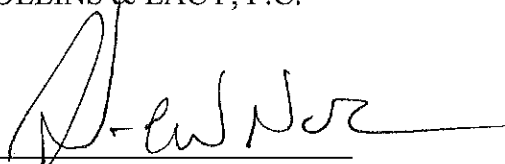
91. Although Tri-County denies the Plaintiffs' allegations, to the extent the Subcontractors' work is found to be defective, these defects are caused by and born by the Subcontractors alone for liability that Tri-County does not share.

92. Therefore, Tri-County should be indemnified and held harmless by the Subcontractors to the full extent of the law.

WHEREFORE, having answered the Plaintiffs' Amended Complaint, Tri-County prays the allegations be dismissed. Furthermore, Tri-County prays for judgment against the Subcontractors with its Renewed Third-Party Claims. Tri-County prays for costs, expenses, attorney's fees, punitive damages, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,
COLLINS & LACY, P.C.

By:



Andrew N. Cole, Esquire
acole@collinsandlacy.com
Christopher M. Adams, Esquire
cadams@collinsandlacy.com
Post Office Box 12487
Columbia, SC 29211
803.256.2660

ATTORNEYS FOR TRI-COUNTY
ROOFING, INC.

November 21, 2016
Columbia, South Carolina

CERTIFICATE OF SERVICE

The undersigned employee of Collins & Lacy, P.C., Attorneys at Law, Post Office Box 12487, 1330 Lady Street, Sixth Floor, Columbia, South Carolina 29211, does hereby certify that (s)he has served the following named individual(s) with a copy of the pleading(s) indicated below via electronic mail and/or by mailing a copy of same to them in the United States mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

COUNSEL SERVED:

Edward D. Buckley, Jr., Esquire
PO Box 993
Charleston, SC 29402
Counsel for Plaintiffs

F. Cordes Ford, IV, Esquire
Scott Forster, Esquire
Womble Carlyle Sandridge & Rice, LLP
PO Box 999
Charleston, SC 29402
Counsel for American Residential Services, LLC and ARS Rescue Rooter Charleston

David S. Cobb, Esquire
Turner Padgett Graham & Laney, PA
PO Box 22129
Charleston, SC 29413
Counsel for Complete Building Corp.

Shanna Milcetich Stephens, Esquire
Thomas F. Drazan, Esquire
Anderson Reynolds & Stephens, LLC
PO Box 87
Charleston, SC 29402
Counsel for Mr. Gutter

Justin O. Lucey, Esquire
Stephanie Drawdy, Esquire
Lucey Law Firm
415 Mill Street
Mt. Pleasant, SC 29464
Counsel for Plaintiffs

R. Trippett Boineau, III, Esquire
J. Adam Ribbock, Esquire
McAngus Goudelock & Courie, LLC
PO Box 12519
Columbia, SC 29211
Counsel for Thomas Litchfield and Litchfield Seamless Gutters & Windows

Brent M. Boyd, Esquire
Murphy & Grantland, P.A.
PO Box 6648
Columbia, SC 29260
Counsel for Gutter Works, Inc.

Brandon T. Reeser, Esquire
Bonum Wilson, Esquire
Wilson & Heyward, LLC
PO Box 13177
Charleston, SC 29422
Counsel for Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC; and Eloy Alonzo Vasquez

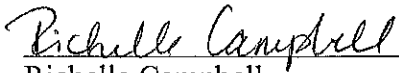
FILED
2016 NOV 23 AM 11:52
JULIE J. ARMSTRONG
CLERK OF COURT

R. Michael Ethridge, Esquire
Suzanne Hogg, Esquire
Carlock Copeland & Stair, LLC
40 Calhoun Street, Suite 400
Charleston, SC 29401
*Counsel Cornerstone Construction and Mark
Malloy d/b/a Cornerstone Construction*

S. Markey Stubbs, Esquire
Baker Ravenel Bender
PO Box 8057
Columbia, SC 29202
Counsel for Creekside, Inc.

PLEADING:

**TRI-COUNTY ROOFING, INC.'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT AND
RENEWED THIRD-PARTY COMPLAINT**



Richelle Campbell
Columbia, South Carolina
November 21, 2016

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
Docket No. 2015-CP-10-955

PALMETTO POINTE AT PEAS)
ISLAND CONDOMINIUM)
PROPERTY OWNERS)
ASSOCIATION, INC., AND)
ELIZABETH A. BUSHEY,)
INDIVIDUALLY, AND ON)
BEHALF OF ALL OTHERS)
SIMILARLY SITUATED,)

Plaintiffs,)

v.)

ISLAND POINTE, LLC; LEONARD T.)
BROWNE; COMPLETE BUILDING)
CORPORATION, TRI-COUNTY)
ROOFING, INC., CREEKSIDE, INC.;)
AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON,)
ANDERSEN WINDOWS, INC.,)
ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC.)
N/K/A ATLANTIC CONSTRUCTION)
SERVICES, INC., CHRISTOPHER N.)
UNION, BUILDER SERVICES)
GROUP, INC. D/B/A GALE)
CONTRACTOR SERVICES, NOVUS)
ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC., TALLENT AND)
SONS, INC., W C SERVICES, INC.,)
CRG ENGINEERING, INC.,)
CERTAINTED CORPORATION,)
KELLY FLOORING PRODUCTS,)
INC., D/B/A CARPET BAGGERS,)
AND JOHN DOE 1-60,)

Defendants.)

TRI-COUNTY ROOFING, INC.,)

**COMPLETE BUILDING
CORPORATION'S ANSWER
TO AMENDED COMPLAINT
AND CROSSCLAIMS
(Jury Trial Demanded)**

FILED
2016 NOV 29 PM 1:16
JULIE J. ARMSTRONG
CLERK OF COURT

Third-Party Plaintiff,)
)
 v.)
)
 CORNERSTONE CONSTRUCTION)
 AND MARK MALLOY D/B/A)
 CORNERSTONE CONSTRUCTION,)
 GUTTER WORKS, INC. AND)
 MICHAEL L. SEGARS D/B/A)
 GUTTER WORKS, MR. GUTTER;)
 LITCHFIELD SEAMLESS GUTTERS)
 & WINDOWS, LLC AND THOMAS)
 LITCHFIELD D/B/A LITCHFIELD)
 SEAMLESS GUTTER, MIRACLE)
 SIDING, LLC AND WILSON LUCAS)
 SALES D/B/A MIRACLE SIDING,)
 LLC, MARK PALPOINT A/K/A)
 MICAH PALPOINT, ELROY ALONZO)
 VASQUEZ, AND CHRIS A/K/A JOHN)
 DOE 61)

Third-Party Defendants.)

COMPLETE BUILDING)
 CORPORATION, INC.,)

Third-Party Plaintiff,)

v.)
)
 ALDERMAN CONSTRUCTION,)
 STANLEY'S VINYL FENCE)
 DESIGNS, COHEN'S DRYWALL, and)
 MOSELY CONCRETE,)

Third-Party Defendants.)

Defendant Complete Building Corporation, Inc.'s ("Defendant") answers the Amended Complaint, crossclaims against certain other parties, and respectfully shows unto the Court:

FOR A FIRST DEFENSE

1. Except as specifically admitted, qualified, or explained, Defendant denies the allegations and demands strict proof of each allegation.

2. Paragraphs 1-8 do not require a response.
 3. Upon information and belief, Defendant admits the allegations of Paragraphs 9-12.
 4. Defendant admits only so much of the allegations of Paragraphs 13-14 as allege Complete Building Corporation, Inc. is a South Carolina corporation that does certain work in Charleston County. Defendant denies the remaining allegations at this time and demands strict proof of each allegation.
 5. Defendant admits the allegations of Paragraphs 15-29.
 6. Defendant admits only so much of the allegations of Paragraph 30 as allege a civil lawsuit may be filed in Charleston County Court of Common Pleas.
 7. Defendant admits only so much of the allegations of Paragraph 31-40 as allege Defendant contracted for the construction of the property at issue. Defendant denies the remaining allegations at this time and demands strict proof of each allegation.
 8. Paragraphs 41-56 are statements of law, to which no response is required. To the extent a response is required; Defendant denies the allegations and demands strict proof of each allegation.
 9. Paragraph 57 does not require a response.
 10. Paragraph 58 is a statement of law, to which no response is required.
 11. Defendant denies the allegations in Paragraphs 59-62 and demands strict proof of each allegation.
 12. Paragraph 63 does not require a response.
 13. Paragraph 64-66 is a statement of law, to which no response is required.
 14. Defendant denies the allegations of Paragraphs 67-68 and demands strict proof of each allegation.
 15. Paragraphs 69-104 do not require a response.
- AS AN ADDITIONAL DEFENSE**
(Comparative Negligence)
16. FURTHER ANSWERING, any injury and damage sustained by

Plaintiffs may have been caused by the negligence or willfulness of Plaintiffs, combining, concurring, and contributing with the negligence or willfulness, if any, by others. Because Plaintiffs' negligence or willfulness may be greater than the alleged negligence or willfulness of one or more adverse parties, Plaintiffs may be barred from recovery.

AS AN ADDITIONAL DEFENSE
(Comparative Negligence)

17. FURTHER ANSWERING, any injury and damage sustained by Plaintiffs may have been caused by the negligence or willfulness of Plaintiffs, combining, concurring, and contributing with the negligence or willfulness, if any, by others. Therefore, the Court should reduce any recovery awarded to Plaintiffs for the alleged injuries and damage based upon the percentage of negligence or willfulness attributed to Plaintiffs.

AS AN ADDITIONAL DEFENSE
(Statutory Defense)

18. FURTHER ANSWERING, S.C. Code Ann. §15-38-15 applies to this lawsuit.

AS AN ADDITIONAL DEFENSE
(Punitive Damages)

19. FURTHER ANSWERING, any award of punitive damages would violate the constitutional safeguards provided by the Due Process Clause of the Fourteenth Amendment of the United States Constitution and under the Due Process Clause of Article I, Section 3 of the South Carolina Constitution because the determination of punitive damages does not bear any reasonable relationship to the amount of actual damages, if any, suffered by or awarded.

AS AN ADDITIONAL DEFENSE
(Reservation of Rights)

20. FURTHER ANSWERING, Defendant has not had an opportunity to conduct a sufficient investigation or engage in adequate discovery about the allegations of this lawsuit. Defendant gives notice of the intent to assert any

further affirmative defenses that any investigation supports, including, but not limited to, defenses that the action is barred in whole or in part by any applicable statute, contract, release, covenant, or the doctrine of laches. Thus, Defendant reserves the right to amend this pleading to assert any such defenses.

AS AN ADDITIONAL DEFENSE
(Statutes of Limitations and Repose)

21. FURTHER ANSWERING, the applicable statutes of limitations and repose, including but not limited to S.C. Code Ann. §§ 15-3-530 et seq., 15-3-640, and 36-2-728 et seq. bar the claims.

FOR AN ADDITIONAL DEFENSE AND AS CROSSCLAIMS AGAINST ISLAND POINTE, LLC, LEONARD T. BROWNE, CORPORATION, TRI-COUNTY ROOFING, INC., CREEKSIDE, INC., AMERICAN RESIDENTIAL SERVICES, LLC D/B/A ARS/RESCUE ROOTER CHARLESTON, ANDERSEN WINDOWS, INC., ATLANTIC BUILDING CONSTRUCTION SERVICES, INC. N/K/A ATLANTIC CONSTRUCTION SERVICES, INC., CHRISTOPHER N. UNION, BUILDER SERVICES GROUP, INC. D/B/A GALE CONTRACTOR SERVICES, NOVUS ARCHITECTS, INC., F/K/A SGM ARCHITECTS, INC., TALLENT AND SONS, INC., W C SERVICES, INC., CRG ENGINEERING, INC., CERTAINTEED CORPORATION, KELLY FLOORING PRODUCTS, INC., D/B/A CARPET BAGGERS, JOHN DOE 1-60, CORNERSTONE CONSTRUCTION AND MARK MALLOY D/B/A CORNERSTONE CONSTRUCTION, GUTTER WORKS, INC. AND MICHAEL L. SEGARS D/B/A GUTTER WORKS, MR. GUTTER, LITCHFIELD SEAMLESS GUTTERS & WINDOWS, LLC AND THOMAS LITCHFIELD D/B/A LITCHFIELD SEAMLESS GUTTER, MIRACLE SIDING, LLC AND WILSON LUCAS SALES D/B/A MIRACLE SIDING, LLC, MARK PALPOINT A/K/A MICAH PALPOINT, ELROY ALONZO VASQUEZ, AND CHRIS A/K/A JOHN DOE 61 ("OTHER DEFENDANTS")

22. Defendant incorporates the allegations from the above paragraphs.

23. Plaintiffs sued Defendant claiming damages caused by allegedly defective products and/or construction work or services.

24. Defendant denies all of the substantive allegations made against Defendant.

25. By way of crossclaims, Defendant asserts claims against "Other Defendants".

FOR A FIRST CAUSE OF ACTION AGAINST "OTHER DEFENDANTS"
(Negligence)

26. Defendant incorporates the allegations from the above paragraphs.

27. Upon information and belief, Other Defendants owed a duty to Defendant to exercise the degree of skill necessary to ensure that the labor, materials, goods, and services in connection with the original construction at the Project conformed with the customary and ordinary standards of the building and construction industry, all applicable building codes, and to otherwise deliver the buildings free of construction defects.

28. Upon information and belief, Other Defendants were negligent, careless and reckless in the design, supervision, construction, inspection, and/or supplying of the work or materials outlined above and incorporated into the Project.

29. Upon information and belief, as a direct and proximate result of the negligence, carelessness, and recklessness, Defendant incurred damages in the amount of any money that it is adjudged to owe Plaintiffs or which it pays Plaintiffs in settlement of Plaintiffs' claims plus the cost of investigating and defending these claims.

30. Upon information and belief, Defendant is entitled to judgment for actual damages (collectively or individually) against Other Defendants in the amount of any monies that it is adjudged to owe Plaintiffs or which he pays Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense, and settlement of these claims.

FOR A SECOND CAUSE OF ACTION AGAINST "OTHER DEFENDANTS"
(Breach of Warranty)

31. Defendant incorporates the allegations from the above paragraphs.

32. Other Defendants expressly or impliedly warranted to Defendant that all work performed would be performed in a careful, diligent, and workmanlike manner and that any materials and/or services designed, supplied, or sold by them for use on the project would be merchantable and fit for their intended or specific purposes.

33. Upon information and belief, Other Defendants breached their implied and/or express warranties of merchantability, workmanlike service, and/or fitness for a particular or intended purpose in the original construction of the Project.

34. Upon information and belief, as a result of these breaches, Defendant incurred damages in the amount of any money that it is adjudged to owe Plaintiffs or which it pays Plaintiffs in settlement of Plaintiffs' claims plus the cost of investigating and defending these claims.

35. Upon information and belief, Defendant is entitled to judgment for actual damages (collectively or individually) against Other Defendants in the amount of any monies that it is adjudged to owe Plaintiffs or which it pays Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense, and settlement of these claims.

FOR A THIRD CAUSE OF ACTION AGAINST "OTHER DEFENDANTS"
(Indemnity)

36. Defendant incorporates the allegations of the above paragraphs.

37. Upon information and belief, Other Defendants negligently selected the materials and/or products and negligently installed and/or trained and instructed the installers about the proper manner for the installation of the materials and/or products.

38. To the extent, if any, that Defendant is held liable to Plaintiffs, such liability would be a direct and proximate result of the wrongful acts, omissions, negligence, and/or presentation of Other Defendants, which has damaged Defendant because Defendant has been subjected to liability and has incurred consequential damages in having to expend fees and costs in defending this lawsuit.

39. To the extent, if any, that the materials and/or products were defective or deficient in design, engineering, materials, installation, installation obstruction, and/or were not merchantable or fit for its particular or intended purposes, such defects and deficiencies result from the breach of the express and implied contractual obligations and warranties that Other Defendants provided. These acts damaged Defendant because Defendant has been subjected to liability and has

incurred consequential damages in having to expend fees and costs in defending this lawsuit.

40. Defendant is entitled to indemnification from Other Defendants for any liability Defendant is found to have to Plaintiff, and Defendant would be entitled to damages for Other Defendants' negligence and for Other Defendants' breaches of the implied and express warranties. In such a case, Defendant would be entitled to recover from Other Defendants for any moneys that it is adjudged to owe Plaintiffs or which it pays Plaintiffs in settlement of Plaintiffs' claims as well as costs and fees incurred in the investigation, defense, and settlement of these claims. To the extent, if any, Defendant is liable to Plaintiffs, Defendant is entitled to contractual and equitable indemnity from Other Defendants for any judgment or settlement amount, including reasonable attorney's fees. Further, to the extent liability or damages are imposed against Defendant, Defendant alleges its liability to Plaintiffs, if any, is only secondary or passive and Plaintiffs' damages, if any, were solely and proximately caused by the active or primary fault of Other Defendants. Therefore, Defendant pleads the right of contractual and equitable indemnity exists in its favor against Other Defendants because Defendant is exposed to the liability in this lawsuit, if at all, because of the primary wrongful acts and/or omissions of Other Defendants.

WHEREFORE, having answered and crossclaimed against certain other parties, Defendant asks this Court to dismiss the Amended Complaint and to grant such other and further relief as this Court deems just and proper.


TURNER PADGET

David S. Cobb
Post Office Box 22129
Charleston, South Carolina 29413-2129
Direct: (843) 576-2803
Fax: (843) 577-1629
dcobb@turnerpadget.com

Charleston, South Carolina

November 23, 2016

ATTORNEYS FOR DEFENDANT
COMPLETE BUILDING CORPORATION,
INC.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

Docket No. 2015-CP-10-955

PALMETTO POINTE AT PEAS)
ISLAND CONDOMINIUM)
PROPERTY OWNERS)
ASSOCIATION, INC., AND)
ELIZABETH A. BUSHEY,)
INDIVIDUALLY, AND ON)
BEHALF OF ALL OTHERS)
SIMILARLY SITUATED,)

Plaintiffs,)

v.)

ISLAND POINTE, LLC; LEONARD T.)
BROWNE; COMPLETE BUILDING)
CORPORATION, TRI-COUNTY)
ROOFING, INC., CREEKSIDE, INC.;)
AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON,)
ANDERSEN WINDOWS, INC.,)
ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC.)
N/K/A ATLANTIC CONSTRUCTION)
SERVICES, INC., CHRISTOPHER N.)
UNION, BUILDER SERVICES)
GROUP, INC. D/B/A GALE)
CONTRACTOR SERVICES, NOVUS)
ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC., TALLENT AND)
SONS, INC., W C SERVICES, INC.,)
CRG ENGINEERING, INC.,)
CERTAINTED CORPORATION,)
KELLY FLOORING PRODUCTS,)
INC., D/B/A CARPET BAGGERS,)
AND JOHN DOE 1-60,)

Defendants.)

TRI-COUNTY ROOFING, INC.,)

2016 NOV 29 PM 1:16
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

CERTIFICATE OF SERVICE

Third-Party Plaintiff,)
)
v.)
)
CORNERSTONE CONSTRUCTION)
AND MARK MALLOY D/B/A)
CORNERSTONE CONSTRUCTION,)
GUTTER WORKS, INC. AND)
MICHAEL L. SEGARS D/B/A)
GUTTER WORKS, MR. GUTTER;)
LITCHFIELD SEAMLESS GUTTERS)
& WINDOWS, LLC AND THOMAS)
LITCHFIELD D/B/A LITCHFIELD)
SEAMLESS GUTTER, MIRACLE)
SIDING, LLC AND WILSON LUCAS)
SALES D/B/A MIRACLE SIDING,)
LLC, MARK PALPOINT A/K/A)
MICAHA PALPOINT, ELROY ALONZO)
VASQUEZ, AND CHRIS A/K/A JOHN)
DOE 61)

Third-Party Defendants.)

COMPLETE BUILDING)
CORPORATION, INC.,)
)

Third-Party Plaintiff,)

v.)
)
ALDERMAN CONSTRUCTION,)
STANLEY'S VINYL FENCE)
DESIGNS, COHEN'S DRYWALL, and)
MOSELY CONCRETE,)
)

Third-Party Defendants.)

