

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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**Jun 06 2025**

**SC Court of Appeals**

APPEAL FROM Horry County  
Court of Common Pleas

Hon. G.D. Morgan, Master-in-Equity

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Case No.: 2024-CV-26-1040781

Case No.: 2024-CP-26-05611

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D.R. Horton, Inc..... Appellant,  
/AKA/ D.R. Horton Builder

v.

Edward and April Mannone ..... Respondents.

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INITIAL BRIEF OF RESPONDENT

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/s/ Edward Mannone

/s/ April Mannone

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## STATEMENT OF THE CASE

We, Edward and April Mannone, (hereinafter, "Plaintiffs" or "Respondents") are in request for the dismissal of the Appeals case No. 2024-CV-26-1040781 D.R. Horton Inc ,/AKA/ D.R. Horton Builder, (hereinafter, "Defendant" or "Appellant" or "D.R. Horton") v. Edward and April Mannone, Respondents.

We, Edward and April Mannone, filed our original claim on May 1, 2024, at Surfside Beach Magistrate Court in Horry County, South Carolina against D.R. Horton for failure to fulfill a warranty on our flooring and replacement of defective floor on entire 1<sup>st</sup> floor caused by construction crew. No legal counsel was present, and we were not legally advised at the time that we filled out our claim form. We filed as layman. When filling out the paperwork, where it stated, defendant, we placed D.R. Horton Builder. Placing the word "Builder" after D.R. Horton as their sign states on their place of business "D.R. Horton American Builders". It is also the type of business. D.R. Horton was the builder of our house and the builder that many people may choose to use to build their home. The business address that we indicated on the form for D.R. Horton's address was that of its Main Divisional office for Myrtle Beach area. D.R. Horton 4049 Belle Terre Boulevard Myrtle Beach, South Carolina 29579. This is the office that we have been communicating with since we purchased our home and any warrantee issues. This was the office where the field manager, warranty manager and construction manager/supervisors responded from, and where we were told to correspond when we had any concerns or problems.

On July 17, 2024, our hearing was heard by Honorable Manuela A. Clayton, Presiding Judge at Surfside Beach Magistrate Court of Horry County South Carolina. We arrived in a timely manner, fully prepared with two witnesses, Mr. Richard Cinetti and Mr. Chuck Obenshein. At the beginning of the hearing, Plaintiffs, Mr. and Mrs. Mannone, Defendants non-lawyer representatives for D.R. Horton Builder, Mr. Jimmy Lisi, Construction Manager and Lori Roberts, Customer Service Manager, were present in the courtroom. The Honorable Judge Manuela A. Clayton announced that our case was a default hearing. Then immediately clarified with the defendant why and that they understood and acknowledged that D.R.Horton was at default on filing late with answering the summons for this complaint within the 30 days causing this case to a default hearing. As stated in the judge's

statement, Defendant agreed and acknowledged that they were at default. The Judge then offered the Defendant an opportunity to leave the courtroom with us, the plaintiff, and forego the trial, to come to a reasonable agreement settlement award amount with us because they were already at default, or the Defendant could continue with a trial. It was explained that if they chose to continue with the trial, the award amount to the Plaintiff would be determined by the court based upon the hearing. The Defendant declined the opportunity to settle and chose to go for the trial. The hearing proceeded and we, the Plaintiff, presented our case with pictures, text messages, emails and our two witnesses. The Defendants, Mr. Lisi and Ms. Roberts both made rebuttals to statements made by us. The Defendants had the opportunity to present. The Judge asked both sides many questions. In conclusion, the court entered a judgement for us, the plaintiffs, Mr. Edward and Mrs. April Mannone, for the amount of \$7580.00.

With the results of the judgment in our favor we were made aware by the court papers that D.R. Horton had 30 days from the judgement to make payment to us. After 30 days, we could submit the judgement to the court for interest in the judgement. We waited 28 days, August 14<sup>th</sup>, 2024, without receiving any mailings or communications regarding payment being made to us. We had decided to call D.R.Horton's Main Division Office to ask if there was a check that we needed to pick up. The response from the person answering the phone was "I will have to call you back. I need to talk to the supervisor." Within two hours of that call, we received a call back from Kenison, Dudley & Crawford, LLC, Attorneys for D.R. Horton with a response that the Defendant would be filing an appeal that day. And in four hours we, the plaintiffs, received a call from the Attorneys of D.R. Horton that they had filed an appeal in this case. The first Appeal filed, happened after one phone call from us, August 14<sup>th</sup>, 2024, 8:00am, which was made to the D.R. Horton Division Office at 4049 Belle Terre Boulevard Myrtle Beach, South Carolina, 29579, and in a couple of hours, in one day, from the same office that we had summoned for our original complaint, the defendant, filed for an appeal. But the Complaint Summons that was served on May 9, 2024, from the Surfside Beach Magistrates Court to the same address, took over 30 days to get to their appropriate office and/or legal counsel?

