

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM HORRY COUNTY  
Court of Common Pleas

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

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Circuit Court Case No.: 2024-CP-26-05611  
Appellate Case No.: 2024-002158

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D.R. Horton, Inc..... Appellant,

v.

Edward and April Mannone ..... Respondents.

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FINAL BRIEF OF RESPONDENT

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/s/ Edward Mannone  
/s/ April Mannone  
3103 Gillham Loop  
Myrtle Beach, South Carolina 29588  
917-751-8573  
516-458-6163  
emannone@verizon.net  
maaameee3@gmail.com

July 21, 2025

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[emannone@verizon.net](mailto:emannone@verizon.net)  
[maaameee3@gmail.com](mailto:maaameee3@gmail.com)

July 21, 2025

## 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.(R. pp. 6-10) 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 in the 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 warranty issues we had. 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<sup>th</sup>, 2024, our hearing was heard by Honorable Manuela A. Clayton, presiding Judge at Surfside Beach Magistrate Court of Horry County South Carolina. (R. p. 22) 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, Mr. Jimmy Lisi, Construction manager and Lori Roberts, customer service manager, were present in the courtroom. The Honorable Judge Manuella A. Clayton announced that our case was a default hearing. (R. p. 25) Then immediately clarified with the defendant why and that they understood and acknowledged that D.R. Horton was at default on filing by being late with answering the summons for this complaint within thirty days causing this case to a default hearing. (R. p. 25) As stated in the judge's statement, the defendant agreed and acknowledged that they were at default. (R. p. 26) The judge then offered the defendant an opportunity to leave the courtroom with us, the plaintiff, and forgo 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. (R. p. 26) The defendants, Mr. Lisi and Mrs. Roberts both made rebuttals to statements made by us. The judge asked both sides many questions. In conclusion, the Court entered a judgment for us, the plaintiffs, Mr. and Mrs. Mannone for the amount of \$7580.00. (R. p. 2)

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 judgment to make payment to us, the plaintiff. After 30 days, we could submit the judgment to the court for interest in the judgment. We waited 28 days, August 14, 2024, without receiving any mailings or communications regarding payment being made to us from D.R. Horton. We had decided to call D.R. Horton's Main Divisional 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 4 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, 8:00 AM, which was made to D.R. Horton’s Divisional Office at 4049 Belle Terre Blvd Myrtle Beach, SC 29579. From the same office that we had summoned for our original complaint, the defendant filed an appeal. (R. p. 19) But the complaint summons that was served on May 9<sup>th</sup> 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 8th, 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 building, sending us weekly pictures and videos of the progress of the build when we were 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 New York. 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 4th 2022 and Chuck Obenshein, next door who 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 made approximately 2 trips down from New York to see the progress on our 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 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 passed the hearth's 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 call and Mr. Cinetti panning the camera's phone call around the room, we instinctively snap 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 they were 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's 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 their 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's 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 floor inspectors, the manufacturer flooring inspectors, to come see the floor. It took over 2 years for them to inspect the floor. The results of the inspection was topical water damage, and the warranty voided. Dr. 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 our home June 17th, 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 floors to be replaced and damaged 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. (R. pp. 6-10) 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. (R. p. 10)

**CONCLUSION**

For the reasons stated herein, [This] Circuit Court should dismiss the Appeal and enforce the judgment for the respondent for the sum of \$7580.00

Respectfully submitted,



Edward Mannone



April Mannone

3103 Gillham Loop

Myrtle Beach, South Carolina 29588

917-751-8573

516-458-6163

[emannone@verizon.net](mailto:emannone@verizon.net)

[maaameee3@gmail.com](mailto:maaameee3@gmail.com)

July 21, 2025