EXHIBIT 1

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Greystone Homeowners' Association, Inc. Plaintiff, v. Contract Exteriors, LLC and Contract Exteriors of Charleston, LLC, Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT 2022-CP-10-01859 **DEFENDANT CONTRACT EXTERIORS, LLC'S RENEWED MOTION FOR SETOFF AND MEMORANDUM IN SUPPORT**

Defendants Contract Exteriors, LLC and Contract Exteriors of Charleston, LLC ["Contract Exteriors"], by and through its undersigned counsel, respectfully submits this Memorandum in Support of its Motion for Setoff made to the Court on January 23, 2026.

It is Contract Exteriors' position that the Court ruled upon its request for setoff and instructed Plaintiff to provide settlement information. Plaintiff's counsel has taken the position that setoff was not ruled upon; therefore, Contract Exteriors feels it now necessary to set forth its reasoning for which the Court granted its motion and respectfully renews its motion for setoff following the jury verdict for Plaintiff.

I. FACTUAL AND PROCEDURAL BACKGROUND

The Plaintiff Greystone HOA ["HOA" / "Plaintiff"] entered into a written contract with Contract Exteriors to perform limited repairs to siding, trim, decks, stairs, and related exterior components at the Greystone condominium complex. The work was performed in accordance with the scope authorized by the HOA. Prior to Contract Exteriors' work, Plaintiff also hired contractors to perform roof and crawlspace repairs. See Plaintiff's Fourth Amended Complaint at ¶¶ 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19. Plaintiff then asserted the following combining all Defendants:

> **Defendants** had the duty to construct and repair the condominiums with the proper details and components so as to prevent water intrusion into the buildings in accordance with a good and workmanlike manner and free from all defects and additionally, gave implied warranties of habitability to the Plaintiff herein that the condominiums would be habitable and useful as dwelling units with reasonably long life span.

See Plaintiff's Fourth Amended Complaint at ¶ 23. Furthermore, the "Defendants' acts and omissions have resulted in building deficiencies, consequential damages and partial loss of use and enjoyment" and that "as a result of the various defects and deficiencies relative to the development, construction and repair of this project, the Plaintiff has been damaged . . ." Id. at ¶¶ 26, 32. Finally, in its prayer for relief, "the Plaintiff respectfully prays that the Court hold the Defendants, Contract Exteriors, LLC, Contract Exteriors of Charleston, LLC, Anchor Roofing and Exteriors, LLC, Taylor Coastal Construction, Inc., New Age Contractors, LLC f/k/a New Age Contractors, LLP; Carolina Siding Contractors, LLC; Blackwater Construction Services, LLC; DLV Roofing & Exteriors, Inc.; USA Construction, LLC; Carlos Marroquin, Individually; Teddy Grooms; Felix A. Hernandez; Blackbelt Construction, LLC; and Melinda Amador **jointly and severally liable for the conduct complained of herein**. . .."

At trial, Plaintiff provided evidence, including photographs and arguments that leaks were purportedly caused by damaged chimney caps, which are inextricably intertwined with leaks at the roof-wall intersection work performed by roofer Defendants. There is no way to distinguish between what leaks originated from the chimney cap and what leaks were caused by the defective roof installation around the chimneys.

II. ARGUMENT

By law, Contract Exteriors is entitled to an offset for any settlement made by a joint tortfeasor against its ultimate liability; this is not a discretionary privilege but a right of defendants under

well-established common law and statute. See S.C. Code. Ann. 15-38-10 et seq (1988); Riley v. Ford Motor Co., 414 S.C. 185, 777 S.E.2d 824 (2015); Rutland v. S.C. Dept. Of Transportation, 400 S.C. 209, 734 S.E.2d 142 (2012); Smith v. Widener, 397 S.C. 468, 724 S.E.2d 188 (Ct. App. 2012). As the South Carolina Legislature codified in 1988 with the South Carolina Contribution Among Tortfeasors Act,

> when a release is given to one of two or more persons liable for the same injury: (1) it does not discharge any of the other tortfeasors from liability for the injury or wrongful death unless its terms so provide, but it reduces the claim against the others to the extent of any amount stipulated by the release or the covenant, or in the amount of the consideration paid for it, whichever is the greater.

S.C. Code. Ann. 15-38-50

Our Courts are clear that Plaintiff is limited to one recovery, and the non-settling Defendant is **entitled** to credit for the amount of another defendant who settles. Jolly v. Fisher Controls Int'l, LLC, 443 S.C. 511, 905 S.E.2d 380 (2024); Welch v. Epstein, 342 S.C. 279, 536 S.E.2d 408 (Ct. App. 2000).