## ARGUMENT

Prior to filing a claim against D.R. Horton, we signed a contract with D.R. Horton on March 8, 2022 to purchase the new house under construction on Lot no. 70 also known as 3103 Gillham Loop Myrtle Beach, South Carolina 29588. Our newly built home, at the time, was in stage 5, flooring not installed. We purchased our home through a Real Estate agent Charles DeMatteo, who worked with us very closely and helped monitor the build sending us weekly pictures and videos of the progress of the build when we are not able to make it down from where we lived in Long Island, New York. We first noticed the LV Flooring on the first floor of our home installed around April 25, 2022, on a visit from NY. It all appeared to be covered in undisturbed, neat, brown paper with green tape. At that time, we had also met neighbors Richard "Ricky" Cinetti that moved in across the street on April 4, 2022, and Chuck Obenshein, next door who just closed on his home April 22, 2022. Both neighbors had commented to us that they would keep an eye on things for us while we were not here. Between April 25, 2022, and June 17, 2022, we had made approximately two trips down from New York to see the progress on the new build of our home. During those visits we were told by Mr. Cinetti and Mr. Obenshein that they had gone over to our home under construction after workers left, especially during rainstorms, on multiple occasions, to close the windows and exterior doors. We immediately notified our Real Estate Agent Charles DeMatteo, D.R. Horton Builder/construction supervisor Rob Shaw, to try to correct the problem. On June 3, 2022, in the afternoon I received photos and videos of a specific rainstorm from Mr. Cinetti noting that the construction crew was working on my house. On June 4, 2022, in the evening Mr. Cinetti facetime called us and said he was going into our home and wanted us to see that the windows and doors were left open again. While on this facetime call, we not only saw that the windows had been left open, but we had also seen that the floors were saturated with rainwater. The fireplace hearth had a freestanding puddle of water on top that extended past the hearth tracking onto the flooring and saturated the floor cover paper. This was throughout the entire first floor main area, living room, dining room, kitchen, and bonus room. While on facetime and Mr. Cinetti panning

the camera phone call around the room, we instinctively snapped 2 pictures on the same facetime call screenshot of the shocking water penetrated floors and walls under the windows to show to the realtor and builder/construction supervisor and manager. There were only two screenshots taken because it was on a facetime call. We were in shock and angry. It was something we were not expected to see.

Our multiple complaints were reported and pictures shown to D.R. Horton Staff, Rob Shaw, construction supervisor, Steve Cole, Field Supervisor, and Jimmy Lisi Construction Manager. But all wanted to blame everyone else. The Flooring Company, the floor installers, the floor, and then eventually they tried to blame the homeowner and the dog. D.R. Horton would only take responsibility for what was seen in the two pictures, never addressing the issue as a whole. We worked on trying to resolve the flooring with our building construction supervisor Rob Shaw and Steve Cole Field Supervisor, until Rob Shaw left our area when our homes were finished. Then these issues were taken over by Steve Cole the Field Supervisor. We have had many phone calls, multiple emails and text messages for many months stating the issues on the floor are not being resolved.

We had asked for flooring inspectors, the manufacturer flooring inspectors, to come see the floor. It took over two years for them to inspect the floor. The result of the inspection was Topical water damage and warranty voided. D.R. Horton dragged the issue of the floors out past the warranty time and the time to work things out with us.

We, the respondents, have tried diligently to work things out with the Appellant multiple times since the original incident happened, beginning prior to us moving into the home June 17, 2022. The entire issue was never being addressed, always focusing on what was shown in the pictures and not the damaged floor areas throughout the home. We exhausted ourselves with multiple emails, text messages, phone calls to our home builder supervisor Rob Shaw, then Steve Cole Field Supervisor and even the flooring company the Appellant used Builders Wholesale Flooring Nicole Macchia and Kaysa. All we wanted was our floor replaced and damage free.

This is what had brought us to file a complaint with the LLR and file a claim in small claims court attempting to resolve this issue as soon as possible. We had understood that

the claim that we were filing had a possibility of us being awarded less money than the estimate we received to fix the entire floor by someone else.

## CONCLUSION

For the reasons stated herein, the circuit court should dismiss the Appeal and enforce the judgement for the respondent for the sum of \$7580.00.

Respectfully submitted,

/s/ Edward Mannone

/s/ April Mannone

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