On November 28, 2016, I mailed a copy of **Defendant Complete Building Corporation, Inc.'s Answer to Amended Complaint and Crossclaims** to:

Edward D. Buckley, Jr.
Post Office Box 993
Charleston, South Carolina 29402
-and-

Brent Boyd
Post Office Box 6648
Columbia, South Carolina 29260
-and-

Justin O'Toole Lucey
Stephanie Drawdy
415 Mill Street
Mount Pleasant, South Carolina 29464
-and-
Joshua P. Cantwell
Post Office Box 600
Charleston, South Carolina 29402
Attorneys for Plaintiffs

F. Cordes Ford, IV
Post Office Box 999
Charleston, South Carolina 29402
**Attorneys for American
Residential Services, LLC d/b/a
ARS/Rescue Rooter Charleston**

R. Michael Ethridge
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401
**Attorneys for Cornerstone
Construction**

Andrew N. Cole
Christopher M. Adams
Post Office Box 12487
Columbia, South Carolina 29211
Attorneys for Tri-County Roofing

O. Carlisle Edwards, Jr.
Post Office Box 650007
Mount Pleasant, South Carolina 29465
Attorneys for Cohens Drywall

Joseph Scott McCue
Post Office Box 12487
Columbia, South Carolina 29211
**Attorneys for Builder Services
Group, Inc., and Gale Contractor
Services**

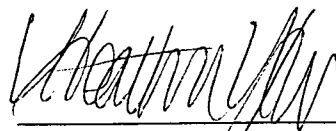
Jesse Ryan Oates
Post Office Box 212069
Columbia, South Carolina 29221
**Attorneys for Gutter Works, Inc.,
Gutter Works, and Michael L.
Segars**

Shanna Milcetic Stevens
Thomas Francis Drazan
Post Office Box 87
Charleston, South Carolina 29401
Attorneys for Mr. Gutter

Bonum S. Wilson, III
Post Office Box 13177
Charleston, South Carolina 29422
**Attorneys for Wilson Lucas Sales
d/b/a Miracle Siding, LLC and Eloy
Alonzo Vasquez**

S. Markey Stubbs
Post Office Box 8057
Columbia, South Carolina 29202
Attorneys for Creekside, Inc.

Robert Trippett Boineau, III
Post Office Box 12519
Columbia, South Carolina 29211
**Attorneys for Thomas Litchfield and
Litchfield Seamless Gutters &
Windows, LLC**



Heather Hagen

Turner | Padget

DAVID S. COBB

Direct Dial: (843) 576-2803

Direct Fax: (843) 577-1629

dcobb@turnerpadget.com

November 23, 2016

Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2210

Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Elizabeth A. Bushey, Individually, and on behalf of all others similarly situated v. Complete Building Corporation et al.

Docket No.: 2015-CP-10-955

TP File No.: 13640.101

Dear Ms. Armstrong:

We enclose the original and one copy of Defendant Complete Building Corporation, Inc.'s Answer to Amended Complaint and Crossclaims in this case. Please file the original and return a filed copy to me in the enclosed envelope. By copy of this letter, we are serving a copy and discovery requests to Plaintiff's attorney and all counsel of record. If you have any questions or need additional information, please call me at your convenience. With kind regards,

TURNER PADGET



David S. Cobb

DSC/hah
enclosures

cc: counsel of record (with enclosures)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Palmetto Pointe at Peas Island
Condominium Property Owners
Association, Inc., and Elizabeth A. Bushey,
individually, and one behalf of all others
similarly situated,

Plaintiffs,

vs.

Island Pointe, LLC; Leonard T. Browne;
Complete Building Corporation; Tri-
County Roofing, Inc.; Creekside, Inc.;
American Residential Services, LLC d/b/a
ARS/Rescue Rooter Charleston; Andersen
Windows, Inc.; Atlantic Building
Construction Services, Inc. n/k/a Atlantic
Construction Services, Inc.; Christopher N.
Union; Builder Services Group, Inc. d/b/a
Gale Contractor Services; Novus
Architects, Inc. f/k/a SGM Architects, Inc.;
Tallent and Sons, Inc.; W C Services, Inc.;
CRG Engineering, Inc.; Certainteed
Corporation; Kelly Flooring Products, Inc.
d/b/a Carpet baggers; and John Doe 1-60,

Defendants.

Tri-County Roofing, Inc.

Third-Party Plaintiff,

vs.

Cornerstone Construction and Mark Malloy
d/b/a Cornerstone Construction, Miracle
Siding, LLC and Wilson Lucas Sales d/b/a
Miracle Siding, LLC, Mark Palpoint a/k/a
Micah Palpoint, Eloy Alonzo Vazquez, and
Chris a/k/a John Doe 61,

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO: 2015CP1000955

ANSWER TO COMPLETE BUILDING
CORPORTATION'S ANSWER TO
AMENDED COMPLAINT AND
CROSSCLAIMS

(JURY TRIAL DEMANDED)

2016 DEC 16 PM 1:59
JULIE J. ARMSTRONG
CLERK OF COURT
BY g

FILED

Complete Building Corporation, Inc.,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Alderman Construction, Stanley's Vinyl	)
Fence Designs, Cohen's Drywall, and	)
Mosely Concrete,	)
	)
Third-Party Defendants.	)
	)

The Defendant, Tri-County Roofing, Inc. ("Tri-County"), answers Third-Party Defendant and Third-Party Plaintiff Complete Building Corporation, Inc.'s ("Complete Building") Answer to Plaintiffs' Amended Complaint and Cross-claims that was filed on November 29, 2016, by denying each and every allegation not hereinafter admitted, demanding strict proof thereof, and further responds as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Paragraphs 1 through 21 of Complete Building's Answer to Plaintiffs' Amended Complaint and Cross-claims constitute Complete Building's Answer and affirmative defenses to Plaintiff's Amended Complaint and do not require a response from Tri-County. However, to the extent the first set of numbered Paragraphs 1 through 21 infer or impute any liability to Tri-County, those allegations are denied.

2. Paragraphs 22 through 40 constitute Complete Building's Cross-Claims. Answering Paragraph 22, Tri-County restates and realleges its responses in Paragraph 1 above.

3. Tri-County admits upon information and belief the allegation of Paragraph 23.

4. Tri-County admits upon information and belief the allegation of Paragraph 24.

5. Tri-County admits upon information and belief the allegation of Paragraph 25.

6. Answering Paragraph 26, Tri-County restates and realleges its response in Paragraphs 1 through 5 above.

7. Paragraph 27 asserts a legal conclusion to which no response is required. However, to the extent Paragraph 27 infers or imputes any liability to Tri-County, those allegations are denied.

8. Tri-County denies the allegations contained in Paragraph 28.

9. Tri-County denies the allegations contained in Paragraph 29.

10. Tri-County denies the allegations contained in Paragraph 30.

11. Answering Paragraph 31, Tri-County restates and realleges its response in Paragraphs 1 through 10 above.

12. Tri-County lacks sufficient knowledge and information upon which to form a belief as to the truth or falsity of the allegations contained in Paragraph 32 as it relates to all named "Other Defendants" and, therefore, denies the same. By way of further response to paragraph 32, Tri-County craves reference to any express warranties for their terms and conditions and denies any allegations inconsistent therewith, and Tri-County asserts any work it performed on the subject property was done in a workmanlike manner and in accordance with construction industry customs, practices, and standards. To the extent Paragraph 32 infers or imputes any liability to Tri-County, those allegations are denied.

13. Tri-County denies the allegations contained in Paragraph 33.

14. Tri-County denies the allegations contained in Paragraph 34.

15. Tri-County denies the allegations contained in Paragraph 35.

16. Answering Paragraph 36, Tri-County restates and realleges its response in Paragraphs 1 through 15 above.

17. Tri-County denies the allegations contained in Paragraph 37.

18. Tri-County denies the allegations contained in Paragraph 38.

19. Tri-County lacks sufficient knowledge and information upon which to form a belief as to the truth or falsity of the allegations contained in Paragraph 39 as it relates to all “Other Defendants” and, therefore, denies the same. To the extent any express warranty exists and/or contract with Complete Building exists, Tri-County craves reference to the terms and conditions of said warranty and/or contract and denies any allegations inconsistent therein. To the extent Paragraph 39 infers or imputes any liability to Tri-County, those allegations are denied.

20. Tri-County denies the allegations contained in Paragraph 40.

21. Tri-County denies Complete Building is entitled to the requested relief in the “Wherefore” Paragraph of their Answer to Plaintiffs’ Amended Complaint and Cross-Claims as it relates to Tri-County.

FOR A SECOND DEFENSE

22. The Answer to Plaintiffs’ Amended Complaint and Cross-Claims fails to set forth sufficient facts to constitute a cause of action and, therefore, should be dismissed pursuant to Rule 12(b)(6), SCRCF.

FOR A THIRD DEFENSE

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

FOR A FOURTH DEFENSE

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

FOR A FIFTH DEFENSE

25. Such injuries or losses as Complete Building sustained, if any, were caused by the contributory negligence, carelessness, recklessness, willfulness, and wantonness of Complete Building, and Tri-County pleads Complete Building's contributory negligence as a complete defense to this action.

FOR A SIXTH DEFENSE

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

FOR A SEVENTH DEFENSE

27. Any injuries sustained by Complete Building were due to and caused by the sole negligence of third persons over whom Tri-County had no control, and therefore, Tri-County should not be liable to Complete Building in any sum whatsoever.

FOR AN EIGHTH DEFENSE

28. Any injuries sustained by Complete Building were due to and caused by the intervening and superseding acts of negligence, carelessness, recklessness, and gross negligence on the part of third persons as a proximate cause of injuries as alleged, if any, and therefore, Tri-County should not be liable to Complete Building in any sum whatsoever.

FOR A NINTH DEFENSE

29. Complete Building's claims may be barred by the doctrine of estoppel.

FOR A TENTH DEFENSE

30. Complete Building's claims may be barred or otherwise reduced due to Complete Building's failure to mitigate damages as required by law.

FOR AN ELEVENTH DEFENSE

31. Complete Building's claims may be barred by the doctrine of laches.

FOR A TWELFTH DEFENSE

32. Tri-County asserts that some or all of the claims against them are barred by applicable statutes of limitation or statutes of repose.

FOR A THIRTEENTH DEFENSE

33. Complete Building's claims may be barred by the doctrine of waiver.

FOR A FOURTEENTH DEFENSE

34. Any warranty extended to Complete Building has expired.

FOR A FIFTEENTH DEFENSE

35. To the extent that Complete Building asserts a claim for breach of express warranty, any warranty that was provided Complete Building is expired or otherwise limited by its terms.

FOR A SIXTEENTH DEFENSE

36. Any recovery by Complete Building must be reduced or offset by amounts Complete Building has received or will receive from others for the same injuries claimed in this lawsuit.

FOR A SEVENTEENTH DEFENSE

37. Complete Building either knew or should have known of any alleged deficiencies in the construction and accepted the same with such knowledge. As a result, Complete Building's recovery should be barred.

FOR AN EIGHTEENTH DEFENSE

38. Complete Building's claims are barred by the economic loss doctrine.

FOR A NINETEENTH DEFENSE

39. Any and all materials, work or services which Tri-County provided met all construction industry customs, practices, and standards applicable to Complete Building's claims.

FOR A TWENTIETH DEFENSE

40. Upon information and belief, and without waiving any defenses, Complete Building's causes of action for negligence and warranties are not independent causes of action from Complete Building's equitable indemnity and/or contractual indemnity claims and,

therefore, must be dismissed. *Stoneledge at Lake Keowee Owners' Ass'n, Inc. v. Clear View Const.*, 413 S.C. 615, 776 S.E.2d 426 (Ct. App. 2015).

FOR A TWENTY-FIRST DEFENSE

41. Tri-County incorporates by reference any affirmative defenses raised by any other Defendants in this action.

FOR A TWENTY-SECOND DEFENSE AND BY WAY OF RENEWING ITS THIRD-PARTY COMPLAINT TRI-COUNTY ALLEGES THE FOLLOWING

42. Tri-County hired certain subcontractors to perform construction work on the Palmetto Point at Peas Island project. Tri-County did not self-perform any of the work but, instead, supervised the specific work by its subcontractors. There are no changes to the allegations asserted by Tri-County in prior pleadings against the below referenced third-party defendants. Therefore, Tri-County will accept all prior answers from the below third-party defendants, and no new answers are required.

43. Cornerstone Construction Corporation and Mark Malloy d/b/a Cornerstone Construction is a South Carolina company located in Charleston County, South Carolina, and at all times relevant herein, performed siding installation, flashing, and other component work on one or more buildings at the Palmetto Point at Peas Island project.

44. Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding is a South Carolina company located in Berkeley County, South Carolina, and at all times relevant herein, performed siding installation, related flashings, and other component work on one or more buildings at the Palmetto Point at Peas Island project.

45. Mark Palpoint a/k/a Micah Palpoint is a South Carolina resident who, at all times relevant herein, installed Sealoflex waterproofing on one or more buildings at the Palmetto Point at Peas Island project.

46. Eloy Alonzo Vasquez was a South Carolina resident who, at all times relevant herein, installed roofing, flashing, other roofing components, and waterproofing on one or more buildings at the Palmetto Point at Peas Island project.

47. Chris a/k/a John Doe No. 61 is a resident of South Carolina and at all times relevant herein installed waterproofing on one or more of the buildings at the Palmetto Point at Peas Island project.

48. All of the Subcontractors listed above performed the described work on the buildings located at the Palmetto Point at Peas Island project.

49. All of the referenced Third-Party Defendants, collectively referenced as "Subcontractors," that were retained by Tri-County were required to obtain proper commercial general liability insurance coverage of sufficient limits and further to list Tri-County as an additional insured in these policies.

FOR A FIRST THIRD-PARTY CAUSE OF ACTION
(Negligence)

50. Tri-County realleges its assertions set forth in Paragraphs 65 through 72 as if restated herein verbatim.

51. The various Subcontractors were required to perform their work in accordance with applicable building codes, installation guidelines, industry standards, and in a good and workmanlike manner.

52. However, it is alleged the work these Subcontractors performed did not comply with the applicable standards.

53. Tri-County has denied the substantive allegations alleged against it; however, if the Subcontractors' work is found to be deficient, then the Subcontractors have breached their duty to perform this work correctly.

54. The Subcontractors' breaches of their duties are the proximate cause of the damages suffered by Tri-County.

55. Tri-County is damaged by these breaches by having to expend time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A SECOND THIRD-PARTY CAUSE OF ACTION
(Breach of Express and Implied Warranties)

56. Tri-County realleges its assertions set forth in Paragraphs 65 through 78 as if restated herein verbatim.

57. The Subcontractors warranted and expressly stated that the work they performed at the Palmetto Point at Peas Island project was performed in a workmanlike manner, free of defects, and commensurate with all applicable building codes and installation details.

58. Although Tri-County has denied the substantive allegations asserted against it, to the extent there are deviations with the actual installation of the work by the Subcontractors, the Subcontractors have breached their implied and express warranties owed Tri-County.

59. Tri-County is damaged by these breaches by having to expend time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A THIRD THIRD-PARTY CAUSE OF ACTION
(Breach of Contract)

60. Tri-County realleges its assertions set forth in Paragraphs 65 through 82 as if restated herein verbatim.

61. Through either formal contract, purchase order, and/or otherwise, the various Subcontractors contracted with Tri-County to supply labor and/or materials for roofing, siding, waterproofing, gutters, and/or related work on the Palmetto Point at Peas Island project.

62. In addition to the construction scope of work, each of the Subcontractors promised and in fact was required to include Tri-County as an additional insured on their commercial general liability policies. This term was a significant requirement for the Subcontractors to be hired by Tri-County to work on this project.

63. Although Tri-County has denied all substantive allegations, to the extent the work performed by the Subcontractors does not meet their contractual obligations, they are in breach of their subcontracts with Tri-County. Furthermore, to the extent the subcontractors did not list Tri-County as an additional insured and/or do not defend Tri-County as an additional insured, they are in breach of their subcontract agreements.

64. Tri-County is damaged by these breaches by having to expend time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A FOURTH THIRD-PARTY CAUSE OF ACTION
(Indemnity)

65. Tri-County realleges its assertions set forth in Paragraphs 65 through 87 as if restated herein verbatim.

66. By their relationship as principal and subcontractor, there is a special relationship between Tri-County and the Subcontractors.

67. Tri-County has been named in a lawsuit claiming damages for work that was performed by and alleged defects that are the sole responsibility of the Subcontractors.

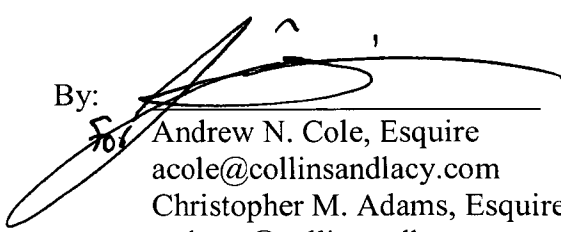
68. Although Tri-County denies the Plaintiffs' allegations, to the extent the Subcontractors' work is found to be defective, these defects are caused by and born by the Subcontractors alone for liability that Tri-County does not share.

69. Therefore, Tri-County should be indemnified and held harmless by the Subcontractors to the full extent of the law.

70. Tri-County specifically reserves any additional and/or affirmative defenses as may become available to them or revealed to them during the course of the investigation and/or discovery in this case.

Wherefore, having fully answered Complete Building's Answer to Plaintiffs' Amended Complaint and Cross-Claims, Tri-County respectfully the allegations be dismissed. Furthermore, Tri-County prays for judgment against the Subcontractors with its Renewed Third-Party Claims. Tri-County prays for costs, expenses, attorneys' fees, punitive damages, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,
COLLINS & LACY, P.C.

By: 

561 Andrew N. Cole, Esquire
acole@collinsandlacy.com
Christopher M. Adams, Esquire
cadams@collinsandlacy.com
Post Office Box 12487
Columbia, SC 29211
803.256.2660

ATTORNEYS FOR TRI-COUNTY
ROOFING, INC.

Columbia, South Carolina
December 14, 2016

CERTIFICATE OF SERVICE

The undersigned employee of Collins & Lacy, P.C., Attorneys at Law, Post Office Box 12487, 1330 Lady Street, Sixth Floor, Columbia, South Carolina 29211, does hereby certify that (s)he has served the following named individual(s) with a copy of the pleading(s) indicated below via electronic mail and/or by mailing a copy of same to them in the United States mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

COUNSEL SERVED:

Edward D. Buckley, Jr., Esquire
PO Box 993
Charleston, SC 29402
Counsel for Plaintiffs

Brandon T. Reeser, Esquire
Bonum Wilson, Esquire
Wilson & Heyward, LLC
PO Box 13177
Charleston, SC 29422
Counsel for Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC; and Eloy Alonzo Vasquez

David S. Cobb, Esquire
Turner Padgett Graham & Laney, PA
PO Box 22129
Charleston, SC 29413
Counsel for Complete Building Corp.

R. Michael Ethridge, Esquire
Suzanne Hogg, Esquire
Carlock Copeland & Stair, LLC
40 Calhoun Street, Suite 400
Charleston, SC 29401
Counsel Cornerstone Construction and Mark Malloy d/b/a Cornerstone Construction

O. Carlisle Edwards, Jr., Esquire
McAngus Goudelock & Courie, LLC
735 Johnnie Dodds Blvd., Ste. 200
Mt. Pleasant, SC 29465
Counsel for Cohen's Drywall

Justin O. Lucey, Esquire
Stephanie Drawdy, Esquire
Lucey Law Firm
415 Mill Street
Mt. Pleasant, SC 29464
Counsel for Plaintiffs

F. Cordes Ford, IV, Esquire
Scott Forster, Esquire
Womble Carlyle Sandridge & Rice, LLP
PO Box 999
Charleston, SC 29402
Counsel for American Residential Services, LLC and ARS Rescue Rooter Charleston

Joseph S. McCue, Esquire
Collins & Lacy, PC
PO Box 12487
Columbia, SC 29211
Counsel for Builder Service's Group, Inc. d/b/a Gale Contractor Services

Adam Ribbock, Esquire
R. Trippett Boineau, III, Esquire
McAngus Goudelock & Courie, LLC
PO Box 12519
Columbia, SC 29211
Counsel for Alderman Construction

S. Markey Stubbs, Esquire
Baker Ravenel Bender
PO Box 8057
Columbia, SC 29202
Counsel for Creekside, Inc.

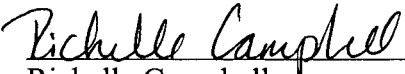
2016 DEC 16 PM 1:59
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

Brent M. Boyd, Esquire
Murphy & Grantland, PA
Post Office Box 6648
Columbia, SC 29202
*Counsel for Kelly Flooring Products, Inc.
d/b/a Carpet Baggers*

PLEADING:

**TRI-COUNTY ROOFING, INC.'S ANSWER TO COMPLETE BUILDING
CORPORTATION'S ANSWER TO AMENDED COMPLAINT AND CROSSCLAIMS**


Richelle Campbell
Columbia, South Carolina
December 14, 2016



Andrew N. Cole | D: 803.255.0433 | E: acole@collinsandlacy.com

December 14, 2016

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

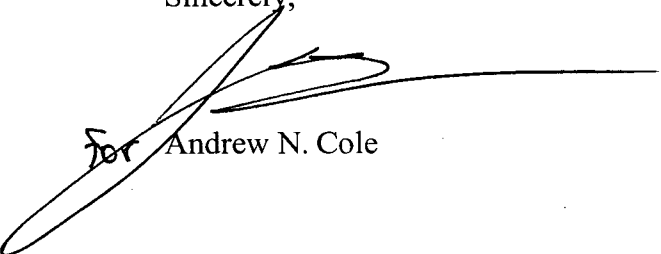
Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc., and Kathy Milner, individually, and one behalf of all others similarly situated v. Island Pointe, LLC, Leonard T. Browne, Complete Building Corporation, Tri-County Roofing, Inc., Creekside, Inc., American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston, and John Doe 1-60 / Tri-County Roofing, Inc. v. Cornerstone Construction and Mark Malloy d/b/a Cornerstone Construction, Gutter Works, Inc. and Michael L. Segars d/b/a Gutter Works, Mr. Gutter, Litchfield Seamless Gutters & Windows, LLC and Thomas Litchfield d/b/a Litchfield Seamless Gutters, Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC, Mark Palpoint a/k/a Micah Palpoint, Eloy Alonzo Vazquez, and Chris a/k/a John Doe 61/Complete Building Corporation, Inc. v. Alderman Construction, Stanley's Vinyl Fence Designs, Cohen's Drywall, and Mosely Concrete
Civil Action No. 2015CP1000955
Claim No. THA10396
C&L File No. 001083-00167

Dear Ms. Armstrong:

Enclosed for filing please find the original and one copy of Tri-County Roofing, Inc.'s Answer to Complete Building Corporation's Answer to Plaintiffs' Amended Complaint and Crossclaims in the above matter. Please file the original and return a clocked-in copy to me.