In this matter, Plaintiff pled all Defendants were joint tortfeasors and submitted its claims and damages to the jury arising out of alleged construction defects to siding installation at chimney caps, which is an interrelated component of the roofing work performed by other alleged joint tortfeasors. There is no way to distinguish between what leaks from the chimney cap and what leaks were from defective roof installation at the chimneys. Plaintiff has settled with the roofing subcontractors but continues to refuse to provide copies of the agreements to counsel or the Court. Contract Exteriors is entitled to a setoff/credit for those settlement amounts to prevent double recovery. Contract Exteriors moves the Court to apply a dollar-for-dollar setoff against any judgment entered. The time has now come for the Court to enforce the right to setoff post-verdict.

III. CONCLUSION

For these reasons, Contract Exteriors respectfully renews its request that this Court grant the Motion for Setoff and require the Plaintiff to provide settlement amounts to counsel and the Court so judgment may be entered.

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Greystone Homeowners' Association, Inc. Plaintiff, v. Contract Exteriors, LLC and Contract Exteriors of Charleston, LLC, Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT 2022-CP-10-01859 **DEFENDANTS' MOTION FOR JUDGMENT NOTWITHSTANDING THE VERDICT (RULE 50(b)), MOTION FOR NEW TRIAL / NEW TRIAL *NISI* REMITTITUR (RULE 59), MOTION FOR ELECTION OF REMEDIES, AND MOTION FOR SETOFF**

COMES NOW Defendants, Contract Exteriors, LLC and Contract Exteriors of Charleston, LLC ["Contract Exteriors"], by and through the undersigned counsel, respectfully moves for entry of Judgment Not Withstanding the Verdict, or in the alternative, for a New Trial *Nisi* Remittitur pursuant to Rules 50(b) and 59 of the South Carolina Rules of Civil Procedure. Contract Exteriors further moves the Court to require Plaintiff to elect its remedies and to apply setoff for prior settlements with roofing contractors. In support of its motion, Contract Exteriors relies upon the grounds stated herein, arguments of counsel during the trial of this case, including incorporating all evidence and motions made during trial, and any further arguments advanced or authorities submitted hereafter, including during subsequent motion hearings on issues of election of remedy and setoff as argued by counsel at trial and during the hearing of this motion.

INTRODUCTION

This case was tried before the Honorable Dale VanSlambrook in Charleston County Court of Common Pleas from January 20, 2026 through January 23, 2026. Contract Exteriors made several pre-trial motions, including an Ominbus Motion *in Limine*, and directed verdict motions following both Plaintiff's case and at the close of evidence. The Court granted directed verdict on the SC Unfair Trade Practices claim and denied all other directed verdict motions. The case

proceeded to the jury, which awarded a verdict in favor of the Plaintiff on three causes of action: breach of contract, breach of implied warranties and negligence with a 15% reduction of the negligence award upon the defense of comparative negligence. Trial was bifurcated as to punitive damages, and the jury returned a verdict in favor of Contract Exteriors as to Plaintiff's claim for punitive damage. Contract Exteriors now moves for judgment notwithstanding the verdict, or in the alternative, a new trial absolute or new trial *nisi* remitter and for election of remedies and set off. Moreover, Contract Exteriors hereby incorporates by reference all arguments advanced during its motions for directed verdict at the close of Plaintiff's case and its renewed motion at the close of all evidence.

LEGAL STANDARD

A judgment notwithstanding the verdict is a renewal of a directed verdict motion. Roland v. Palmetto Hills, 308 S.C. 283, 417 S.E.2d 626 (Ct. App. 1992). Under SCRCP Rule 50(b),

> Whenever a motion for a directed verdict made at the close of all the evidence is denied or for any reason is not granted, the court is deemed to have submitted the action to the jury subject to a later determination of the legal questions raised by the motion. A party who has moved for a directed verdict may move to have the verdict and any judgment entered thereon set aside and to have judgment entered in accordance with his motion for a directed verdict; or if a verdict was not returned, such party may move for judgment in accordance with his motion for a directed verdict.

The same rule provides that a new trial may be granted in the alternative. Id. Rule 59 SCRCP explains that a "new trial may be granted to all or any of the parties and on all or part of the issues (1) in an action in which there has been a trial by jury, for any of the reasons for which new trials have heretofore been granted in actions at law in the courts of the State." S.C.R.C.P. 59(a).

A trial judge should grant a new trial absolute if the amount of the jury verdict is grossly excessive so as to shock the conscience of the court and provides indication that the verdict was

reached as a result of passion, caprice, prejudice, partiality, corruption, or some other improper motive. Hassell v. City of Columbia, 430 S.C. 620, 626 (Ct. App. 2020); Vinson v. Hartley, 324 S.C. 389, 477 S.E.2d 715 (Ct. App. 1996). The trial judge has the power to grant a new trial *nisi* when it finds the amount of the verdict to be excessive. Id. at 723.