With warmest regards,

Sincerely,


for Andrew N. Cole

Enclosures
cc/enc: All Counsel of Record
(via e-mail only)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PALMETTO POINTE AT PEAS ISLAND)
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND JACK)
LOVE, INDIVIDUALLY, AND ON)
BEHALF OF ALL OTHERS SIMILARLY)
SITUATED,)

PLAINTIFFS,)

vs.)

ISLAND POINTE, LLC; COMPLETE)
BUILDING CORPORATION; TRI-)
COUNTY ROOFING, INC.; CREEKSIDE,)
INC.; AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON; ANDERSEN)
WINDOWS, INC.; ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC. N/K/A)
ATLANTIC CONSTRUCTION SERVICES,)
INC.; BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR SERVICES;)
NOVUS ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND)
SONS, INC.; W C SERVICES, INC.; CRG)
ENGINEERING, INC.; CERTAINTEED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC., D/B/A CARPET)
BAGGERS; CORNERSTONE)
CONSTRUCTION AND MARK MALLOY)
D/B/A CORNERSTONE CONSTRUCTION;))
MIRACLE SIDING, LLC AND WILSON)
LUCAS SALES D/B/A MIRACLE SIDING,)
LLC; MARK PALPOINT A/K/A MICAH)
PALPOINT; ELROY ALONZO VASQUEZ;))
CHRIS A/K/A JOHN DOE 61;)
ALDERMAN CONSTRUCTION;)
STANLEY'S VINYL FENCE DESIGNS;)
COHEN'S DRYWALL COMPANY, INC.;)
MOSELY CONCRETE;)
HAND A FRAMING CONSTRUCTION,)
LLC A/K/A H&A FRAMING)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO. 2015-CP-10-0955

FILED
JULIE J. VANHORN
CLERK OF COURT
JUL 14 2015
P1 1:31

SECOND AMENDED SUMMONS

CONSTRUCTION, LLC AND D/B/A	)
H AND A FRAMING, LLC, H&A	)
CONSTRUCTION, AND HAND A	)
CONSTRUCTION; JMC	)
CONSTRUCTION, INC.; JMC	)
CONSTRUCTION, LLC; JOHN DOE 1-	)
15,	)
	)
DEFENDANTS.	)
COMPLETE BUILDING CORPORATION,	)
INC.,	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
VS.	)
	)
LEONARD T. BROWNE AND	)
CHRISTOPHER N. UNION,	)
	)
THIRD-PARTY DEFENDANTS.	)
CREEKSIDE, INC.,	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
VS.	)
	)
CHRISTOPHER N. UNION,	)
	)
THIRD-PARTY DEFENDANT.	)

YOU ARE HEREBY SUMMONED and required to answer the Second Amended Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Amended Complaint upon the subscriber at his office at 415 Mill Street, Post Office Box 806, Mount Pleasant, South Carolina within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer within the prescribed time, a judgment by default will be rendered against you for the amount or other remedy requested in the attached Second Amended Complaint plus interest and costs.

JUSTIN O'TOOLE LUCEY, P.A.

BY: 

Justin Lucey, Esquire
Stephanie Drawdy, Esquire
415 Mill Street
Post Office Box 806
Mount Pleasant, S.C. 29465-0806

-and-

Edward D. Buckley, Jr.
YOUNG CLEMENT RIVERS, LLP
P.O. Box 993
Charleston, SC 29402
(843) 724-5446

Attorneys for the Plaintiffs

Charleston, South Carolina

Dated: 11/2/2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PALMETTO POINTE AT PEAS ISLAND)
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND JACK)
LOVE, INDIVIDUALLY, AND ON)
BEHALF OF ALL OTHERS SIMILARLY)
SITUATED,)
)

PLAINTIFFS,)
)

vs.)
)

ISLAND POINTE, LLC; COMPLETE)
BUILDING CORPORATION; TRI-)
COUNTY ROOFING, INC.; CREEKSIDE,)
INC.; AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON; ANDERSEN)
WINDOWS, INC.; ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC. N/K/A)
ATLANTIC CONSTRUCTION SERVICES,)
INC.; BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR SERVICES;)
NOVUS ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND)
SONS, INC.; W C SERVICES, INC.; CRG)
ENGINEERING, INC.; CERTAINTEED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC., D/B/A CARPET)
BAGGERS; CORNERSTONE)
CONSTRUCTION AND MARK MALLOY)
D/B/A CORNERSTONE CONSTRUCTION;))
MIRACLE SIDING, LLC AND WILSON)
LUCAS SALES D/B/A MIRACLE SIDING,)
LLC; MARK PALPOINT A/K/A MICAH)
PALPOINT; ELROY ALONZO VASQUEZ;))
CHRIS A/K/A JOHN DOE 61;)
ALDERMAN CONSTRUCTION;)
STANLEY'S VINYL FENCE DESIGNS;)
COHEN'S DRYWALL COMPANY, INC.;)
MOSELY CONCRETE;)
HAND A FRAMING CONSTRUCTION,)
LLC A/K/A H&A FRAMING)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO. 2015-CP-10-0955

FILED
2017 NOV -2 PM 1:31
CLERK OF COURT
JAMES W. HARRIS

**PLAINTIFFS' SECOND
AMENDED COMPLAINT**

CONSTRUCTION, LLC AND D/B/A	)
H AND A FRAMING, LLC, H&A	)
CONSTRUCTION, AND HAND A	)
CONSTRUCTION; JMC	)
CONSTRUCTION, INC.; JMC	)
CONSTRUCTION, LLC; JOHN DOE 1-	)
15,	)
	)
DEFENDANTS.	)
COMPLETE BUILDING CORPORATION,	)
INC.,	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
VS.	)
	)
LEONARD T. BROWNE AND	)
CHRISTOPHER N. UNION,	)
	)
THIRD-PARTY DEFENDANTS.	)
CREEKSIDE, INC.,	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
VS.	)
	)
CHRISTOPHER N. UNION,	)
	)
THIRD-PARTY DEFENDANT.	)

The Plaintiffs, Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, individually and on behalf of all others similarly situated, complaining of the Defendants named herein, would respectfully allege and show the Court as follows:

PARTIES AND JURISDICTIONAL STATEMENT

1. Plaintiff Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. ("POA") is a non-profit corporation organized and existing under the laws of the State of South Carolina.

2. The POA is the property owners association for the Palmetto Pointe at Peas Island Horizontal Property Regime.

3. The Palmetto Pointe at Peas Island Horizontal Property Regime is a Horizontal Property Regime ("Palmetto Pointe") which exists by virtue of a Master Deed dated January 6, 2006 and recorded on January 10, 2006 in the RMC Office of Charleston County in Book W568, Page 532 and the Amended and Restated Master Deed dated January 19, 2007 and recorded January 22, 2007 in the RMC Office of Charleston County in Book R612, Page 823.

4. Palmetto Pointe originally consisted of forty (40) townhome style condominiums located in twenty (20) buildings and related common elements and a clubhouse, which are located in Charleston County, South Carolina. There are four (4) recently built units in two (2) buildings, which are not subject to this matter.

5. By virtue of governing documents and the South Carolina Horizontal Property Regime Act, S.C. Code § 27-31-10, *et. seq.*, the POA is charged with certain duties, powers, rights and authority in connection with Palmetto Pointe.

6. The POA is charged with, *inter alia*, the management and administration of Palmetto Pointe, the investigation, maintenance and repair of Palmetto Pointe's Common Elements and other areas of responsibility, including exteriors and roofs, and has the right and obligation to bring this action on behalf of Palmetto Pointe, the POA, and the respective owners

and members. Additionally, the POA is the assignee of homeowner interests relating to these claims and repairs.

7. Plaintiff Jack Love (hereinafter "Plaintiff Love") is an owner of a condominium within Palmetto Pointe more particularly described as 1651 Folly Creek Way, Charleston, South Carolina, 29412, and he owns an undivided interest in all other property within the Palmetto Pointe regime, except such property comprising the remaining thirty-nine (39) units.

8. By virtue of property ownership in Palmetto Pointe, Plaintiff Love is a member of the POA, has been a member of the POA at all times relevant hereto, and has ownership and membership rights relating thereto.

9. Defendant Island Pointe, LLC ("Island Pointe") is a limited liability company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Island Pointe was engaged in the business of designing, developing, marketing, constructing, and/or selling condominiums in Charleston County, South Carolina.

10. Defendant Complete Building Corporation (hereinafter "Complete Building") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Complete Building was engaged in the business of designing and constructing condominiums in Charleston County, South Carolina.

11. At all times relevant hereto, Island Pointe and Complete Building were acting in concert with each other, and as agents for each other, and each are jointly responsible for each other's failures.

12. Defendant Tri-County Roofing, Inc. (hereinafter "Tri-County Roofing") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Tri-County Roofing supplied materials and installed roofing and related

materials, among other work, at Palmetto Pointe. Tri-County also supplied siding, flashing, deck waterproofing, gutters and other materials at Palmetto Pointe.

13. Defendant Creekside. Inc. (hereinafter "Creekside") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Creekside supplied materials and applied painting and caulking, among other work, at Palmetto Pointe.

14. Defendant American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston (hereinafter "ARS") is a limited liability company organized and existing under the laws of the State of Delaware. At all times relevant to this action, ARS supplied materials and installed the HVAC systems, among other work, at Palmetto Pointe.

15. Defendant Andersen Windows, Inc. (hereinafter "Andersen") is a corporation organized and existing under the laws of the State of Minnesota. At all times relevant to this action, Andersen supplied windows and related products at Palmetto Pointe.

16. Defendant Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc. (hereinafter "Atlantic") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Atlantic supplied materials and installed framing, metal fabrications, rough carpentry, metal plate connected wood trusses, weather resistant barriers, sheet metal flashing and trim, joint sealants, and wood windows and doors, among other work and products, at Palmetto Pointe.

17. Defendant Builder Services Group, Inc. d/b/a Gale Contractor Services (hereinafter "BSG") is a corporation organized and existing under the laws of the State of Florida. At all times relevant to this action, BSG supplied materials and installed fireplaces, among other work, at Palmetto Pointe.

18. Defendant Novus Architects, Inc., f/k/a SGM Architects, Inc. (hereinafter “Novus”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Novus performed design work, among other work, at Palmetto Pointe.

19. Defendant Tallent and Sons, Inc. (hereinafter “Tallent”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Tallent performed grading and paving work, among other work, at Palmetto Pointe.

20. Defendant W C Services, Inc. (hereinafter “W C”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, WC supplied and installed fire sprinkler systems and related components, among other work, at Palmetto Pointe.

21. Defendant CRG Engineering, Inc. (hereinafter “CRG”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, CRG provided civil engineering services, among other work, at Palmetto Pointe.

22. Defendant CertainTeed Corporation (hereinafter “CertainTeed”) is a corporation organized and existing under the laws of the State of Delaware. At all times relevant to this action, CertainTeed manufactured and supplied aluminum trim coil stock and siding, among other products, at Palmetto Pointe.

23. Defendant Kelly Flooring Products, Inc. d/b/a Carpet Baggers (hereinafter “Carpet Baggers”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Carpet Baggers supplied materials and installed carpet, wood flooring and related materials, among other work, at Palmetto Pointe.

24. Defendants Cornerstone Construction Corporation and Mark Malloy d/b/a Cornerstone Construction (“Cornerstone”) are South Carolina companies located in Charleston County, South Carolina. At all times relevant to this action, Cornerstone supplied materials and installed siding, flashing, and related components, among other work, at Palmetto Pointe.

25. Defendant Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding (“Miracle Siding”) is a Limited Liability Company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Miracle Siding supplied materials and installed siding, flashing, and related components, among other work, at Palmetto Pointe.

26. Defendant Mark Palpoint a/k/a Micah Palpoint (“Palpoint”) is a South Carolina resident who, at all times relevant to this action, installed Sealoflex waterproofing, among other work, at Palmetto Pointe.

27. Defendant Eloy Alonzo Vasquez (“Vasquez”) was a South Carolina resident who, at all times relevant to this action, installed roofing, flashing, other roofing components, and waterproofing, among other work, at Palmetto Pointe.

28. Defendant Chris a/k/a John Doe No. 61 (“Doe No. 61”) is a resident of South Carolina and, at all times relevant to this action, installed waterproofing, among other work at Palmetto Pointe.

29. Defendant Alderman Construction, Inc. (“Alderman”) is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Alderman supplied and installed interior trim, among other work, at Palmetto Pointe.

30. Defendant Stanley's Vinyl Fence Designs (“Stanley’s”), is a North Carolina company located in Kinston, North Carolina. At all times relevant to this action, Stanley’s supplied and installed residential railings, among other work, at Palmetto Pointe.

31. Defendant Cohen's Drywall Company, Inc. ("Cohen's") is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Cohen's supplied and installed insulation and drywall, among other work, at Palmetto Pointe.

32. Defendant Mosley Concrete ("Mosley") is a South Carolina company located in Richland County, South Carolina. At all times relevant to this action, Mosley supplied and installed concrete, among other work, at Palmetto Pointe.

33. Defendant H and A Framing Construction, LLC a/k/a H&A Framing Construction, LLC and d/b/a Hand A Framing, LLC, H&A Construction, and Hand A Construction ("H&A") is a South Carolina limited liability company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, H&A supplied materials and installed framing, among other work and products, at Palmetto Pointe.

34. Defendant JMC Construction, Inc. and JMC Construction, LLC (collectively "JMC") is a South Carolina corporation and a limited liability company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, JMC supplied materials and installed framing, among other work and products, at Palmetto Pointe

35. The address and identity of all John Doe Defendants are unknown at this time.

36. Defendants John Doe #1-15 (hereinafter "John Doe Defendants") are subcontractors and/or other entities involved in the design, development, marketing, construction, material manufacturing and/or supplying, and/or sale of Palmetto Pointe.

37. Defendant Andersen, CertainTeed, and John Doe #1 are hereinafter referred to collectively as the "Manufacturing and Supplier Defendants."

38. This Honorable Court has jurisdiction over all subject matter alleged herein and over all parties hereto and venue is proper in this forum.

FACTUAL ALLEGATIONS

39. This matter arises out of the design, development, construction, and sale of Palmetto Pointe.

40. At the time the Certificates of Occupancy were issued, Palmetto Pointe contained latent building defects.

41. The latent building defects in combination with fortuitous weather, repeated water intrusion and/or other events have resulted in consequential damage to other building components and other property.

42. A preliminary inspection of Palmetto Pointe evidences failure of one or more components the exterior building envelopes; water intrusion into and through the exterior building envelope; and resulting consequential damage to non-defective building components, structural members, and other property. Inspection also reveals failure of other various and sundry building components, with consequential damages resulting therefrom.

43. Defendants had a duty to design, develop, construct, and repair Palmetto Pointe in a workmanlike manner with suitable materials and free from all defects.

44. The aforementioned deficiencies and consequential damages evidence that Defendants breached their duties to Plaintiffs.

45. The Defendants' acts and omissions, individually and collectively, have resulted in building deficiencies, consequential damages, and partial loss of use and enjoyment.

46. Remedying the above-wrongs will result in additional consequential damages and loss of use.

47. As a direct and proximate result of Defendants' violation of their legal duties, Plaintiffs and class members have been proximately damaged in an amount to be determined by the trier of fact, and have had to incur reasonable attorney's fees and costs for the retention of experts to determine the damage and the scope of work for repair.

48. Upon information and belief, the water intrusion and resulting consequential damages have occurred and have been occurring in each and every year since the completion of construction and constitute "occurrences" and "property damage" under the standard and/or typical commercial general liability policies.

CLASS ACTION ALLEGATIONS

49. Pursuant to the common law of South Carolina and Rule 23 of the South Carolina Rules of Civil Procedure ("SCRCP"), Plaintiff Love brings this action both individually and as a proposed class action against Defendants on behalf of himself and all other similarly situated persons and entities, who own, per the class definition, a condominium within Palmetto Pointe (hereinafter collectively referred to as the "Class"). The Class is particularly defined as follows:

All persons and entities that own a townhome style condominium within Palmetto Pointe located in Charleston, South Carolina.

Excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendants and any entity in which Defendants have a controlling interest or which have a controlling interest in Defendants; (c) Defendants' legal representatives, assigns and successors of Defendants; (d) Defendants' current or former employees, investors, members, or officers; (e) all persons who properly execute and file a timely request for exclusion from the Class; and (f) the owners of the four excluded units referenced in Paragraph 4.

50. *Numerosity*: The Class is composed of in excess of forty (40) persons or entities geographically dispersed throughout the State of South Carolina and the United States, the

joinder of whom in one action is impractical. When spouses and co-owners are considered, the Class is expected to be in excess of sixty (60) members.

51. *Commonality*: Questions of law and fact common to the Class exist as to all members of the Class and predominate over any questions affecting only individual members of the Class. These common legal and factual issues include the following:

- a) Whether the construction of Palmetto Pointe was defective;
- b) Whether Defendants knew or should have known of the defects;
- c) Whether Defendants failed to disclose to purchasers and/or homeowners the defects;
- d) Whether Defendants have acted or refused to act on grounds generally applicable to the Class;
- e) Whether Defendants are financially responsible to pay the full costs and expenses of repair of said defective conditions;
- f) Whether Defendants' expertise, superiority, and financial interest in sales transactions gave rise to a duty to disclose the material facts which were concealed; thereby, giving rise to a claim for fraudulent concealment;
- g) Whether Plaintiffs and the Class are entitled to compensatory damages, including, among other things: (i) compensation for repair of their condominiums; (ii) temporary repairs; and (iii) compensation for loss of use; and
- h) Whether Defendants negligently designed, developed, and/or constructed Palmetto Pointe.

52. *Typicality*: Plaintiffs' claims are typical of the claims of the members of the Class, as all such claims arise out of Defendants' wrongful conduct in designing, developing, constructing, and selling Palmetto Pointe, Defendants' conduct in concealing the defective condition of Palmetto Pointe, and Plaintiffs' and Class Members' purchasing homes containing building defects.

53. *Adequate Representation*: Plaintiff Love will fairly and adequately protect the interests of the members of the Class and has no interests antagonistic to those of the Class. Plaintiff Love has retained counsel experienced in the prosecution of construction defect claims

and complex litigation, including consumer class actions involving product liability and product design defects.

54. *Predominance and Superiority*: This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members, and a Class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Should individual Class Members be required to bring separate actions, this Court would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single Court.

55. Defendants have acted on grounds generally applicable to the Class. Class certification is appropriate under South Carolina law because Defendants engaged in a uniform and common practice. All Class Members have the same legal right to and interest in redress for damages associated with the defective conditions existing within Palmetto Pointe.

56. Plaintiff Love and the Class envision no unusual difficulty in the management of this action as a class action.

57. Each Class Member has an interest of more than \$100.00.

58. The amount of money at stake for each Class Member is not sufficient for each member to hire his own counsel and engineers and bring their own action.

**ESTOPPEL FROM PLEADING AND TOLLING OF
APPLICABLE STATUTES OF LIMITATIONS**

59. Defendants are estopped from relying on any statutes of limitation or repose by virtue of their acts. Upon information and belief, Defendants should have known Palmetto Pointe was defectively constructed and failed to alert the Plaintiffs of Palmetto Pointe's defective condition.

60. Defendants had a duty to inform Plaintiffs of the defects described herein, which they should have known. Notwithstanding their duty, Defendants never disclosed the defects to Plaintiffs.

61. Despite exercising reasonable diligence, Plaintiffs could not have discovered the defective condition of Palmetto Pointe.

62. Given Defendants' failure to disclose this non-public information about the defective nature of Palmetto Pointe - information over which they had exclusive control and because Plaintiffs could not reasonably have known of Palmetto Pointe's defective nature, Defendants are estopped from relying on any statutes of limitations or repose that might otherwise be applicable to the claims asserted herein.

63. Defendants are further estopped from relying upon any statute of limitations as they have represented to Plaintiffs that they are only responsible for correcting work for a period of one year after sale.

**ESTOPPEL FROM PLEADING ANY ANTI-SUIT PROVISIONS
CONTAINED IN PALMETTO POINTE'S MASTER DEED AND BY-LAWS**

64. Island Pointe is estopped from relying on any antisuit provisions contained in Palmetto Pointe's Master Deed and By-Laws because said provisions are void pursuant to public policy and the Horizontal Property Regime Act and/or are voidable as such constitutes a breach of Island Pointe's fiduciary duties to Plaintiffs.

FOR A FIRST CAUSE OF ACTION
(Negligence/Gross Negligence as to All Defendants)

65. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

66. At all times relevant hereto, the Defendants, their agents, servants, employees, and subcontractors undertook and had a duty to Plaintiffs to exercise and use due care in the design and construction of Palmetto Pointe in a good workmanlike manner and with suitable materials, in accordance with the applicable building codes, state law, good design, and in conformance with the prevailing industry standards.

67. Defendants breached their duties to Plaintiffs and the Class in a manner that was negligent, careless, reckless, willful, and wanton in the following particulars:

- a) In designing, developing, constructing, and selling Palmetto Pointe with construction deficiencies including those previously identified;
- b) In failing to design and construct Palmetto Pointe in accordance with due care, good workmanship, and in accordance with standard building practices and the plans;
- c) In failing to design and construct Palmetto Pointe in accordance with the building code;
- d) In failing to properly supervise the work and construction of Palmetto Pointe;
- e) In failing to properly coordinate the subcontractors;
- f) In failing to design and construct an adequate exterior building envelope;
- g) In failing to act as a reasonable person would in the circumstances then and there prevailing;
- h) In covering up their own defective work and the defective work of others;
- i) In failing to make proper repairs; and
- j) Such other failures to be proven at trial.

68. Any violations of applicable building codes constitute negligence *per se*.

69. Plaintiffs and the Class have been damaged as a direct and proximate result of the negligence, carelessness, recklessness, willfulness, and wantonness of the Defendants.

70. If it is shown that said failures were committed with gross negligence and/or reckless disregard for the rights of others, and/or constituted negligence per se, Plaintiffs and Class are entitled to an award of punitive damages against the Defendants.

FOR A SECOND CAUSE OF ACTION
(Breach of Warranty as to all Defendants)

71. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if more fully set forth herein.

72. The design, construction, and/or sale of Palmetto Pointe came with express and implied warranties that the work would be performed in a careful, diligent and workmanlike manner and that Palmetto Pointe would be constructed with suitable materials and components and free from all defects and be of superior quality befitting of an upscale condominium complex.

73. The design, construction, and/or sale of Palmetto Pointe, and the components used therein, came with implied warranties of fitness, merchantability, and workmanship.

74. Additionally, Island Pointe owed Plaintiffs a warranty of habitability.

75. Defendants have breached their warranties by constructing Palmetto Pointe in a defective manner as set forth above.

76. As a direct and proximate result of the Defendants' breach of the implied warranty, Plaintiffs have suffered actual and consequential damages.

FOR A THIRD CAUSE OF ACTION
(Strict Liability in Tort: *S.C. Code Ann. § 15-73-10 et seq.* as to
Manufacturing and Supplier Defendants)

77. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if more fully set forth herein.

78. In manufacturing and supplying products for the construction of Palmetto Pointe, the Manufacturing and Supplier Defendants (including Andersen, CertainTeed, and John Doe. No. 1) placed products into the stream of commerce.

79. By introducing their products into the stream of commerce, the Manufacturing and Supplier Defendants represented said products were safe and suitable for their foreseeable use.

80. In the manufacture and supply of products to Palmetto Pointe, Manufacturing and Supplier Defendants anticipated and expected that their products would reach the public in substantially the same condition in which they were designed, developed, constructed, and sold.

81. The Manufacturing and Supplier Defendants have supplied and manufactured their products in a defective manner unreasonably dangerous to persons and/or property other than the products themselves, which has resulted in repeated water intrusion into and damage to Palmetto Pointe and other building deficiencies.

82. Plaintiffs could not have discovered the product defects through the exercise of reasonable care.

83. The cost of altering the design, construction, and/or repair of the products supplied to Palmetto Pointe was substantially less than the resulting damage, cost, and injury suffered by the Plaintiffs.

84. The design and manufacture of the products supplied to Palmetto Pointe was inherently defective as sold and was a direct and proximate cause of the damages suffered by Plaintiffs.

85. The Manufacturing and Supplier Defendants are therefore liable to Plaintiffs under the doctrine of strict liability in an amount to be determined by the trier of fact.

FOR A FOURTH CAUSE OF ACTION
(Unfair Trade Practices as to Island Pointe)

86. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

87. At all times relevant herein, Island Pointe was engaged in the business of developing, designing, constructing, and selling Palmetto Pointe, and thereby placing Palmetto Pointe into the stream of commerce.

88. Island Pointe was engaged in commerce as defined by the South Carolina Unfair Trade Practices Act.

89. Island Pointe's above-described activities, including placing Palmetto Pointe with defective design and construction into the stream of commerce, failing to comply with the building code, failing to disclose those defects to potential and actual purchasers, and other acts to be shown through the course of discovery and at trial, constitute unfair and deceptive practices in the conduct of Island Pointe's trade.

90. Island Pointe's above-described acts are capable of repetition and adversely affect the public interest.

91. Island Pointe knew or should have known that its conduct was in violation of the S.C. Code Ann. § 39-5-20.

92. As a direct, foreseeable, and proximate result of Island Pointe's unfair trade practices in South Carolina, Plaintiffs have suffered significant damage and have and will incur attorney's fees and the costs and expenses of this action.

FOR A FIFTH CAUSE OF ACTION
(Declaratory Action/Reformation as to Island Pointe)

93. Plaintiffs re-allege the allegations, which are not inconsistent with this cause of action and are contained in the above paragraphs as if fully set forth herein.

94. The anti-suit provisions of the Palmetto Pointe Master Deed are in violation of public policy, statutory law and/or provisions of the Constitution, and the Island Pointe's fiduciary duties.

95. Plaintiffs are entitled to a declaration by this Court that the anti-suit provisions included within the Master Deed by Island Pointe are in violation of statutory law and/or provisions in the Constitution and are therefore void and/or require reformation to eliminate the subject provisions.

96. As the provisions in the Master Deed are severable, the Plaintiffs are entitled to a declaration by this Court that the anti-suit provisions are severable from the other terms of the Master Deed.

97. Plaintiffs are also entitled to have ambiguous and contradictory provisions in the Master Deed construed against Island Pointe and/or reformed by the Court to more accurately reflect the reasonable expectations of the POA and Homeowners.

WHEREFORE, Plaintiffs demand a trial by jury and pray actual and consequential damages in excess of \$17.5 Million; statutory and/or punitive damages; reasonable attorneys' fees; costs of suit; prejudgment interest; engineering and diagnostic fees; declaration/reformation of the Master Deed; and granting such further relief as the Court deems just and proper.

Respectfully submitted,

JUSTIN O'TOOLE LUCEY, P.A.

BY: 

Justin Lucey, Esquire

Stephanie Drawdy, Esquire

415 Mill Street

Post Office Box 806

Mount Pleasant, S.C. 29465-0806

-and-

Edward D. Buckley, Jr.

YOUNG CLEMENT RIVERS, LLP

P.O. Box 993

Charleston, SC 29402

(843) 724-5446

Attorneys for the Plaintiffs

Charleston, South Carolina

Dated: 11/2/2017

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C.A. No.: 2015-CP-10-0955

PALMETTO POINTE AT PEAS ISLAND)
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND JACK LOVE,)
INDIVIDUALLY, AND ON BEHALF OF)
ALL OTHERS SIMILARLY SITUATED,)

PLAINTIFFS,)

v.)

ISLAND POINTE, LLC, COMPLETE)
BUILDING CORPORATION, TRI-)
COUNTY ROOFING, INC., CREEKSIDE,)
INC., AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON, ANDERSON)
WINDOWS, INC., ATLANTIC)
BUILDING CONSTRUCTION)
SERVICES, INC. N/K/A ATLANTIC)
CONSTRUCTION SERVICES, INC.,)
BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR)
SERVICES, NOVUS ARCHITECTS, INC.)
F/K/A SGM ARCHITECTS, INC.,)
TALLENT AND SONS, INC., W C)
SERVICES, INC. CRG ENGINEERING,)
INC., CERTAINTED CORPORATION,)
KELLY FLOORING PRODUCTS, INC.)
D/B/A CARPET BAGGERS,)
CORNERSTONE CONSTRUCTION)
AND MARK MALLOY D/B/A)
CORNERSTONE CONSTRUCTION,)
MIRACLE SIDING, LLC, AND WILSON)
LUCAS SALES D/B/A MIRACLE)
SIDING, LLC, MARK PALPOINT A/K/A)
MICAH PALPOINT, ELROY ALZONO)
VASQUEZ, AND CHRIS A/K/A JOHN)
DOE 61, ALDERMAN)
CONSTRUCTION, STANLEY'S VINYL)
FENCE DESIGNS, COHEN'S)
DRYWALL COMPANY, INC., MOSLEY)
CONCRETE, HAND A FRAMING)
CONSTRUCTION, LLC A/K/A H&A)
FRAMING CONSTRUCTION, LLC AND)
D/B/A H AND A FRAMING, LLC, H&A)
CONSTRUCTION, AND HAND A)

**NOVUS ARCHITECTS, INC. F/K/A SGM
ARCHITECTS, INC.'S ANSWER TO
PLAINTIFFS' SECOND AMENDED
COMPLAINT AND CROSS-CLAIMS**

FILED
2017 NOV 16 PM 2:11
JULIE J. ARMS/PROG
CLERK OF COURT
BY 

CONSTRUCTION; JMC	)
CONSTRUCTION, INC., JMC	)
CONSTRUCTION, LLC, JOHN DOE 1-	)
15,	)
	)
DEFENDANTS,	)
COMPLETE BUILDING	)
CORPORATION, INC.,	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
v.	)
	)
LEONARD T. BROWNE AND	)
CHRISTOPHER N. UNION,	)
	)
THIRD-PARTY DEFENDANTS.	)
CREEKSIDE, INC.,	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
v.	)
	)
CHRISTOPHER N. UNION,	)
	)
THIRD-PARTY DEFENDANT.	)

Defendant Novus Architects, Inc., f/k/a SGM Architects, Inc. (“Novus”) hereby answers the Second Amended Complaint of Plaintiffs Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, Individually, and on Behalf of All Others Similarly Situated (“Plaintiffs”) as follows:

FOR A FIRST DEFENSE

(Paragraphs 1–97 correspond to the allegations in Plaintiffs' Amended Complaint)

1-2. Admitted upon information and belief.

3-4. Novus currently lacks information sufficient to admit or deny the allegations in these paragraphs, and therefore denies the same.

5. This paragraph contains a legal conclusion to which no response is required. To the extent a response is deemed to be required, Novus craves reference to South Carolina law, and denies the allegations in this paragraph to the extent inconsistent therewith.

6. This paragraph contains a legal conclusion to which no response is required. To the extent a response is deemed to be required, Novus craves reference to South Carolina law, and denies the allegations in this paragraph to the extent inconsistent therewith. Moreover, Novus currently lacks information sufficient to admit or deny whether the POA is the assignee of homeowner interests relating to Plaintiffs' allegations, and therefore denies the same.

7-8. Novus currently lacks information sufficient to admit or deny the allegations in these paragraphs, and therefore denies the same.

9-17. These paragraphs set forth allegations against defendants other than Novus, to which no response by Novus is required. To the extent a response is deemed to be required, Novus currently lacks information sufficient to admit or deny the allegations in these paragraphs, and therefore denies the same.

18. Novus admits that it is a corporation organized and existing under the laws of the State of South Carolina. Novus craves reference to the contracts and other construction documents for the subject project for its scope of work thereon, and denies the allegations in this paragraph to the extent inconsistent therewith.

19-36. These paragraphs set forth allegations against defendants other than Novus, to which no response by Novus is required. To the extent a response is deemed to be required,

Novus currently lacks information sufficient to admit or deny the allegations in theses paragraphs, and therefore denies the same.

37. This paragraph contains a definition of a term used in Plaintiffs' Amended Complaint; therefore, no response is required. To the extent a response is deemed to be required, Novus lacks information sufficient to admit or deny the allegations in this paragraph, and therefore denies the same.

38. This paragraph contains a legal conclusion to which no response by Novus is required. To the extent a response is deemed to be required, Novus currently lacks information sufficient to admit or deny the allegations in this paragraph, and therefore denies the same.

39. Admitted upon information and belief.

40-41. Denied upon information and belief.

42. Novus currently lacks information regarding the inspection referenced in this paragraph sufficient to admit or deny the allegations in this paragraph, and therefore denies the same.

43. Novus craves reference to the duties arising under South Carolina law, and denies the allegations in this paragraph to the extent inconsistent therewith.

44-48. Denied.

49-58. Novus currently lacks information sufficient to admit or deny the allegations in these paragraphs, including subparts, and therefore denies the same.

59. Denied.

60-62. Denied; Novus denies knowledge of the alleged project deficiencies.

63. Denied.

64. This paragraph sets forth allegations against a defendant other than Novus, to which no response by Novus is required. To the extent a response is deemed to be required,

Novus currently lacks information sufficient to admit or deny the allegations in this paragraph, and therefore denies the same.

65. Novus incorporates herein verbatim its responses to the preceding paragraphs.

66. Novus craves reference to the duties arising under South Carolina law and denies the allegations contained in this paragraph to the extent inconsistent therewith.

67. Denied, including subparts.

68. This paragraph contains a legal conclusion, to which no response by Novus is required. To the extent a response is deemed to be required, denied.

69-70. Denied.

71. Novus incorporates herein verbatim its responses to the preceding paragraphs.

72-73. Novus craves reference to the warranties arising under South Carolina law and denies the allegations contained in these paragraphs to the extent inconsistent therewith.

74. This paragraph sets forth allegations against a defendant other than Novus, to which no response by Novus is required. To the extent a response is deemed to be required, Novus craves reference to the warranties arising under South Carolina law and denies the allegations contained in this paragraph to the extent inconsistent therewith.

75-76. Denied.

77. Novus incorporates herein verbatim its responses to the preceding paragraphs.

78-85. These paragraphs set forth allegations against defendants other than Novus, to which no response by Novus is required. To the extent a response is deemed to be required, Novus currently lacks information sufficient to admit or deny the allegations in these paragraphs, and therefore denies the same.

86. Novus incorporates herein verbatim its responses to the preceding paragraphs.

87-92. These paragraphs set forth allegations against defendants other than Novus, to which no response by Novus is required. To the extent a response is deemed to be required, Novus currently lacks information sufficient to admit or deny the allegations in these paragraphs, and therefore denies the same.

93. Novus incorporates herein verbatim its responses to the preceding paragraphs.

94-97. These paragraphs set forth allegations against a defendant other than Novus, to which no response by Novus is required. To the extent a response is deemed to be required, Novus currently lacks information sufficient to admit or deny the allegations in these paragraphs, and therefore denies the same.

98. Novus denies each and every allegation not specifically admitted hereinabove. Moreover, Novus denies the allegations in the paragraph of Plaintiffs' Amended Complaint which begins with "WHEREFORE."

FOR A SECOND DEFENSE

99. Plaintiffs' Amended Complaint is barred by the statute of limitations, the statute of repose, and/or the doctrine of laches.

FOR A THIRD DEFENSE

100. If Plaintiffs' damages were caused by Plaintiffs' fault, such fault is pled in complete defense to Plaintiffs' claims or, in the alternative, in a proportionate reduction of Plaintiffs' claims. Moreover, Novus is entitled to an allocation of fault among potential wrongdoers.

FOR A FOURTH DEFENSE

101. If Plaintiffs' damages were caused by the intervening or superseding fault or breach of other parties, such fault or breach is pled in complete defense of this case.

FOR A FIFTH DEFENSE

102. Some or all of Plaintiffs may lack standing to assert the causes of action alleged in Plaintiffs' Amended Complaint and/or recover the damages alleged, including, but not limited to, damages for loss of use.

FOR A SIXTH DEFENSE

103. Plaintiffs' Complaint may be barred by the equitable doctrines of waiver, estoppel, and/or unclean hands.

FOR A SEVENTH DEFENSE

104. Punitive damages as currently awarded in the state of South Carolina are violative of the United States and South Carolina constitutions.

FOR AN EIGHTH DEFENSE

105. Plaintiffs may have failed to mitigate Plaintiffs' damages and/or properly maintain the subject property.

FOR A NINTH DEFENSE

106. Novus pleads all limitations on and pre-requisites for legal claims which may be contained in the Master Deed related to the subject property, the documents related to the individual plaintiffs' purchase of their respective condominiums, and/or all other similar documents.

FOR A TENTH DEFENSE

107. To the extent Plaintiffs have or do receive financial compensation from others with regard to the damages alleged herein, Novus is entitled to a setoff for such compensation.

FOR AN ELEVENTH DEFENSE

108. Plaintiffs' Complaint fails to state facts sufficient to constitute a cause of action and should, therefore, be dismissed pursuant to Rule 12(b)(6), SCRCPP.

FOR A TWELFTH DEFENSE

109. The acceptance of Novus' work on the subject property constitutes a complete defense to all claims asserted by Plaintiffs.

FOR A THIRTEENTH DEFENSE

110. Plaintiffs' Complaint may be barred by the doctrines of collateral estoppel and/or *res judicata*.

FOR A FOURTEENTH DEFENSE

111. To the extent portions of the subject property have been modified and/or destroyed, Novus pleads the doctrine of spoliation of evidence as a complete bar to Plaintiffs' Amended Complaint.

FOR A FIFTEENTH DEFENSE

112. Novus reserves the right to assert additional defenses as discovery proceeds. Moreover, to the extent consistent herewith, Novus incorporates by reference all affirmative defenses asserted by other parties with regard to Plaintiffs' Second Amended Complaint.

**FOR A SIXTEENTH DEFENSE AND BY WAY OF CROSS-CLAIM AGAINST
ALDERMAN CONSTRUCTION, AMERICAN RESIDENTIAL SERVICES LLC D/B/A
ARS RESCUE ROOTER CHARLESTON, ATLANTIC CONSTRUCTION SERVICES,
INC., COHENS DRYWALL COMPANY, INC., CREEKSIDE, INC., BUILDER
SERVICES GROUP, INC. D/B/A GALE CONTRACTOR SERVICES, KELLY
FLOORING PRODUCTS, INC. D/B/A CARPET BAGGERS, STANLEY'S VINYL
FENCE DESIGNS, TALLENT & SONS, INC., TRI-COUNTY ROOFING, INC.,
AND W C SERVICES, INC.
(Contractual Indemnity)**

113. Novus incorporates herein verbatim its responses to the preceding paragraphs.

114. Defendants Alderman Construction ("Alderman"), American Residential Services LLC d/b/a ARS Rescue Rooter Charleston ("ARS"), Atlantic Construction Services, Inc. ("Atlantic"), Cohens Drywall Company, Inc. ("Cohens"), Creekside, Inc. ("Creekside"), Gale Contractor Services ("Gale"), Kelly Flooring Products, Inc. d/b/a Carpet Baggers ("Carpet

Baggers”), Stanley’s Vinyl Fence Designs (“Stanley’s”), Tallent & Sons, Inc. (“Tallent”), Tri-County Roofing, Inc. (“Tri-County”), and W C Services, Inc. (“W C Services”) are subject to the jurisdiction of this Court.

115. Alderman, ARS, Atlantic, Cohens, Creekside, Gale, Carpet Baggers, Stanley’s, Tallent, Tri-County, and W C Services each entered into subcontracts with Defendant Complete Building Corporation, incorporated herein by reference.

116. Section 22 of each of the above-referenced subcontracts states as follows:

To the fullest extent permitted by law, Subcontractor shall protect, defend, indemnify and hold harmless Owner, Complete Building Corporation, [Novus] and other contractors and subcontractors (“Indemnified Parties”) and all of the Indemnified Parties’ affiliates, parents, subsidiaries, officers, directors, agents and employees from and against all claims, damages, loss and expenses, including but not limited to attorneys’ fees (hereinafter referred to as “Claims and Damages”), arising out of or resulting from Subcontractor’s work, provided that (1) any such Claims and Damages are attributable to, arise out of or result from (a) bodily injury, sickness, disease or death; (b) injury to or destruction of tangible property, including the loss of use therefrom; or (c) violations of any applicable laws, rules or regulations; and (2) any such Claims and Damages are caused, or alleged to be caused, in whole or in part, by Subcontractor’s breach of any obligation under the Subcontract or by any negligent act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, regardless of whether the Claims and Damages are caused in part by any Indemnified Parties.

117. To the extent Novus is determined to be liable for the claims asserted in Plaintiffs’ Complaint, which liability is expressly denied, Novus is entitled to be indemnified by Alderman, ARS, Atlantic, Cohens, Creekside, Gale, Carpet Baggers, Stanley’s, Tallent, Tri-County, and W C Services for all costs associated with Plaintiffs’ claims, including without limitation attorneys’ fees and costs.

118. Novus has incurred and will continue to incur expenses associated with the defense of Plaintiffs’ claims, including without limitation attorneys’ fees, which expenses and

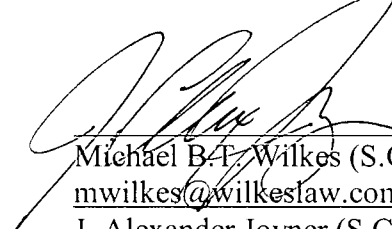
fees are properly within the scope of Alderman's, ARS', Atlantic's, Cohens', Creekside's, Gale's, Carpet Baggers', Stanley's', Tallent's, Tri-County's, and W C Services' indemnity obligations under the subcontracts, and for which Novus is entitled to reimbursement.

WHEREFORE, having answered fully, Novus prays for the following relief:

- a. The dismissal of Plaintiffs' claims, with prejudice;
- b. Its already-incurred defense costs from Alderman, ARS, Atlantic, Cohens, Creekside, Gale, Carpet Baggers, Stanley's, Tallent, Tri-County, and W C Services;
- c. To the extent there is a judgment against, or settlement payment on behalf of, Novus in this action, which liability is expressly denied, a judgment for indemnity against Alderman, ARS, Atlantic, Cohens, Creekside, Gale, Carpet Baggers, Stanley's, Tallent, Tri-County, and W C Services, to include without limitation attorneys' fees and costs;
- d. A trial by jury of all issues triable thereto; and
- e. Such other and further relief as the Court shall deem just and proper.

November 15, 2017

WILKES LAW FIRM, P.A.