LEGAL ARGUMENT

I. RULE 50(b) – JUDGMENT NOTWITHSTANDING THE VERDICT (JNOV)

Defendant renews its motion for judgment as a matter of law on the following:

a. Breach of Contract – JNOV

The evidence at trial does not support the jury's verdict as to Plaintiff's breach of contract claim, and Contract Exteriors is entitled to JNOV. The evidence established that the parties agreed to a limited scope of work due to budget constraints expressly excluding full replacement of siding, decks, stairs, and windows. Plaintiff failed to prove any material breach of the actual contract terms. Plaintiff's damages evidence sought betterment and full replacement—not the cost to repair the specific contracted work. Under South Carolina law, a plaintiff may not recover damages beyond the scope of the contract or for work it declined to purchase. The verdict on breach of contract is unsupported by any evidence of a contractual duty to perform full replacement and must be set aside. The award of damages based upon Plaintiff's breach of contract action was based wholly upon speculation or conjecture.

b. Breach of Implied Warranty – JNOV

The evidence at trial does not support the jury's verdict as to Plaintiff's breach of implied warranty claim, and Contract Exteriors is entitled to JNOV. Plaintiff failed to prove a breach of any specific warranty terms requiring the work Plaintiff now demands. Any implied warranty of workmanship does not extend to pre-existing conditions or components Defendant was not hired

to replace or performed by others. Plaintiff's proof relied on speculation and hindsight, not evidence of defective performance within the contracted scope. The award of damages based upon Plaintiff's breach of implied warranty action was based wholly upon speculation or conjecture. The verdict on breach of warranty lacks legally sufficient evidentiary support and must be vacated.

c. Negligence – JNOV

The evidence at trial does not support the jury's verdict as to Plaintiff's negligence claims because Contract Exterior's actions or inactions were not the cause of Plaintiff's injury, and, as such, Contract Exteriors is entitled to JNOV. Plaintiff failed to show breach of any standard of care applicable outside the contract. Plaintiff's negligence claim is barred by the economic loss rule, as the alleged damages arise solely from contractual duties and economic expectations; thus, the negligence verdict must be set aside as a matter of law. Finally, the award of damages based upon Plaintiff's negligence cause of action was based wholly upon speculation or conjecture.

d. Additional Grounds

The following evidentiary rulings entitle Contract Exteriors to JNOV:

- Plaintiff's statements in opening and argument in closing as to Contract Exterior's net worth was improper, prejudicial and facts not admitted into evidence entitling Contract Exteriors to JNOV;
- Evidence of damages particular to individual homeowners who cannot recover damages claimed by the Plaintiff HOA as barred by the statute of limitations;
- Evidence from Plaintiff or its experts that purports to seek to recover for damages to elements of the structure which are the maintenance responsibility of the unit owners and not the Plaintiff HOA per the terms of the Master Deed and Bylaws. Specifically, but not limited to, that windows and/or exterior rear decks should be replaced and/or repaired at Contract Exteriors expense. Such evidence and/or testimony mislead and confused the jury leading to prejudice to Contract Exteriors pursuant to Rule 403;
- Evidence from Plaintiff's experts or arguments by Plaintiff's counsel of damages not directly or proximately resulting from the alleged negligence of Contract Exteriors, including any construction work not performed by Contract Exteriors;

- The exclusion of the LLR Order against Plaintiff's expert Russell Mease, PE;
- The exclusion of evidence from Kennedy Richter's Waterford project;

II. RULE 59 – MOTION FOR NEW TRIAL / NEW TRIAL NISI REMITTITUR

In the alternative, Defendant moves for a new trial, or new trial *nisi* remittitur, on the following grounds: (1) the verdict is against the clear weight of the evidence; (2) the damages awarded are excessive, speculative, and include betterment, shocking the conscience of the Court; (3) the jury was permitted to consider replacement costs for items Plaintiff expressly declined to purchase; and (4) the verdict reflects passion and prejudice, not reasoned evaluation of the evidence. The jury's award to Plaintiff is excessive and should be reduced. At minimum, the Court should order a new trial *nisi* remittitur reducing damages to the actual cost of repairing only the work Defendant was hired to perform.

III. MOTION FOR ELECTION OF REMEDIES

Contract Exteriors incorporates its memorandum filed January 29, 2026. Plaintiff recovered overlapping damages on: Breach of Contract, Breach of Warranty, and Negligence. These theories seek recovery for the same alleged injury—the same work, same components, same claimed defects. South Carolina law prohibits double recovery for a single loss. Defendant moves the Court to require Plaintiff to elect its remedy and to enter judgment on only one theory of recovery.