Michael B.T. Wilkes (S.C. Bar #6107)
mwilkes@wilkeslaw.com
J. Alexander Joyner (S.C. Bar #101771)
ajoyner@wilkeslaw.com

200 Meeting Street Suite 205
Charleston, SC 29401
(843) 737-6229

*Attorneys for Defendant Novus Architects,
Inc. f/k/a SGM Architects, Inc.*

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
PALMETTO POINTE AT PEAS ISLAND)
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND ELIZABETH)
A. BUSHEY, INDIVIDUALLY, AND ON)
BEHALF OF ALL OTHERS SIMILARLY)
SITUATED,)

PLAINTIFFS,)

v.)

ISLAND POINTE, LLC, LEONARD T.)
BROWNE, COMPLETE BUILDING)
CORPORATION, TRI-COUNTY)
ROOFING, INC., CREEKSIDE, INC.,)
AMERICAN RESIDENTIAL SERVICES,)
LLC D/B/A ARS/RESCUE ROOTER)
CHARLESTON, ANDERSON)
WINDOWS, INC., ATLANTA BUILDING)
CONSTRUCTION SERVICES, INC.,)
CHRISTOPHER N. UNION, BUILDER)
SERVICES GROUP, INC. D/B/A GALE)
CONTRACTOR SERVICES, NOVUS)
ARCHITECTS, INC. F/K/A SGM)
ARCHITECTS, INC., TALLENT AND)
SONS, INC., W C SERVICES, INC. CRG)
ENGINEERING, INC., CERTAINTEED)
CORPORATION, KELLY FLOORING)
PRODUCTS, INC. D/B/A CARPET)
BAGGERS, AND JOHN DOE 1-60,)

DEFENDANTS,)

TRI-COUNTY ROOFING, INC.,)

THIRD-PARTY PLAINTIFF,)

v.)

CORNERSTONE CONSTRUCTION AND)
MARK MALLOY D/B/A)
CORNERSTONE CONSTRUCTION,)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C.A. No.: 2015-CP-10-0955

CERTIFICATE OF SERVICE

FILED
2017 NOV 16 PM 2:11
JULIE A. ARMSTRONG
CLERK OF COURT
BY _____

GUTTER WORKS, INC., AND MICHAEL)
L. SEGARS D/B/A GUTTER WORKS,)
MR. GUTTER, LITCHFIELD SEAMLESS)
GUTTERS & WINDOWS, LLC, AND)
THOMAS LITCHFIELD D/BA)
LITCHFIELD SEAMLESS GUTTERS,)
MIRACLE SIDING, LLC, AND WILSON)
LUCUS SALES D/B/A MIRACLE)
SIDING, LLC, MARK PALPOINT A/K/A)
MICAHA PALPOINT, ELROY ALZONO)
VASQUEZ, AND CHRIS A/K/A JOHN)
DOE 61,)
))
THIRD-PARTY DEFENDANTS,)
))
COMPLETE BUILDING)
CORPORATION, INC.,)
))
THIRD-PARTY PLAINTIFF,)
))
v.)
))
ALDERMAN CONSTRUCTION,)
STANLEY'S VINYL FENCE DESIGNS,)
COHEN'S DRYWALL, AND MOSLEY)
CONCRETE,)
))
THIRD-PARTY DEFENDANTS.)
))

I certify that on **November 15, 2017**, I caused to be served a true and correct copy of the foregoing *Novus Architects, Inc. f/k/a SGM Architects, Inc.'s Answer to Plaintiffs' Second Amended Complaint and Cross-Claims* via Email and U.S. Mail¹, postage prepaid, upon the following:

Attorneys for Plaintiffs * Edward D. Buckley, Jr., Esq. Young Clement Rivers	Attorneys for Carpet Baggers and Kelly Flooring Products, Inc.* Brent Boyd, Esq.

¹ Only the attorney marked with an asterisk will receive a copy via U.S. Mail.

25 Calhoun Street, Suite 400 Post Office Box 993 Charleston, South Carolina 29402 -and- Justin O'Toole Lucey, Esq. Stephanie Drawdy, Esq. 415 Mill Street Mount Pleasant, South Carolina 29464	Robert M. Peele, Esq. Murphy & Granland, P.A. Post Office Box 6648 Columbia, South Carolina 29260
Attorneys for Mr. Gutter Shanna Milcetic Stevens, Esq. Thomas Francis Drazan, Esq. Post Office Box 87 Charleston, South Carolina 29401	Attorneys for Tri-County Roofing* Andrew N. Cole, Esq. Christopher M. Adams, Esq. Post Office Box 12487 Columbia, South Carolina 29211
Attorneys for Cohens Drywall* O. Carlisle Edwards, Jr., Esq. McAngus Goudelock and Courie, LLC 735 Johnnie Dodds, Blvd., Suite 200 Post Office Box 650007 Mount Pleasant, South Carolina 29465	Attorneys for Wilson Lucas Sales d/b/a Miracle Siding, LLC and Eloy Alonzo Vasquez* Bonum S. Wilson, III, Esq. Brandon T. Reeser, Esq. Wilson & Heyward, LLC Post Office Box 13177 Charleston, South Carolina 29422
Attorneys for Creekside, Inc.* S. Markey Stubbs, Esq. Baker, Ravenel, & Bender, LLP Post Office Box 8057 Columbia, South Carolina 29202	Attorneys for Thomas Litchfield and Litchfield Seamless Gutters & Windows, LLC Robert Trippett Boineau, III, Esq. Post Office Box 12519 Columbia, South Carolina 29211
Attorneys for Builder Services Group, Inc., and Gale Contractor Services* Joseph Scott McCue, Esq. Collins & Lacy, P.C. 1330 Lady St., 6 th Floor (29201) Post Office Box 12487 Columbia, South Carolina 29211	Attorneys for Andersen Windows, Inc. Graham P. Powell, Esq. Stephanie Brown, Esq. John Dodds, Esq. Wall Templeton & Haldrup, P.A. 145 King Street, Suite 300 (29401) Post Office Box 1200 Charleston, South Carolina 29402
Attorneys for Christopher N. Union Christopher M. Ramsey, Esq. Bostic Law Group P.A. 2236 Ashley Crossing Drive	Complete Building Corporations David S. Cobb, Esq. Turner Padgett Graham & Laney, P.A. Post Office Box 22129

Charleston, South Carolina 29414	Charleston, South Carolina 29413 And Everett A. Kendall , II, Esq. Sweeny, Wingate & Barrow, P.A. 1515 Lady St (29201) P.O. Box 12129 Columbia, SC 29211
Attorney for Leonard T. Browne Michael R. Daniel, Esq. 336 Cardinal Rd Elloree, South Carolina 29047	Attorneys for Alderman Construction* Adam Ribock, Esq. R. Trippett Boineau, III, Esq. McAngus Goudelock and Courie, LLC Post Office Box 12519 Columbia, South Carolina 29211
Attorney for CertainTeed Corporation James Werner, Esq. Katon Dawson, Jr., Esq. John Tamasitis, Esq. Parker Poe 1221 Main Street, Suite 1100 Columbia, South Carolina 29201	Attorneys for Cornerstone Construction R. Michael Ethridge, Esq. Suzanne E. Deters, Esq. Ethridge Law Group, LLC P.O. Box 20969 Charleston, South Carolina 29413
Attorney for W C Services, Inc.* James A. Atkins, Esquire, Esq. Clawson & Staubes 126 Seven Farms Drive, Suite 200 Charleston, SC 29492-8144	Attorney for Mosley Concrete: David A Anderson, Esq. Richardson Plowden & Robinson, P.A. 1900 Barnwell Street Post Office Drawer 7788 Columbia, South Carolina 29202
Attorneys for American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston* F. Cordes Ford, IV, Esq. Heather Chiovaro, Esq. Womble Carlyle Sandridge & Rice, LLP 5 Exchange St. Post Office Box 999 Charleston, South Carolina 29402	
Attorneys for Atlantic Building Construction Services Inc.:* Dunn Hollingsworth, Esq. Michael Edward Wright, Esq. Robertson Hollingsworth Manos 550 King Street, Suite 300	Attorneys for Tallent and Sons, Inc.* Robert Batten Farrar, Esq. Carter R. Massingill, Esq. William Duffie Powers, Esq. Gallivan, White, & Boyd, P.A. 55 Beattie Place, Suite 1200 (29601)

Charleston, SC 29403	P.O. Box 10589 Greenville, SC 29603
Attorneys for Stanley's Vinyl Fence Designs* Troy Thames, Esq. Willson Jones Carter & Baxley, P.A. 421 Wando Park Boulevard, Suite 100 Mount Pleasant, SC 29464	Attorneys for JMC Construction, INC.; JMC Construction, LLC Andrew N Cole, Esq. P.O. Box 12487 Columbia, SC 29211


Mandi Camp, Legal Assistant

1 Only the attorney marked with an asterisk will receive a copy via U.S. Mail.

WILKES LAW FIRM P.A.

MICHAEL B.T. WILKES**
ELLEN S. CHEEK*
J. DERHAM COLE, JR.
C. DANIEL ATKINSON**
J. ALEXANDER JOYNER*
S. HARRISON WILLIAMS*

• CHARLESTON OFFICE
• ALSO MEMBER GEORGIA BAR
• ALSO MEMBER NORTH CAROLINA BAR
• CERTIFIED MEDIATOR

WILKES LAW FIRM, P.A.
Reply to: CHARLESTON OFFICE
200 MEETING STREET, SUITE 205
CHARLESTON, SOUTH CAROLINA 29401
843.737.6229

SPARTANBURG OFFICE
127 DUNBAR STREET, SUITE 200
SPARTANBURG, SOUTH CAROLINA 29306
864.591.1113
TOLL FREE 866.920.1113
FAX 864.591.1767

WWW.WILKESLAW.COM
WWW.WILKESLAW.COM

November 15, 2017

VIA U.S. MAIL & E-MAIL

The Honorable Julie Armstrong
Clerk of Court, Charleston County
100 Broad Street
Charleston, SC 29401

Re: *Palmetto Pointe at Peas Island v. Island Pointe, LLC, et al*
In the Court of Common Pleas for Charleston County
Case No.: 2015-CP-10-0955

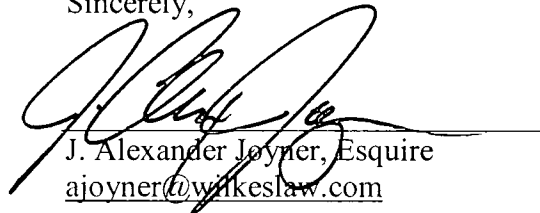
Dear Ms. Armstrong,

Please find enclosed for filing *Novus Architects, Inc. f/k/a SGM Architects, Inc. 's Answer to Plaintiffs' Second Amended Complaint and Cross-Claims* in the above referenced matter.

By copy of this letter to all counsel of record, I am contemporaneously serving them with the enclosed.

Should you have any questions regarding the enclosed, please contact me.

Sincerely,



J. Alexander Joyner, Esquire
ajoyner@wilkeslaw.com

JAJ:mkc
Enclosure

cc: Michael B.T. Wilkes, Esquire (email only)
All Counsel of Record

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND) CIVIL ACTION NO: 2015-CP-10-00955
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND JACK LOVE,)
INDIVIDUALLY AND ON BEHALF OF)
ALL OTHERS SIMILARLY SITUATED,)

PLAINTIFFS,)

VS.)

ISLAND POINTE, LLC; COMPLETE)
BUILDING CORPORATION; TRI-)
COUNTY ROOFING, INC.; CREEKSIDE,)
INC.; AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON; ANDERSON)
WINDOWS, INC.; ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC. N/K/A)
ATLANTIC CONSTRUCTION SERVICES,)
INC.; BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR SERVICES;)
NOVUS ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND)
SONS, INC.; W C SERVICES, INC.; CRG)
ENGINEERING, INC.; CERTAINTEED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC., D/B/A CARPET)
BAGGERS; CORNERSTONE)
CONSTRUCTION AND MARK MALLOY)
D/B/A CORNERSTONE)
CONSTRUCTION; MIRACLE SIDING,)
LLC AND WILSON LUCAS SALES D/B/A)
MIRACLE SIDING, LLC; MARK)
PALPOINT A/K/A MICAH PALPOINT;)
ELROY ALONZO VASQUEZ; CHRIS)
A/K/A JOHN DOE 61; ALDERMAN)
CONSTRUCTION; STANLEY'S VINYL)
FENCE DESIGNS; COHEN'S DRYWALL)
COMPANY, INC.; MOSELY CONCRETE;)
HAND A FRAMING CONSTRUCTION,)
LLC A/K/A H&A FRAMING)
CONSTRUCTION, LLC AND D/B/A)

**TRI-COUNTY ROOFING, INC.'S
ANSWER TO PLAINTIFFS' SECOND
AMENDED COMPLAINT AND CROSS-
CLAIMS AGAINST CORNERSTONE
CONSTRUCTION AND MARK
MALLOY D/B/A CORNERSTONE
CONSTRUCTION, MIRACLE SIDING,
LLC AND WILSON LUCAS SALES
D/B/A MIRACLE SIDING, LLC, MARK
PALPOINT A/K/A MICAH PALPOINT,
ELOY ALONZO VASQUEZ,
AND CHRIS A/K/A JOHN DOE 61**

(Jury Trial Demanded)

FILED
201 NOV 17 AM 11:33
JULIE J. ANDERSON
CLERK OF COURT

H AND A FRAMING, LLC, H&A	)
CONSTRUCTION, AND HAND A	)
CONSTRUCTION; JMC	)
CONSTRUCTION, INC.; JMC	)
CONSTRUCTION, LLC; JOHN DOE 1-15,	)
	)
DEFENDANTS.	)
COMPLETE BUILDING CORPORATION,	)
INC.	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
VS.	)
	)
LEONARD T. BROWNE AND	)
CHRISTOPHER N. UNION,	)
	)
THIRD-PARTY DEFENDANTS.	)
CREEKSIDE, INC.,	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
VS.	)
	)
CHRISTOPHER N. UNION,	)
	)
THIRD-PARTY DEFENDANT.	)

The Defendant, Tri-County Roofing, Inc. (“Tri-County”), answers Plaintiffs’ Second Amended Complaint that was filed on November 2, 2017, by denying each and every allegation not hereinafter admitted, demanding strict proof thereof, restates its still pending third-party claims against certain sub-subcontractors as cross-claims, and further responds as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 1 through 3 and, therefore, denies the same.

2. Upon information and belief, Tri-County admits the allegations contained in Paragraph 4. Further Responding, Tri-County understands, upon information and belief, that the

duplex townhomes at the street numbers on Folly Creek Way of 1601-1603, 1605-1607, 1609-1611, 1613-1615, 1617-1619, 1621-1623, 1625-1627, 1629-1631, 1633-1635, 1637-1639, 1641-1643, 1645-1647, 1649-1651, 1653-1655, 1628-1626, 1624-1622, 1620-1618, 1616-1614, 1612-1610, and 1608-1606 are the forty (40) townhomes Plaintiffs allege are included in the lawsuit and the duplex townhomes at the street numbers on Folly Creek Way of 1657-1659 and 1632-1630 are the four (4) townhomes not included in the lawsuit.

3. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 5 and 6 and, therefore, denies the same.

4. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 7 and 8 and, therefore, denies the same.

5. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph 9, and therefore, denies same.

6. Upon information and belief, Tri-County admits the allegations contained in Paragraph 10.

7. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraph 11, and therefore, denies same.

8. Tri-County admits the allegations contained in Paragraph 12.

9. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 13 through 23 and, therefore, denies the same.

10. Tri-County admits the allegation contained in Paragraphs 24 through 28.

11. Tri-County lacks sufficient knowledge or information to admit or deny the allegations contained in Paragraphs 29 through 37 and, therefore, denies the same.

12. In response to Paragraph 38, Tri-County admits only that, upon information and belief, the Palmetto Point at Peas Island project is located in Charleston County, South Carolina.

13. Paragraph 39 is a descriptive paragraphs and requires no response; however, to the extent a response is required or to the extent this paragraph could be construed to impart liability on behalf of Tri-County, these allegations are denied.

14. Tri-County denies the allegations contained in Paragraphs 40 through 42 and demands strict proof thereof.

15. In response to Paragraph 43, Tri-County admits only that the work it performed on the Palmetto Point at Peas Island project was done in a workmanlike manner with suitable materials, free from defects, and in accordance with the applicable building codes, manufacturers' instructions, and general industry requirements, and Tri-County denies all allegations inconsistent with this response.

16. Tri-County denies the allegations contained in Paragraphs 44 through 47 and demands strict proof thereof.

17. Paragraph 48 calls for a legal conclusion and requires no response; however, to the extent a response is required or to the extent this paragraph could be construed to impart liability on behalf of Tri-County, these allegations are denied.

18. In response to Paragraph 49, Tri-County denies that this claim is proper for class certification. Tri-County further objects to the purported definition of the class as the class definition conflicts with the suggested limiting language from Paragraph 4 set forth earlier in Plaintiffs' Second Amended Complaint.

19. In response to Paragraphs 50 through 54, including all subparts, Tri-County renews its objection to class certification and denies that this case is proper or ripe for class

certification as the questions of numerosity, commonality, typicality, adequate representation, and predominance do not apply consistently to all of the purported class members and/or Defendants and may also be shown to be inadequate on their face.

20. Tri-County denies the allegations contained in Paragraph 55 and demands strict proof thereof.

21. Tri-County denies the allegations contained in Paragraphs 56 through 58 and demands strict proof thereof.

22. Tri-County denies the allegations contained in Paragraphs 59 through 63 and demands strict proof thereof. Furthermore, Tri-County states that Plaintiffs' appear to attempt to change the statutory and common law regarding the statute of limitations and/or statute of repose in these Paragraphs and Tri-County denies that Plaintiffs can circumvent the laws of the state of South Carolina regarding these issues.

23. Upon information and belief, the allegations contained in Paragraph 64 are not directed to Tri-County and require no response. However, to the extent a response is required or to the extent these allegations can be construed to impart liability on behalf of Tri-County, these allegations are denied.

First Cause of Action
(Negligence/Gross Negligence)

24. In response to Paragraph 65, Tri-County repeats its responses in Paragraphs 1 through 23 above as if restated herein verbatim.

25. In response to Paragraph 66, Tri-County admits only that the work it performed on the Palmetto Point at Peas Island project was done with due care and in a good and workmanlike manner with suitable materials in accordance with the applicable buildings codes, applicable laws, and in conformance with industry standards and product installation guidelines

and all allegations inconsistent with this response are denied and Tri-County demands strict proof thereof.

26. Tri-County denies the allegations contained in Paragraph 67, including all subparts, and demands strict proof thereof.

27. Paragraph 68 is an incorrect statement of the law in South Carolina and, therefore, it is denied.

28. Tri-County denies the allegations contained in Paragraphs 69 and 70 and demands strict proof thereof.

Second Cause of Action
(Breach of Warranty)

29. In response to Paragraph 71, Tri-County realleges its answers in Paragraphs 1 through 28 above as if restated herein verbatim.

30. In response to Paragraph 72, Tri-County admits only that its work performed on the Palmetto Point at Peas Island project was done in a careful, diligent, and workmanlike manner, free from defects and in accordance with the applicable building codes and product installation requirements and all allegations inconsistent with this response are denied and Tri-County demands strict proof thereof.

31. In response to Paragraph 73, Tri-County admits only that there are certain implied warranties applied at law but denies that, to the extent that any implied warranties are attributed to the work by Tri-County, it violated any of these warranties.

32. In response to Paragraph 74, Tri-County admits only that the warranty of habitability applies to the developer only.

33. Tri-County denies the allegations contained in Paragraphs 75 and 76 and demands strict proof thereof.

Third Cause of Action
(Strict Liability in Tort)

34. In response to Paragraph 77, Tri-County realleges its answers in Paragraphs 1 through 33 above as if restated herein verbatim.

35. Upon information and belief, the allegations contained in Paragraphs 78 through 85 are not directed to Tri-County and, therefore, require no response from this defendant. However, to the extent these paragraphs require a response from Tri-County or to the extent they can be construed to impart liability on Tri-County, these allegations are denied.

Fourth Cause of Action
(UTPA)

36. In response to Paragraph 86, Tri-County realleges its answers in Paragraphs 1 through 35 above as if restated herein verbatim.

37. Upon information and belief, the allegations contained in Paragraphs 87 through 92 are not directed to Tri-County and, therefore, require no response from this defendant. However, to the extent a response is required or to the extent these paragraphs could be construed to impart liability on Tri-County, these allegations are denied.

Fifth Cause of Action
(Declaratory Action)

38. In response to Paragraph 93, Tri-County realleges its answers in Paragraphs 1 through 37 above as if restated herein verbatim.

39. Upon information and belief, the allegations contained in Paragraphs 94 through 97 are not directed to Tri-County and, therefore, require no response from this defendant. However, to the extent a response is required or to the extent these paragraphs could be construed to impart liability on Tri-County, these allegations are denied.

40. In response to the unnumbered “Wherefore” paragraph, Tri-County denies that Plaintiffs are entitled to the relief requested in their Second Amended Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE

41. The Second Amended Complaint fails to set forth sufficient facts to constitute a cause of action and, therefore, should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE

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

FOR A FOURTH DEFENSE

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

FOR A FIFTH DEFENSE

44. Such injuries or losses as Plaintiffs’ sustained, if any, were caused by the contributory negligence, carelessness, recklessness, willfulness, and wantonness of Plaintiffs, and Tri-County pleads Plaintiffs’ contributory negligence as a complete defense to this action.

FOR A SIXTH DEFENSE

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

FOR A SEVENTH DEFENSE

46. Any injuries sustained by Plaintiffs were due to and caused by the sole negligence of third persons over whom Tri-County had no control, and therefore, Tri-County should not be liable to Plaintiffs in any sum whatsoever.

FOR AN EIGHTH DEFENSE

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

FOR A NINTH DEFENSE

48. Plaintiffs' claims may be barred by the doctrine of estoppel.

FOR A TENTH DEFENSE

49. Plaintiffs' claims may be barred or otherwise reduced due to Plaintiffs' failure to mitigate damages as required by law.

FOR AN ELEVENTH DEFENSE

50. Plaintiffs' claims may be barred by the doctrine of laches.

FOR A TWELFTH DEFENSE

51. Tri-County asserts that some or all of the claims against it are barred by applicable statutes of limitation or statutes of repose.

FOR A THIRTEENTH DEFENSE

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

FOR A FOURTEENTH DEFENSE

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

FOR A FIFTEENTH DEFENSE

54. Plaintiffs' claims may be barred by the doctrine of waiver.

FOR A SIXTEENTH DEFENSE

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

FOR A SEVENTEENTH DEFENSE

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

FOR AN EIGHTEENTH DEFENSE

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

FOR A NINETEENTH DEFENSE

58. Notwithstanding Plaintiffs' prior defenses incorporating *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 522 U.S. 424 (2001) and *State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408 (2003), and the cases upon which they are based, in the event the trial court permits the jury to return a punitive damages award in the instant case, such damages are to be limited to an amount that is no greater than the jury's award of actual damages, as explicated within *Exxon Shipping Company v. Baker*, 128 S. Ct. 2605 (2008).

FOR A TWENTIETH DEFENSE

59. The work and services that may have been provided by Tri-County were in conformity with the standard of care for that time.

FOR A TWENTY-FIRST DEFENSE

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

FOR A TWENTY-SECOND DEFENSE

61. Tri-County asserts and specifically pleads that Plaintiffs have failed to prove and/or cannot prove that this claim is entitled to class certification as (1) the numerosity requirement is not met, (2) there are questions of law and fact that are different between the purported class members, (3) the claims and/or defenses are not typical across the purported class, and (4) the purported class representative(s) will not adequately advance the position of the purported class members. Therefore, this matter is not proper for class certification.

FOR AT TWENTY-THIRD DEFENSE

62. Tri-County incorporates by reference any affirmative defenses raised by any other Defendant in this action.

FOR AT TWENTY-FOURTH DEFENSE

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

FOR A TWENTY-FIFTH DEFENSE AND BY WAY OF CROSS-CLAIMS (WHICH WERE PREVIOUSLY ASSERTED AS THIRD-PARTY CLAIMS) AGAINST CORNERSTONE CONSTRUCTION CORPORATION AND MARK MALLOY D/B/A CORNERSTONE CONSTRUCTION, MIRACLE SIDING, LLC AND WILSON LUCAS SALES D/B/A MIRACLE SIDING, MARK PALPOINT A/K/A MICAH PALPOINT, ELOY ALONZO VASQUEZ, AND CHRIS A/K/A JOHN DOE 61

64. Tri-County hired certain subcontractors to perform construction work on the Palmetto Point at Peas Island project. Tri-County did not self-perform any of the work but, instead, supervised the specific work by its subcontractors.

65. Cornerstone Construction Corporation and Mark Malloy d/b/a Cornerstone Construction is a South Carolina company located in Charleston County, South Carolina, and at

all times relevant herein, performed siding installation, flashing, and other component work on one or more buildings at the Palmetto Point at Peas Island project.

66. Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding is a South Carolina company located in Berkeley County, South Carolina, and at all times relevant herein, performed siding installation, related flashings, and other component work on one or more buildings at the Palmetto Point at Peas Island project.

67. Mark Palpoint a/k/a Micah Palpoint is a South Carolina resident who, at all times relevant herein, installed Sealoflex waterproofing on one or more buildings at the Palmetto Point at Peas Island project.

68. Eloy Alonzo Vasquez was a South Carolina resident who, at all times relevant herein, installed roofing, flashing, other roofing components, and waterproofing on one or more buildings at the Palmetto Point at Peas Island project.

69. Chris a/k/a John Doe No. 61 is a resident of South Carolina and at all times relevant herein installed waterproofing on one or more of the buildings at the Palmetto Point at Peas Island project.

70. All of the Subcontractors listed above performed the described work on the buildings located at the Palmetto Point at Peas Island project.

71. All of the referenced Third-Party Defendants, collectively referenced as "Subcontractors," that were retained by Tri-County were required to obtain proper commercial general liability insurance coverage of sufficient limits and further to list Tri-County as an additional insured in these policies.

FOR A FIRST CROSS-CLAIM
(Negligence)

72. Tri-County realleges its assertions set forth in Paragraphs 64 through 71 above as if restated herein verbatim.

73. The various Subcontractors were required to perform their work in accordance with applicable building codes, installation guidelines, industry standards, and in a good and workmanlike manner.

74. However, it is alleged the work these Subcontractors performed did not comply with the applicable construction and industry standards.

75. Tri-County has denied the substantive allegations alleged against it by the Plaintiffs arising from the construction of the Palmetto Pointe at Peas Island project; however, if the Subcontractors' work is found to be deficient, then the Subcontractors have breached their duty to perform this work correctly.

76. The Subcontractors' breaches of their duties are the proximate cause of the damages suffered by Tri-County.

77. As a result, Tri-County is damaged by these breaches by having to expend time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A SECOND CROSS-CLAIM
(Breach of Express and Implied Warranties)

78. Tri-County realleges its assertions set forth in Paragraphs 64 through 77 as if restated herein verbatim.

79. The Subcontractors warranted and expressly stated that the work they performed at the Palmetto Point at Peas Island project was performed in a workmanlike manner, free of defects, and commensurate with all applicable building codes and installation details.

80. Although Tri-County has denied the substantive allegations asserted against it, to the extent there are deviations with the actual installation of the work by the Subcontractors, the Subcontractors have breached their implied and express warranties owed Tri-County.

81. As a result, Tri-County is damaged by these breaches by having to expend time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A THIRD CROSS-CLAIM
(Breach of Contract)

82. Tri-County realleges its assertions set forth in Paragraphs 64 through 81 as if restated herein verbatim.

83. Through either formal contracts, purchase orders, and/or otherwise, the various Subcontractors contracted with Tri-County to supply labor and/or materials for roofing, siding, waterproofing, and/or related work on the Palmetto Pointe at Peas Island project.

84. In addition to the construction scope of work, each of the Subcontractors promised and in fact was required to include Tri-County as an additional insured on their commercial general liability policies. This term was a significant requirement for the Subcontractors to be hired by Tri-County to work on this project.

85. Although Tri-County has denied all substantive allegations, to the extent the work performed by the Subcontractors does not meet their contractual obligations, they are in breach of their subcontracts with Tri-County. Furthermore, to the extent the subcontractors did not list

Tri-County as an additional insured on their respective insurance policies, they are in breach of their subcontract agreements.

86. As a result, Tri-County is damaged by these breaches by having to expend time, effort, and attorneys' fees defending these claims. Tri-County is entitled to full reimbursement for any costs, expenses, payments of any kind, and attorneys' fees incurred as a result of the alleged defective work by the Subcontractors.

FOR A FOURTH CROSS-CLAIM
(Indemnity)

87. Tri-County realleges its assertions set forth in Paragraphs 64 through 86 as if restated herein verbatim.

88. By their relationship as principal and subcontractor, there is a special relationship between Tri-County and the Subcontractors.

89. Tri-County has been named in a lawsuit claiming damages for work that was performed by and alleged defects that are the sole responsibility of the Subcontractors.

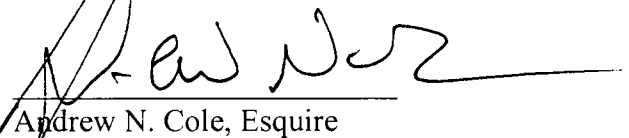
90. Although Tri-County denies the Plaintiffs' allegations, to the extent the Subcontractors' work is found to be defective, these defects are caused by and born by the Subcontractors alone for liability that Tri-County does not share.

91. Therefore, Tri-County should be indemnified and held harmless by the Subcontractors to the full extent of the law.

WHEREFORE, having answered the Plaintiffs' Second Amended Complaint, Tri-County prays the allegations be dismissed. Furthermore, Tri-County prays for judgment against the Subcontractors with its cross-claims that renewed the previously filed and still pending Third-Party Claims. Tri-County prays for costs, expenses, attorney's fees, punitive damages, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,
COLLINS & LACY, P.C.

By:



Andrew N. Cole, Esquire
acole@collinsandlacy.com
Christopher M. Adams, Esquire
cadams@collinsandlacy.com
Post Office Box 12487
Columbia, SC 29211
803.256.2660

ATTORNEYS FOR TRI-COUNTY
ROOFING, INC.

November ¹⁵/~~14~~, 2017
Columbia, South Carolina

2015-CP-10-955

CERTIFICATE OF SERVICE

The undersigned employee of Collins & Lacy, P.C., Attorneys at Law, Post Office Box 12487, 1330 Lady Street, Sixth Floor, Columbia, South Carolina 29211, does hereby certify that (s)he has served the following named individual(s) with a copy of the pleading(s) indicated below via electronic mail and/or by mailing a copy of same to them in the United States mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

COUNSEL SERVED:

Edward D. Buckley, Jr., Esquire
Post Office Box 993
Charleston, SC 29402
ebuckley@ycrlaw.com
Counsel for Plaintiffs

Brandon T. Reeser, Esquire
Bonum Wilson, Esquire
Wilson & Heyward, LLC
Post Office Box 13177
Charleston, SC 29422
breeser@wilsonheyward.com
bwilson@wilsonheyward.com
***Counsel for Miracle Siding, LLC and Wilson
Lucas Sales d/b/a Miracle Siding, LLC***

David S. Cobb, Esquire
Turner Padgett Graham & Laney, PA
Post Office Box 22129
Charleston, SC 29413
dcobb@turnerpadgett.com
Counsel for Complete Building Corp.

R. Michael Ethridge, Esquire
Suzanne E. Deters,, Esquire
Ethridge Law Group, LLC
Post Office Box 20969

Justin O. Lucey, Esquire
Stephanie Drawdy, Esquire
Lucey Law Firm
415 Mill Street
Mt. Pleasant, SC 29464
jlucey@lucey-law.com
sdrawdy@lucey-law.com
Counsel for Plaintiffs

F. Cordes Ford, IV, Esquire
Heather Chiovaro, Esquire
Scott Forster, Esquire
Womble Carlyle Sandridge & Rice, LLP
Post Office Box 999
Charleston, SC 29402
cford@wcsr.com
hchiovaro@wcsr.com
sforster@wcsr.com
***Counsel for American Residential Services,
LLC and ARS Rescue Rooter Charleston***

Andrew M. Cole, Esquire
Christopher M. Adams, Esquire
Collins & Lacy, PC
Post Office Box 12487
Columbia, SC 29211
acole@collinsandlacy.com
cadams@collinsandlacy.com
***Counsel for Tri County Roofing, JCM
Construction, Inc. and JMC Construction,
LLC***

Adam Ribock, Esquire
R. Trippett Boineau, III, Esquire
McAngus Goudelock & Courie, LLC
Post Office Box 12519

FILED
2017 NOV 17 AM 11:33
JULIE J. HARRIS
CLERK OF COURT

Charleston, SC 29401
methridge@ethridgelawgroup.com
sdeters@ethridgelawgroup.com
***Counsel Cornerstone Construction and Mark
Malloy d/b/a Cornerstone Construction***

O. Carlisle Edwards, Jr., Esquire
McAngus Goudelock & Courie, LLC
735 Johnnie Dodds Blvd., Ste. 200
Mt. Pleasant, SC 29465
cedwards@mgclaw.com
Counsel for Cohen's Drywall

Christopher M. Ramsey, Esquire
The Bostic Law Group, PA
2236 Ashley Crossing Drive
Charleston, SC 29414
cramsey@BosticLaw.com
***Counsel for Island Pointe, LLC and
Christopher N. Union***

Graham P. Powell, Esquire
Stephanie Brown, Esquire
John J. Dodds, IV, Esquire
Wall Templeton & Haldrup, PA
Post Office Box 1200
Charleston, SC 29402
graham.powell@walltempleton.com
Stephanie.Brown@WallTempleton.com
john.dodds@walltempleton.com
Counsel for Andersen Windows, Inc.

Michael R. Daniel, Esquire
336 Cardinal Road
Elloree, SC 29047
mdaniel@daniellawfirm.net
Counsel for Leonard T. Browne

James Werner, Esquire
Katon Dawson, Jr., Esquire
John Tamasitis, Esquire
Parker Poe
1221 Main Street, Suite 1100
Columbia, SC 29201

Columbia, SC 29211
adam.ribock@mgclaw.com
Trippett.boineau@mgclaw.com
Counsel for Alderman Construction

S. Markey Stubbs, Esquire
Baker Ravenel Bender
Post Office Box 8057
Columbia, SC 29202
mstubbs@brblegal.com
Counsel for Creekside, Inc.

Brent M. Boyd, Esquire
Robert M. Peele III, Esquire
Murphy & Grantland, PA
Post Office Box 6648
Columbia, SC 29260
bboyd@murphygrantland.com
rpeele@murphygrantland.com
***Counsel for Kelly Flooring d/b/a Carpet
Baggers***

Michael B.T. Wilkes, Esquire
J. Alexander Joyner, Esquire
Wilkes Law Firm, PA
127 Dunbar Street, Suite 200
Spartanburg, SC 29306
mwilkes@wilkeslaw.com
ajoyner@wilkeslaw.com
***Counsel for Novus Architects, Inc., F/K/A
SGM Architects, Inc.***

Joseph S. McCue, Esquire
Collins & Lacy, P. C.
Post Office Box 12487
Columbia, SC 29211
jmccue@collinsandlacy.com
***Counsel for Builder Services Group, Inc.
d/b/a Gale Contractor Services***

James A. Atkins, Esquire
Clawson and Staubes, LLC
126 Seven Farms Drive, Suite 200
Charleston, SC 29492-8144
jatkins@clawsonandstaubes.com

katondawson@parkerpoe.com
jimwerner@parkerpoe.com
johntamasitis@parkerpoe.com

Counsel for CertainTeed Corporation

G. Troy Thames, Esquire
Willson Jones Carter & Baxley, P.A.
421 Wando Park Boulevard, Suite 100
Mt. Pleasant, SC 29464
tthames@wjlaw.net

Counsel for Stanley's Vinyl Fence Designs

Everett A. Kendall, II, Esquire
Sweeny, Wingate & Barrow, P.A.
Post Office box 12129
Columbia, SC 29211
EAK@swblaw.com

Counsel for Complete Building Corporation

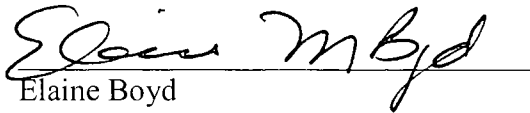
Counsel for W.C. Services, Inc.

W. Duffie Powers, Esquire
R. Batten Farrar, Esquire
Gallivan, White & Boyd, PA
Post Office Box 10589
Greenville, SC 29603
dpowers@gwblawfirm.com
bfarrar@gwblawfirm.com

Counsel for Tallent and Sons, Inc.

PLEADING:

**TRI-COUNTY ROOFING, INC.'S ANSWER TO PLAINTIFFS'
SECOND AMENDED COMPLAINT AND CROSS-CLAIMS
AGAINST CORNERSTONE CONSTRUCTION AND MARK
MALLOY D/B/A CORNERSTONE CONSTRUCTION, MIRACLE
SIDING, LLC AND WILSON LUCAS SALES D/B/A MIRACLE
SIDING, LLC, MARK PALPOINT A/K/A MICAH PALPOINT,
ELOY ALONZO VASQUEZ, AND CHRIS A/K/A JOHN DOE 61**


Elaine Boyd

Columbia, South Carolina
November 15, 2017



Elaine Boyd | D: 803.255.0462 | E: eboyd@collinsandlacy.com
Legal Secretary

November 15, 2017

VIA UNITED STATES MAIL

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

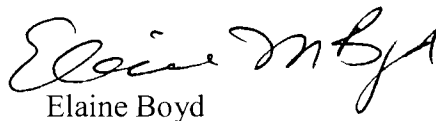
Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc.
and Elizabeth A. Bushey, individually, and on behalf of all others similarly
situated v. Island Pointe, LLC, Leonard T. Browne, et al.
Civil Action No. 2015CP1000955
Claim No. THA10396
C&L File No. 001083-00167

Dear Ms. Armstrong:

Please find enclosed the original and one copy of Defendant Tri-County Roofing, Inc.'s Answer to Plaintiffs' Second Amended Complaint and Cross-Claims against Cornerstone Construction and Mark Malloy d/b/a Cornerstone Construction, Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC, Mark Palpoint a/k/a Micah Palpoint, Eloy Alonzo Vasquez, and Chris a/k/a John Doe 61's in the above-referenced matter. Please file the original and return the clocked copy to us using the enclosed return envelope.

By copy of this letter to counsel of record, we are serving same on them.

Respectfully,


Elaine Boyd
Legal Secretary

/emb
Enclosure

cc: Counsel of Record (*via email only*)

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND) CIVIL ACTION NO: 2015CP1000955
CONDOMINIUM PROPERTY OWNERS)
ASSOCIATION, INC. AND JACK LOVE,)
INDIVIDUALLY AND ON BEHALF OF)
ALL OTHERS SIMILARLY SITUATED,)

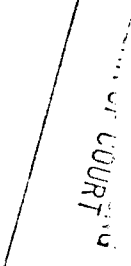
PLAINTIFFS,)

vs.)

ISLAND POINTE, LLC; COMPLETE)
BUILDING CORPORATION; TRI-)
COUNTY ROOFING, INC.; CREEKSIDE,)
INC.; AMERICAN RESIDENTIAL)
SERVICES, LLC D/B/A ARS/RESCUE)
ROOTER CHARLESTON; ANDERSON)
WINDOWS, INC.; ATLANTIC BUILDING)
CONSTRUCTION SERVICES, INC. N/K/A)
ATLANTIC CONSTRUCTION SERVICES,)
INC.; BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR SERVICES;)
NOVUS ARCHITECTS, INC., F/K/A SGM)
ARCHITECTS, INC.; TALLENT AND)
SONS, INC.; W C SERVICES, INC.; CRG)
ENGINEERING, INC.; CERTAINTEED)
CORPORATION; KELLY FLOORING)
PRODUCTS, INC., D/B/A CARPET)
BAGGERS; CORNERSTONE)
CONSTRUCTION AND MARK MALLOY)
D/B/A CORNERSTONE)
CONSTRUCTION; MIRACLE SIDING,)
LLC AND WILSON LUCAS SALES D/B/A)
MIRACLE SIDING, LLC; MARK)
PALPOINT A/K/A MICAH PALPOINT;)
ELROY ALONZO VASQUEZ; CHRIS)
A/K/A JOHN DOE 61; ALDERMAN)
CONSTRUCTION; STANLEY'S VINYL)
FENCE DESIGNS; COHEN'S DRYWALL)
COMPANY, INC.; MOSELY CONCRETE;)
HAND A FRAMING CONSTRUCTION,)
LLC A/K/A H&A FRAMING)
CONSTRUCTION, LLC AND D/B/A H)

**TRI-COUNTY ROOFING, INC.'S
ANSWER TO NOVUS ARCHITECTS,
INC. F/K/A SGM ARCHITECTS, INC.'S
CROSS-CLAIMS ASSERTED IN
RESPONSE TO PLAINTIFFS' SECOND
AMENDED COMPLAINT**

FILED
2017 DEC -1 AM 10:57
JULIE J. ADAMS IRONG
CLERK OF COURT
BY 

FILED
2017 DEC -1 PM 1:47
JULIE J. ADAMS IRONG
CLERK OF COURT
BY 

AND A FRAMING, LLC, H&A	)
CONSTRUCTION, AND HAND A	)
CONSTRUCTION; JMC	)
CONSTRUCTION, INC.; JMC	)
CONSTRUCTION, LLC; JOHN DOE 1-15,	)
	)
DEFENDANTS.	)
COMPLETE BUILDING CORPORATION,	)
INC.	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
VS.	)
	)
LEONARD T. BROWNE AND	)
CHRISTOPHER N. UNION,	)
	)
THIRD-PARTY DEFENDANTS.	)
CREEKSIDE, INC.,	)
	)
THIRD-PARTY PLAINTIFF,	)
	)
VS.	)
	)
CHRISTOPHER N. UNION,	)
	)
THIRD-PARTY DEFENDANT.	)

The Defendant Tri-County Roofing, Inc. ("Tri-County"), answers Defendant Novus Architects, Inc. f/k/a/ SGM Architects, Inc.'s ("Novus") cross-claims it asserted in response to Plaintiffs' Second Amended Complaint by denying each and every allegation not hereinafter admitted, demanding strict proof thereof, and further responds as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Paragraphs 1 through 113 are Novus' answers and affirmative defenses to Plaintiffs' Second Amended Complaint and do not require a response from Tri-County; however, to the extent Paragraphs 1 through 113 infer or impute any liability to Tri-County, those allegations are denied.

2. In response to Paragraph 114, Tri-County admits only that, upon information and belief, the subject Palmetto Pointe at Peas Island townhomes are located in the county of Charleston, South Carolina, and that litigation was originally commenced with the Plaintiff filing a summons and complaint on February 13, 2015, an amended summons and complaint on November 4, 2016, and a second amended summons and complaint on November 2, 2017.

3. In response to Paragraph 115, Tri-County admits only that it entered into a sub-subcontract agreement number 0601-11 with Complete Building Corporation on April 17, 2006, with Change Order #1 dated October 19, 2006; Change Order #2 dated March 1, 2007; Change Order #3 dated June 27, 2007; Change Order #4 dated July 6, 2007; Change Order #5 dated August 24, 2007; Change Order #6 dated October 16, 2007; Change Order #7 dated October 22, 2007; Change Order #8 dated October 22, 2007; Change Order #9 dated October 22, 2007; Change Order #10 dated October 29, 2007; Change Order #11 dated December 13, 2007; and Change Order #12 dated February 15, 2008. Tri-County craves reference to its sub-subcontract and change orders with Complete Building Corporation and, to the extent relevant and necessary, incorporates these documents into this answer to Novus' cross-claims.

4. Tri-County denies the allegations contained in Paragraph 116 to the extent that they are inconsistent with, incomplete, and/or contradictory to the sub-subcontract and change orders one through twelve referenced in paragraph 3 above.

5. Tri-County denies the allegations contained in Paragraphs 117 and 118, and Tri-County demands strict proof thereof.

6. Tri-County denies Novus is entitled to the requested relief contained in the unnumbered "Wherefore" Paragraph in its Answer to Plaintiffs' Second Amended Complaint and Cross-Claims as it relates to Tri-County.

FOR A SECOND DEFENSE

7. Novus' Answer to Plaintiffs' Second Amended Complaint and Cross-Claims fails to set forth sufficient facts to constitute a cause of action and, therefore, should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE

8. Novus' claims may be barred by the doctrine of estoppel.

FOR A FOURTH DEFENSE

9. Novus' claims may be barred or otherwise reduced due to Novus' failure to mitigate damages as required by law.

FOR AN FIFTH DEFENSE

10. Novus' claims may be barred by the doctrine of laches.

FOR A SIXTH DEFENSE

11. Tri-County asserts that some or all of the claims against it are barred by applicable statutes of limitation or statutes of repose.

FOR A SEVENTH DEFENSE

12. Novus' claims may be barred by the doctrine of waiver.

FOR AN EIGHTH DEFENSE

13. Novus was neither a party to nor an intended third-party beneficiary to any sub-subcontract agreement between Complete Building Corporation and Tri-County and, therefore, Novus cannot claim the relief it seeks in the present litigation.

FOR A NINTH DEFENSE

14. Novus's claims are barred by the economic loss doctrine.

FOR A TENTH DEFENSE

15. Novus may not attempt to sidestep its design and/or oversight responsibilities for the construction of the Palmetto Pointe at Peas Island townhomes as prescribed by the case of Spearin v. US., 248 U.S. 132, 39 S.Ct. 59 (U.S. 1918), and its progeny.

FOR AN ELEVENTH DEFENSE

16. Novus failed to comply with the South Carolina Notice and Opportunity to Cure Construction Dwelling Defects Act (S.C. Code §§ 40-59-810, et seq.) and, therefore, is subject to being stayed and/or permanently stayed.

FOR A TWELFTH DEFENSE

17. Novus' claims attempt to shift its own and personal negligence in violation of South Carolina Code § 32-2-10 (Hold harmless clauses in certain construction contracts) and, therefore, the relief sought by Novus should not an cannot be enforced against Tri-County.

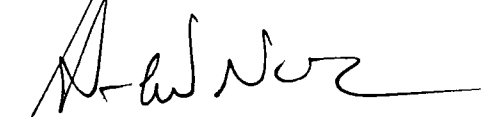
FOR A THIRTEENTH DEFENSE

18. Tri-County incorporates by reference any affirmative defenses raised by any other Defendants in this action and/or that may become available to them or revealed to them during the course of the investigation and/or discovery in this case.

WHEREFORE, having fully answered Novus' Cross-Claims, Tri-County respectfully demands that the allegations be dismissed. Furthermore, Tri-County prays for costs, expenses, attorneys' fees, punitive damages, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,
COLLINS & LACY, P.C.

By:



Andrew N. Cole, Esquire
acole@collinsandlacy.com
Christopher M. Adams, Esquire
cadams@collinsandlacy.com
Post Office Box 12487
Columbia, SC 29211
803.256.2660

ATTORNEYS FOR TRI-COUNTY
ROOFING, INC.

Columbia, South Carolina
November 28, 2017

CERTIFICATE OF SERVICE

The undersigned employee of Collins & Lacy, P.C., Attorneys at Law, Post Office Box 12487, 1330 Lady Street, Sixth Floor, Columbia, South Carolina 29211, does hereby certify that (s)he has served the following named individual(s) with a copy of the pleading(s) indicated below via electronic mail and/or by mailing a copy of same to them in the United States mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

COUNSEL SERVED:

Edward D. Buckley, Jr., Esquire
PO Box 993
Charleston, SC 29402
Counsel for Plaintiffs

Justin O. Lucey, Esquire
Stephanie Drawdy, Esquire
Lucey Law Firm
415 Mill Street
Mt. Pleasant, SC 29464
Counsel for Plaintiffs

Brandon T. Reeser, Esquire
Bonum Wilson, Esquire
Wilson & Heyward, LLC
PO Box 13177
Charleston, SC 29422
Counsel for Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC; and Eloy Alonzo Vasquez

Graham P. Powell, Esquire
Wall Templeton & Haldrup, PA
PO Box 1200
Charleston, SC 29402
Counsel for American Residential Services, LLC and ARS Rescue Rooter Charleston

David S. Cobb, Esquire
Turner Padgett Graham & Laney, PA
PO Box 22129
Charleston, SC 29413
Counsel for Complete Building Corp.

Joseph S. McCue, Esquire
Collins & Lacy, PC
PO Box 12487
Columbia, SC 29211
Counsel for Andersen Windows, Inc.

Suzanne Hogg, Esquire
Carlock Copeland & Stair, LLC
40 Calhoun Street, Suite 400
Charleston, SC 29401
Counsel Cornerstone Construction and Mark Malloy d/b/a Cornerstone Construction

Adam Ribbock, Esquire
R. Trippett Boineau, III, Esquire
McAngus Goudelock & Courie, LLC
PO Box 12519
Columbia, SC 29211
Counsel for Alderman Construction

O. Carlisle Edwards, Jr., Esquire
McAngus Goudelock & Courie, LLC
735 Johnnie Dodds Blvd., Ste. 200
Mt. Pleasant, SC 29465
Counsel for Cohen's Drywall

S. Markey Stubbs, Esquire
Baker Ravenel Bender
PO Box 8057
Columbia, SC 29202
Counsel for Creekside, Inc.

FILED
2017 DEC -1 AM 10:55
JULIE J. ARSIRON
CLERK OF COURT

Michael B.T. Wilkes, Esquire
J. Alexander Joyner, Esquire
Wilkes Law Firm, PA
200 Meeting St., Ste. 205
Charleston, SC 29401
Counsel for Novus Architects, Inc.

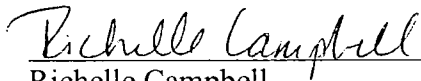
James A. Atkins, Esquire
Clawson & Staubes, LLC
126 Seven Farms Dr., Ste. 200
Charleston, SC 29492
Counsel for WC Services, Inc.

Everett A. Kendall, II, Esquire
Sweeny Wingate & Barrow, PA
PO Box 12129
Columbia, SC 29211
Counsel for Complete Building Corp.

F. Cordes Ford, IV, Esquire
Heather A. Chiovaro, Esquire
Womble Bond Dickinson (US) LLP
PO Box 999
Charleston, SC 29402
Counsel for American Residential Services, LLC

PLEADING:

DEFENDANT TRI-COUNTY ROOFING, INC.'S ANSWER TO NOVUS ARCHITECTS, INC. F/K/A SGM ARCHITECTS, INC.'S CROSSCLAIMS


Richelle Campbell
Columbia, South Carolina
November 29, 2017



Andrew N. Cole | D: 803.255.0433 | E: acole@collinsandlacy.com

November 29, 2017

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

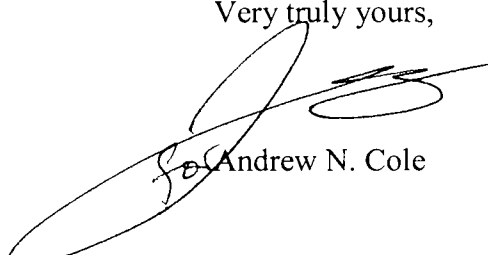
Re: Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Elizabeth A. Bushey, individually, and on behalf of all others similarly situated v. Island Pointe, LLC, Leonard T. Browne, Complete Building Corporation, Tri-County Roofing, Inc., Creekside, Inc., American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston, Andersen Windows, Inc., Atlantic Building Construction Services, Inc. n/k/a Atlantic Construction Services, Inc., Christopher N. Union, Builder Services Group, Inc. d/b/a Gale Contractor Services, Novus Architects, Inc. f/k/a SGM Architects, Inc., Tallen and Sons, Inc., WC Services, Inc., CRG Engineering, Inc., Certainteed Corporation, Kelly Flooring Products, Inc. d/b/a Carpet Baggers, and John Doe 1-60/ Tri-County Roofing, Inc. v. Cornerstone Construction and Mark Malloy d/b/a Cornerstone Construction, Miracle Siding, LLC and Wilson Lucas Sales d/b/a Miracle Siding, LLC, Mark Palpoint a/k/a Micah Palpoint, Eloy Alonzo Vazquez, and Chris a/k/a John Doe 61/ Complete Building Corporation, Inc. v. Aldersman Construction, Stanley's Vinyl Fence Designs, Cohen's Drywall, and Mosely Concrete/Atlantic Construction Services, Inc. v. H and A Framing Construction, LLC a/k/a H&A Framing Construction, LLC, H&A Construction, and H and A Construction; JMC Construction, Inc., and JMC Construction, LLC
Civil Action No. 2015CP1000955
Claim No. THA10396
C&L File No. 001083-00167

Dear Ms. Armstrong:

Enclosed for filing please find the original and one copy of Tri-County Roofing, Inc.'s Answer to Novus Architects, Inc. f/k/a SGM Architects, Inc.'s Crossclaims in the above matter. Please file the original and return a clocked-in copy to me.

With warmest regards, I am,

Very truly yours,

A handwritten signature in black ink, appearing to read 'Andrew N. Cole', is written over the typed name. The signature is stylized with a large, sweeping loop at the beginning and a horizontal line extending to the right.

Enclosures
cc/enc: Counsel of Record
(via e-mail only)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PALMETTO POINTE AT PEAS)
ISLAND CONDOMINIUM)
PROPERTY OWNERS)
ASSOCIATION, INC., AND JACK)
LOVE, INDIVIDUALLY, AND ON)
BEHALF ALL OTHERS SIMILARLY)
SITUATED,)
)
Plaintiffs,)
)
v.)
)
ISLAND POINTE, LLC, COMPLETE)
BUILDING CORPORATION, TRI-)
COUNTY ROOFING, INC.,)
CREEKSIDE, INC., AMERICAN)
RESIDENTIAL SERVICES, LLC)
D/B/A ARS/RESCUE ROOTER)
CHARLESTON, ANDERSEN)
WINDOWS, INC., ATLANTIC)
BUILDING CONSTRUCTION)
SERVICES, INC. N/K/A ATLANTIC)
CONSTRUCTION SERVICES, INC.,)
BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR)
SERVICES, NOVUS ARCHITECTS,)
INC. F/K/A SGM ARCHITECTS, INC.,)
TALLENT AND SONS, INC., W C)
SERVICES, INC., CRG)
ENGINEERING, INC.,)
CERTAINTEED CORPORATION,)
KELLY FLOORING PRODUCTS,)
INC. D/B/A CARPET BAGGERS,)
CORNERSTONE CONSTRUCTION)
AND MARK MALLOW D/B/A)
CORNERSTONE CONSTRUCTION,)
MIRACLE SIDING, LLC AND)
WILSON LUCAS SALES D/B/A)
MIRACLE SIDING, LLC, MARK)
PALPOINT A/K/A MICAH)
PALPOINT, ELROY ALONZO)
VASQUEZ, CHRIS A/K/A JOHN DOE)

IN THE COURT OF COMMON PLEAS

Docket No. 2015-CP-10-955

**COMPLETE BUILDING
CORPORATION, INC.'S ANSWER
TO SECOND AMENDED COMPLAINT
AND CROSSCLAIMS**

FILED
2017 DEC 11 AM 11:54
JULIE L. ARSLOVE
CLERK OF COURT
BY 

61, ALDERMAN CONSTRUCTION,)
STANLEY'S VINYL FENCE)
DESIGNS, COHEN'S DRYWALL)
COMPANY, INC., MOSELY)
CONCRETE, H AND A FRAMING)
CONSTRUCTION, LLC A/K/A H&A)
FRAMING CONSTRUCTION, LLC)
AND D/B/A H AND A FRAMING,)
LLC, H&A CONSTRUCTION, AND)
H AND A CONSTRUCTION, JMC)
CONSTRUCTION, INC., JMC)
CONSTRUCTION, LLC, JOHN DOE)
1-15,)

Defendants.)

COMPLETE BUILDING)
CORPORATION, INC.,)

Third-Party Plaintiff,)

v.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.)

Third-Party Plaintiff,)

v.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

Defendant Complete Building Corporation, Inc. ("Defendant") answers the Second Amended Complaint, crossclaims against certain other parties, and respectfully shows unto the Court:

FOR A FIRST DEFENSE

1. Except as specifically admitted, qualified, or explained, Defendant denies

the allegations and demands strict proof of each allegation.

2. Paragraphs 1-9 do not require a response.

3. Defendant admits only so much of the allegations of Paragraphs 10-11 as allege Complete Building Corporation, Inc. was a South Carolina corporation that did certain work in Charleston County. Defendant denies the remaining allegations at this time and demands strict proof of each allegation.

4. Defendant admits the allegations of Paragraphs 12-37.

5. Defendant admits only so much of the allegations of Paragraph 38 as allege a civil lawsuit may be filed in Charleston County Court of Common Pleas.

6. Defendant admits only so much of the allegations of Paragraph 39-48 as allege Defendant contracted for the construction of the property at issue. Defendant denies the remaining allegations at this time and demands strict proof of each allegation.

7. Paragraphs 49-58 are statements of law, to which no response is required. To the extent a response is required; Defendant denies the allegations and demands strict proof of each allegation.

8. Defendant denies the allegations in Paragraphs 59-63 and demands strict proof of each allegation.

9. Paragraphs 64-65 do not require a response.

10. Paragraph 66 is a statement of law, to which no response is required.

11. Defendant denies the allegations of Paragraphs 67-70 and demands strict proof of each allegation.

12. Paragraph 71 does not require a response.

13. Paragraphs 72-74 are statements of law, to which no response is required.

14. Defendant denies the allegations of Paragraphs 75-76.

15. Paragraphs 77-97 do not require a response.

AS AN ADDITIONAL DEFENSE
(Comparative Negligence)

16. FURTHER ANSWERING, any injury and damage sustained by Plaintiffs may have been caused by the negligence or willfulness of Plaintiffs, combining,

concurring, and contributing with the negligence or willfulness, if any, by others. Because Plaintiffs' negligence or willfulness may be greater than the alleged negligence or willfulness of one or more adverse parties, Plaintiffs may be barred from recovery.

AS AN ADDITIONAL DEFENSE
(Comparative Negligence)

17. FURTHER ANSWERING, any injury and damage sustained by Plaintiffs may have been caused by the negligence or willfulness of Plaintiffs, combining, concurring, and contributing with the negligence or willfulness, if any, by others. Therefore, the Court should reduce any recovery awarded to Plaintiffs for the alleged injuries and damage based upon the percentage of negligence or willfulness attributed to Plaintiffs.

AS AN ADDITIONAL DEFENSE
(Statutory Defense)

18. FURTHER ANSWERING, S.C. Code Ann. §15-38-15 applies to this lawsuit.

AS AN ADDITIONAL DEFENSE
(Punitive Damages)

19. FURTHER ANSWERING, any award of punitive damages would violate the constitutional safeguards provided by the Due Process Clause of the Fourteenth Amendment of the United States Constitution and under the Due Process Clause of Article I, Section 3 of the South Carolina Constitution because the determination of punitive damages does not bear any reasonable relationship to the amount of actual damages, if any, suffered by or awarded.

AS AN ADDITIONAL DEFENSE
(Reservation of Rights)

20. FURTHER ANSWERING, Defendant has not had an opportunity to conduct a sufficient investigation or engage in adequate discovery about the allegations of this lawsuit. Defendant gives notice of the intent to assert any further affirmative defenses that any investigation supports, including, but not limited to, defenses that the action is barred in whole or in part by any applicable statute,

contract, release, covenant, or the doctrine of laches. Thus, Defendant reserves the right to amend this pleading to assert any such defenses.

AS AN ADDITIONAL DEFENSE
(Statutes of Limitations and Repose)

21. FURTHER ANSWERING, the applicable statutes of limitations and repose, including but not limited to S.C. Code Ann. §§ 15-3-530 et seq., 15-3-640, and 36-2-728 et seq. bar the claims.

FOR AN ADDITIONAL DEFENSE AND AS CROSSCLAIMS AGAINST ISLAND POINTE, LLC, CHRISTOPHER UNION, TRI-COUNTY ROOFING, INC., CREEKSIDE, INC., AMERICAN RESIDENTIAL SERVICES, LLC D/B/A ARS/RESCUE ROOTER CHARLESTON, ANDERSEN WINDOWS, INC., ATLANTIC BUILDING CONSTRUCTION SERVICES, INC. N/K/A ATLANTIC CONSTRUCTION SERVICES, INC., BUILDER SERVICES GROUP, INC. D/B/A GALE CONTRACTOR SERVICES, NOVUS ARCHITECTS, INC. F/K/A SGM ARCHITECTS, INC., TALLENT AND SONS, INC., W C SERVICES, INC., CRG ENGINEERING, INC., CERTAINTEED CORPORATION, KELLY FLOORING PRODUCTS, INC. D/B/A CARPET BAGGERS, CORNERSTONE CONSTRUCTION AND MARK MALLOW D/B/A CORNERSTONE CONSTRUCTION, MIRACLE SIDING, LLC AND WILSON LUCAS SALES D/B/A MIRACLE SIDING, LLC, MARK PALPOINT A/K/A MICAH PALPOINT, ELROY ALONZO VASQUEZ, CHRIS A/K/A JOHN DOE 61, ALDERMAN CONSTRUCTION, STANLEY'S VINYL FENCE DESIGNS, COHEN'S DRYWALL COMPANY, INC., MOSELY CONCRETE, H AND A FRAMING CONSTRUCTION, LLC A/K/A H&A FRAMING CONSTRUCTION, LLC AND D/B/A H AND A FRAMING, LLC, H&A CONSTRUCTION, AND H AND A CONSTRUCTION, JMC CONSTRUCTION, INC., JMC CONSTRUCTION, LLC, JOHN DOE 1-15 ("OTHER DEFENDANTS")

22. Defendant incorporates the allegations from the above paragraphs.

23. Plaintiffs sued Defendant claiming damages caused by allegedly defective products and/or construction work or services.

24. Defendant denies all of the substantive allegations made against Defendant.

25. By way of crossclaims, Defendant asserts claims against "Other Defendants".

FOR A FIRST CAUSE OF ACTION AGAINST "OTHER DEFENDANTS"
(Negligence)

26. Defendant incorporates the allegations from the above paragraphs.

27. Upon information and belief, Other Defendants owed a duty to Defendant to exercise the degree of skill necessary to ensure that the labor, materials, goods, and services in connection with the original construction at the Project conformed with the customary and ordinary standards of the building and construction industry, all applicable building codes, and to otherwise deliver the buildings free of construction defects.

28. Upon information and belief, Other Defendants were negligent, careless and reckless in the design, supervision, construction, inspection, and/or supplying of the work or materials outlined above and incorporated into the Project.

29. Upon information and belief, as a direct and proximate result of the negligence, carelessness, and recklessness, Defendant incurred damages in the amount of any money that it is adjudged to owe Plaintiffs or which it pays Plaintiffs in settlement of Plaintiffs' claims plus the cost of investigating and defending these claims.

30. Upon information and belief, Defendant is entitled to judgment for actual damages (collectively or individually) against Other Defendants in the amount of any monies that it is adjudged to owe Plaintiffs or which he pays Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense, and settlement of these claims.

FOR A SECOND CAUSE OF ACTION AGAINST "OTHER DEFENDANTS"
(Breach of Warranty)

31. Defendant incorporates the allegations from the above paragraphs.

32. Other Defendants expressly or impliedly warranted to Defendant that all work performed would be performed in a careful, diligent, and workmanlike manner and that any materials and/or services designed, supplied, or sold by them for use on the project would be merchantable and fit for their intended or specific purposes.

33. Upon information and belief, Other Defendants breached their implied and/or express warranties of merchantability, workmanlike service, and/or fitness for a particular or intended purpose in the original construction of the Project.

34. Upon information and belief, as a result of these breaches, Defendant incurred damages in the amount of any money that it is adjudged to owe Plaintiffs or

which it pays Plaintiffs in settlement of Plaintiffs' claims plus the cost of investigating and defending these claims.

35. Upon information and belief, Defendant is entitled to judgment for actual damages (collectively or individually) against Other Defendants in the amount of any monies that it is adjudged to owe Plaintiffs or which it pays Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense, and settlement of these claims.

FOR A THIRD CAUSE OF ACTION AGAINST "OTHER DEFENDANTS"
(Indemnity)

36. Defendant incorporates the allegations of the above paragraphs.

37. Upon information and belief, Other Defendants negligently selected the materials and/or products and negligently installed and/or trained and instructed the installers about the proper manner for the installation of the materials and/or products.

38. To the extent, if any, that Defendant is held liable to Plaintiffs, such liability would be a direct and proximate result of the wrongful acts, omissions, negligence, and/or presentation of Other Defendants, which has damaged Defendant because Defendant has been subjected to liability and has incurred consequential damages in having to expend fees and costs in defending this lawsuit.

39. To the extent, if any, that the materials and/or products were defective or deficient in design, engineering, materials, installation, installation obstruction, and/or were not merchantable or fit for its particular or intended purposes, such defects and deficiencies result from the breach of the express and implied contractual obligations and warranties that Other Defendants provided. These acts damaged Defendant because Defendant has been subjected to liability and has incurred consequential damages in having to expend fees and costs in defending this lawsuit.

40. Defendant is entitled to indemnification from Other Defendants for any liability Defendant is found to have to Plaintiff, and Defendant would be entitled to damages for Other Defendants' negligence and for Other Defendants' breaches of the implied and express warranties. In such a case, Defendant would be entitled to recover from Other Defendants for any moneys that it is adjudged to owe Plaintiffs or

which it pays Plaintiffs in settlement of Plaintiffs' claims as well as costs and fees incurred in the investigation, defense, and settlement of these claims. To the extent, if any, Defendant is liable to Plaintiffs, Defendant is entitled to contractual and equitable indemnity from Other Defendants for any judgment or settlement amount, including reasonable attorney's fees. Further, to the extent liability or damages are imposed against Defendant, Defendant alleges its liability to Plaintiffs, if any, is only secondary or passive and Plaintiffs' damages, if any, were solely and proximately caused by the active or primary fault of Other Defendants. Therefore, Defendant pleads the right of contractual and equitable indemnity exists in its favor against Other Defendants because Defendant is exposed to the liability in this lawsuit, if at all, because of the primary wrongful acts and/or omissions of Other Defendants.

WHEREFORE, having answered and crossclaimed against certain other parties, Defendant asks this Court to dismiss the Second Amended Complaint, to grant it judgment on its crossclaims, and to grant such other and further relief as this Court deems just and proper.

TURNER PADGET



David S. Cobb

Post Office Box 22129

Charleston, South Carolina 29413-2129

Direct: (843) 576-2803

Fax: (843) 577-1629

dcobb@turnerpadget.com

Charleston, South Carolina

December 8, 2017

ATTORNEYS FOR DEFENDANT COMPLETE
BUILDING CORPORATION, INC.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

Docket No. 2015-CP-10-955

PALMETTO POINTE AT PEAS)
ISLAND CONDOMINIUM)
PROPERTY OWNERS)
ASSOCIATION, INC., AND JACK)
LOVE, INDIVIDUALLY, AND ON)
BEHALF ALL OTHERS SIMILARLY)
SITUATED,)

Plaintiffs,)

v.)

CERTIFICATE OF SERVICE

ISLAND POINTE, LLC, COMPLETE)
BUILDING CORPORATION, TRI-)
COUNTY ROOFING, INC.,)
CREEKSIDE, INC., AMERICAN)
RESIDENTIAL SERVICES, LLC)
D/B/A ARS/RESCUE ROOTER)
CHARLESTON, ANDERSEN)
WINDOWS, INC., ATLANTIC)
BUILDING CONSTRUCTION)
SERVICES, INC. N/K/A ATLANTIC)
CONSTRUCTION SERVICES, INC.,)
BUILDER SERVICES GROUP, INC.)
D/B/A GALE CONTRACTOR)
SERVICES, NOVUS ARCHITECTS,)
INC. F/K/A SGM ARCHITECTS, INC.,)
TALLENT AND SONS, INC., W C)
SERVICES, INC., CRG)
ENGINEERING, INC.,)
CERTAINTED CORPORATION,)
KELLY FLOORING PRODUCTS,)
INC. D/B/A CARPET BAGGERS,)
CORNERSTONE CONSTRUCTION)
AND MARK MALLOW D/B/A)
CORNERSTONE CONSTRUCTION,)
MIRACLE SIDING, LLC AND)
WILSON LUCAS SALES D/B/A)
MIRACLE SIDING, LLC, MARK)
PALPOINT A/K/A MICAH)
PALPOINT, ELROY ALONZO)
VASQUEZ, CHRIS A/K/A JOHN DOE)
61, ALDERMAN CONSTRUCTION,)
STANLEY'S VINYL FENCE)
DESIGNS, COHEN'S DRYWALL)
COMPANY, INC., MOSELY)
CONCRETE, H AND A FRAMING)

FILED
2017 DEC 11 AM 11:54
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

CONSTRUCTION, LLC A/K/A H&A)
FRAMING CONSTRUCTION, LLC)
AND D/B/A H AND A FRAMING,)
LLC, H&A CONSTRUCTION, AND)
H AND A CONSTRUCTION, JMC)
CONSTRUCTION, INC., JMC)
CONSTRUCTION, LLC, JOHN DOE)
1-15,)

Defendants.)

COMPLETE BUILDING)
CORPORATION, INC.,)

Third-Party Plaintiff,)

v.)

LEONARD T. BROWNE AND)
CHRISTOPHER N. UNION,)

Third-Party Defendants.)

CREEKSIDE, INC.)

Third-Party Plaintiff,)

v.)

CHRISTOPHER N. UNION,)

Third-Party Defendant.)

On December 8, 2017, I mailed a copy of **Defendant Complete Building Corporation, Inc.'s Answer to Second Amended Complaint and Crossclaims** to:

Edward D. Buckley, Jr.
Post Office Box 993
Charleston, South Carolina 29402

-and-

Justin O'Toole Lucey
Stephanie Drawdy
415 Mill Street
Mount Pleasant, South Carolina 29464

-and-

Joshua P. Cantwell
Post Office Box 600
Charleston, South Carolina 29402

Attorneys for Plaintiffs

Heather Chiovaro

Graham P. Powell
Post Office Box 1200
Charleston, South Carolina 29402
Attorneys for Andersen Windows, Inc.

Brent M. Boyd
Robert M. Peele, III
Post Office Box 6648
Columbia, South Carolina 29260
**Attorneys for Kelly Flooring Products, Inc.
d/b/a Carpet Baggers**

R. Michael Ethridge
Suzanne Deters
Post Office Box 20969

F. Cordes Ford, IV
Post Office Box 999
Charleston, South Carolina 29402
Attorneys for American Residential Services, LLC d/b/a ARS/Rescue Rooter Charleston

Joseph S. McCue
Post Office Box 12487
Columbia, South Carolina 29211
Attorneys for Builder Service's Group, Inc. d/b/a Gale Contractor Services

Patrick J. McDonald
234 Seven Farms Drive, Suite 128
Daniel Island, South Carolina 29492
-and-

Christopher M. Ramsey
2236 Ashley Crossing Drive
Charleston, South Carolina 29414
Attorneys for Island Pointe, LLC and Christopher N. Union

S. Markey Stubbs
Post Office Box 8057
Columbia, South Carolina 29202
Attorneys for Creekside, Inc.

Bonum S. Wilson, III
Brandon T. Reeser
Post Office Box 13177
Charleston, South Carolina 29422
Attorneys for Wilson Lucas Sales d/b/a Miracle Siding, LLC and Eloy Alonzo Vasquez

O. Carlisle Edwards, Jr.
Post Office Box 650007
Mount Pleasant, South Carolina 29465
Attorneys for Cohens Drywall

W. Duffie Powers
Carter Massingill
Robert Batten Farrar
Post Office Box 10589
Greenville, South Carolina 29603
Attorneys for Tallent and Sons, Inc.

G. Troy Thames
421 Wando Park Boulevard, Suite 100
Mt. Pleasant, South Carolina 29464
Attorneys for Stanley's Vinyl Fence Designs

Charleston, South Carolina 29413
Attorneys for Cornerstone Construction and Mark Malloy

Michael B.T. Wilkes
J. Alexander Joyner
200 Meeting Street, Suite 205
Charleston, South Carolina 29401
Attorneys for Novus Architects, Inc. f/k/a SGM Architects, Inc.

Christopher M. Adams
Post Office Box 12487
Columbia, South Carolina 29211
Attorneys for Tri-County Roofing

Andrew N. Cole
Post Office Box 12487
Columbia, South Carolina 29211
Attorneys for Tri-County Roofing, JMC Construction, Inc. and JMC Construction, LLC

Adam Ribock
R. Trippett Boineau, III
Post Office Box 12519
Columbia, South Carolina 29211-2519
Attorneys for Alderman Construction

James Lynn Werner
John Tamasitis
1221 Main Street, Suite 1100
Columbia, South Carolina 29201
Attorney for Certainteed Corporation

James A. Atkins
126 Seven Farms Drive, Suite 200
Charleston, South Carolina 29492
Attorneys for WC Services, Inc.

Dunn D. Hollingsworth
Michael E. Wright
550 King Street, Suite 300
Charleston, South Carolina 29403
Attorneys for Atlantic Construction Services, Inc.

David Allen Anderson
Post Office Drawer 7788
Columbia, South Carolina 29202
Attorneys for Mosely Concrete

Everett Kendall
Richard McLawhorn
Post Office Box 12129
Columbia, South Carolina 29211
**Attorneys for Complete Building
Corporation**



Heather Hagen

Turner | Padget

DAVID S. COBB

Direct Dial: (843) 576-2803

Direct Fax: (843) 577-1629

dcobb@turnerpadget.com

December 8, 2017

Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2210

Re: **Palmetto Pointe at Peas Island Condominium Property Owners Association, Inc. and Jack Love, Individually, and on behalf of all others similarly situated v. Complete Building Corporation et al.**
Docket No.: 2015-CP-10-955
TP File No.: 13640.101

Dear Ms. Armstrong:

We enclose the original and one copy of Defendant Complete Building Corporation, Inc.'s Answer to Second Amended Complaint and Crossclaims in this case. Please file the original and return a filed copy to me in the enclosed envelope. By copy of this letter, we are serving a copy to all counsel of record. If you have any questions or need additional information, please call me at your convenience. With kind regards,

TURNER PADGET



David S. Cobb

DSC/hah

enclosures

cc: counsel of record (with enclosures)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)

Palmetto Pointe at Peas Island)
Condominium Property Owners)
Association, Inc., and Jack Love,)
individually, and one behalf of all)
others similarly situated,)
)

Plaintiffs,)

vs.)

Island Pointe, LLC; Complete Building)
Corporation; Tri-County Roofing, Inc.;)
Creekside, Inc.; American Residential)
Services, LLC d/b/a ARS/Rescue)
Rooter Charleston; Andersen Windows,)
Inc.; Atlantic Building Construction)
Services, Inc. n/k/a Atlantic)
Construction Services, Inc.; Builder)
Services Group, Inc. d/b/a Gale)
Contractor Services; Novus Architects,)
Inc. f/k/a SGM Architects, Inc.; Tallent)
and Sons, Inc.; CRG Engineering, Inc.;)
Certainteed Corporation; Kelly)
Flooring Products, Inc. d/b/a Carpet)
Baggers; Cornerstone Construction and)
Mark Mallow d/b/a Cornerstone)
Construction; Miracle Siding, LLC and)
Wilson Lucas Sales d/b/a Miracle)
Siding, LLC; Mark Palpoint a/k/a)
Micah Palpoint; Eloy Alonzo Vazquez;)
Chris a/k/a John Doe 61; Alderman)
Construction; Stnaley's Vinyl Fence)
Designs; Cohen's Drywall Company,)
Inc.; Mosely Concrete; Hand A)
Framing Construction, LLC a/k/a H&A)
Framing Construction, LLC and d/b/a)
H and A Framing, LLC, H&A)
Construction, and Hand A)
Construction; JMC Construction, Inc.;)
JMC Construction, LC; John Doe 1-15,)
)

Defendants.)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO: 2015CP1000955

TRI-COUNTY ROOFING, INC.'S ANSWER
TO CROSS-CLAIMS OF COMPLETE
BUILDING CORPORTATION, INC. IN
RESPONSE TO PLAINTIFFS' SECOND
AMENDED COMPLAINT

(JURY TRIAL DEMANDED)

2018 APR 18 PM 1:19
CLERK OF COURT
✓

Complete Building Corporation, Inc.,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Leonard T. Browne and Christopher N.	)
Union,	)
	)
Third-Party Defendants.	)
Creekside, Inc.,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Christopher N. Union,	)
	)
Third-Party Defendants.	)
American Residential Services, LLC,	)
	)
Third-Party Plaintiff,	)
	)
vs.	)
	)
Victor Hugo Hernandez, Hernandez	)
Electric, LLC; Liliana Rojas Flores;	)
Martin Barr d/b/a Port City Structured	)
Wiring; Keller Electric, LLC; John	)
Toolin d/b/a John F. Toolin Heat and	)
Air; Russell "Rusty" Hill d/b/a Rusty's	)
Heating & Air; and Warren Anderson,	)
	)
Third-Party Defendants.	)

The Defendant, Tri-County Roofing, Inc. ("Tri-County") hereby restates its answers to the cross-claims asserted by Complete Building Corporation, Inc.'s ("Complete Building") that Complete Building asserted in response to Plaintiffs' Second Amended Summons and Complaint

by denying each and every allegation not hereinafter admitted, demanding strict proof thereof, and further responds as follows:

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Paragraphs 1 through 22 are Complete Building's answers and affirmative defenses to Plaintiffs' Second Amended Complaint and do not require a response from Tri-County; however, to the extent an answer is required or to the extent that these Paragraphs 1 through 22 infer or impute any liability to Tri-County, these allegations are denied.

2. In response to Paragraph 23, Tri-County admits only that Plaintiffs filed a lawsuit alleging claims and damages arising from alleged construction defects, but Tri-County denies these allegations and it incorporates its answer and affirmative defenses to Plaintiffs' Second Amended Complaint that Tri-County filed on November 17, 2017, as if incorporated here verbatim.

3. In response to Paragraph 24, upon information and belief, Tri-County admits that Complete Building has denied the allegations of Plaintiffs' Second Amended Complaint.

4. Paragraph 25 is a reference paragraph that requires no response; however, to the extent that a response is required or to the extent that the allegations contained in Paragraph 25 can be construed to impart liability on Tri-County, these allegations are denied.

First Cross-Claim
(Negligence)

5. Answering Paragraph 26, Tri-County restates and realleges its response in Paragraphs 1 through 4 above.

6. In response to Paragraph 27, Tri-County admits only that whatever work it performed at the Palmetto Pointe project was performed in conformity with the applicable plans, specifications, building code, and was done in a workmanlike manner and in accordance with

industry standards, and Tri-County denies all allegations contained in Paragraph 27 that are inconsistent with this response.

7. Tri-County denies the allegations contained in Paragraphs 28 through 30 and demands strict proof thereof.

Second Cross-Claim
(Breach of Warranty)

8. Answering Paragraph 31, Tri-County restates and realleges its response in Paragraphs 1 through 7 above.

9. Tri-County lacks sufficient knowledge and information upon which to form a belief as to the truth or falsity of the allegations contained in Paragraph 32 as it relates to all named "Other Defendants" and, therefore, denies the same. By way of further response to paragraph 32, Tri-County craves reference to any express warranties for their terms and conditions and denies any allegations inconsistent therewith. Furthermore, Tri-County asserts any work it performed on the subject property was done in a workmanlike manner and in accordance with construction industry customs, practices, and standards and to the extent Paragraph 32 infers or imputes any liability to Tri-County, those allegations are denied and strict proof is demanded thereof.

10. Tri-County denies the allegations contained in Paragraphs 33 through 35 and demands strict proof thereof.

Third Cross-Claim
(Indemnity)

11. Answering Paragraph 36, Tri-County restates and realleges its response in Paragraphs 1 through 10 above.

12. Tri-County denies the allegations contained in Paragraphs 37 through 40 and demands strict proof thereof.

13. Tri-County denies Complete Building is entitled to the requested relief in the unnumbered "Wherefore" Paragraph.

FOR A SECOND DEFENSE

14. Complete Building's Cross-Claims fail to set forth sufficient facts to constitute a cause of action and, therefore, should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE

15. Even if Tri-County was negligent in any respect, which is expressly denied, and such conduct operated as a proximate cause of Complete Building's injuries, if any, which is expressly denied, Tri-County alleges Complete Building's negligent, grossly negligent, reckless, willful, and wanton conduct contributed more than fifty percent (50%) to the cause of the accident, and therefore, Complete Building's claims are barred.

FOR A FOURTH DEFENSE

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

FOR A FIFTH DEFENSE

17. Such injuries or losses as Complete Building sustained, if any, were caused by the contributory negligence, carelessness, recklessness, willfulness, and wantonness of Complete Building, and Tri-County pleads Complete Building's contributory negligence as a complete defense to this action.

FOR A SIXTH DEFENSE

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

FOR A SEVENTH DEFENSE

19. Any injuries sustained by Complete Building were due to and caused by the sole negligence of third persons over whom Tri-County had no control, and therefore, Tri-County should not be liable to Complete Building in any sum whatsoever.

FOR AN EIGHTH DEFENSE

20. Any injuries sustained by Complete Building were due to and caused by the intervening and superseding acts of negligence, carelessness, recklessness, and gross negligence on the part of third persons as a proximate cause of injuries as alleged, if any, and therefore, Tri-County should not be liable to Complete Building in any sum whatsoever.

FOR A NINTH DEFENSE

21. Complete Building's claims may be barred by the doctrine of estoppel.

FOR A TENTH DEFENSE

22. Complete Building's claims may be barred or otherwise reduced due to Complete Building's failure to mitigate damages as required by law.

FOR AN ELEVENTH DEFENSE

23. Complete Building's claims may be barred by the doctrine of laches.

FOR A TWELFTH DEFENSE

24. Tri-County asserts that some or all of the claims against them are barred by applicable statutes of limitation or statutes of repose.

FOR A THIRTEENTH DEFENSE

25. Complete Building's claims may be barred by the doctrine of waiver.

FOR A FOURTEENTH DEFENSE

26. If Tri-County provided any express or implied warranties, then such warranties that could have been extended to Complete Building have expired.

FOR A FIFTEENTH DEFENSE

27. To the extent that Complete Building asserts a claim for breach of express warranty, any warranty that was provided Complete Building is expired or otherwise limited by its terms.

FOR A SIXTEENTH DEFENSE

28. Any recovery by Complete Building must be reduced or offset by amounts Complete Building has received or will receive from others for the same injuries claimed in this lawsuit.

FOR A SEVENTEENTH DEFENSE

29. Complete Building either knew or should have known of any alleged deficiencies in the construction and accepted the same with such knowledge. As a result, Complete Building's recovery should be barred.

FOR AN EIGHTEENTH DEFENSE

30. Complete Building's claims are barred by the economic loss doctrine.

FOR A NINETEENTH DEFENSE

31. Any and all materials, work or services which Tri-County provided met all construction industry customs, practices, and standards applicable to Complete Building's claims.

FOR A TWENTIETH DEFENSE

32. Upon information and belief, and without waiving any defenses, Complete Building's causes of action for negligence and warranties are not independent causes of action from Complete Building's equitable indemnity and/or contractual indemnity claims and, therefore, must be dismissed. *Stoneledge at Lake Keowee Owners' Ass'n, Inc. v. Clear View Const.*, 413 S.C. 615, 776 S.E.2d 426 (Ct. App. 2015).

FOR A TWENTY-FIRST DEFENSE

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

FOR A TWENTY-SECOND DEFENSE

34. Tri-County incorporates by reference any affirmative defenses raised by any other Defendants in this action.

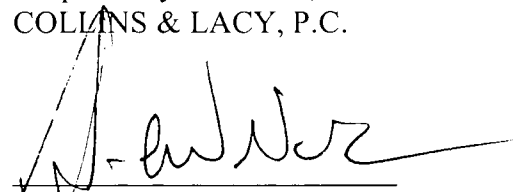
FOR A TWENTY-THIRD DEFENSE

35. Tri-County incorporates by reference its cross-claims it asserted on November 17, 2017, in response to Plaintiffs' Second Amended Summons and Complaint here as if restated. Tri-County does not require its cross-claim defendants to respond to its cross-claims anew in response to the current pleading as Tri-County will accept all prior answers as if they are responding to the renewed cross-claim made by reference here.

Wherefore, having fully answered Complete Building's Cross-Claims, Tri-County respectfully demands that the cross-claims be dismissed; furthermore, Tri-County prays for judgment on any of its pending cross-claims as well as for costs, expenses, attorneys' fees, punitive damages, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,
COLLINS & LACY, P.C.

By:



Andrew N. Cole, Esquire
acole@collinsandlacy.com
Christopher M. Adams, Esquire
cadams@collinsandlacy.com
Post Office Box 12487
Columbia, SC 29211
803.256.2660

ATTORNEYS FOR TRI-COUNTY
ROOFING, INC.

Columbia, South Carolina
April 16, 2018