IV. MOTION FOR SETOFF – ROOF CONTRACTOR SETTLEMENTS

Contract Exteriors incorporates its January 23, 2026, motion for setoff and memorandum filed contemporaneously herewith. The Plaintiff previously settled with roofing contractors for damage arising from the same buildings and same alleged conditions. Those settlements compensated Plaintiff for overlapping damages, including water intrusion, rot, and deterioration.

Specifically, Plaintiff introduced photographs and testimony concerning alleged leaks caused by the chimney caps which overlapped with water intrusion occurring at the roof-wall intersection caused by roofers. Contract Exteriors is entitled to a setoff/credit for those settlement amounts to prevent double recovery. Contract Exteriors moves the Court to apply a dollar-for-dollar setoff against any judgment entered.

CONCLUSION

WHEREFORE, Contract Exteriors respectfully requests that this Court grant its motions for judgment notwithstanding the verdict on breach of contract, breach of warranty, and negligence, or in the alternative, for a new trial absolute or new trial *nisi* remittitur pursuant to Rules 50(b) and 59 of the South Carolina Rules of Civil Procedure. Further, Contract Exteriors respectfully requests that this Court grant its motion requiring Plaintiff to elect its remedy and apply setoff for roofing settlements and grant such other and further relief as the Court deems just and proper

Respectfully,

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Greystone Homeowners' Association, Inc. Plaintiff, v. Contract Exteriors, LLC and Contract Exteriors of Charleston, LLC, Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT 2022-CP-10-01859 **DEFENDANT CONTRACT EXTERIORS, LLC'S SUPPLEMENTAL MEMORANDUM IN SUPPORT OF MOTION FOR SETOFF**

Pursuant to the Court's March 23, 2026 instruction, Defendants Contract Exteriors, LLC and Contract Exteriors of Charleston, LLC ["Contract Exteriors"], by and through the undersigned counsel, respectfully submit this supplemental Memorandum in Support of the Motion for Setoff with information and documentation in its possession.

Contract Exteriors filed its initial Memorandum in Support of its Motion for Setoff on February 2, 2026; the Court has now requested information and documentation as to setoff. As of the date of this filing, the parties have been unable to obtain the official trial transcript, and, as such, should the court need citations to the transcript and exhibits, Contract Exteriors respectfully requests additional time to provide an updated supplemental memorandum with page references upon receipt of the transcript. Moreover, Plaintiff has failed to provid the settlement agreements or settlement amounts paid by other parties which the Court requested at the conclusion of trial. Contract Exteriors hereby renews its request for all settlement agreements and settlement amounts paid by other parties and requests a dollar-for-dollar setoff from any party who paid plaintiff a settlement in this case for the reasons previously stated and set forth herein.

FACTUAL AND PROCEDURAL BACKGROUND

Contract Exteriors must be granted a setoff for amounts Plaintiff recovered from roofing defendants for alleged roofing defects. In its prayer for relief, the Plaintiff alleged all defendants were jointly and severally liable for all damages. See Plaintiff's Fourth Amended Complaint (May 4, 2023). At trial, the Plaintiff introduced both testimony and exhibits of damage caused by the roof which were indistinguishable from damages allegedly caused by siding installation adjacent to the roof the chimneys and at chimney caps. See photos introduced by Plaintiff.

I. Pleadings, Joint and Several Liability and Pre-Trial Motions

Plaintiff sued multiple parties in this action, including roofing contractors and subcontractors Anchor Roofing and Exteriors, LLC, Taylor Coastal Construction, Inc. DLV Roofing & Exteriors, Inc, Blackbelt Construction, LLC, USA Construction, LLC, Carlos Marroquin, Teddy Grooms, Felix Hernandez and Melinda Amador. See Plaintiff's Fourth Amended Complaint at ¶¶ 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, and 19. Moreover, as noted in Contract Exteriors Memorandum dated February 2, 2026, Plaintiff claims all Defendants had a duty to construct and repair the condominiums and failed in that duty causing Plaintiff actual, incidental, consequential, and special damages including "continuous exposure to moisture and water that intruded and continued to intrude into the subject condominiums and buildings causing and resulting in damage to walls, deterioration, and other damages to the finished and structural elements of the condominiums and buildings." See Plaintiff's Fourth Amended Complaint at ¶57. Finally, in its prayer for relief, "the Plaintiff respectfully prays that the Court hold the Defendants, Contract Exteriors, LLC, Contract Exteriors of Charleston, LLC, Anchor Roofing and Exteriors, LLC, Taylor Coastal Construction, Inc., New Age Contractors, LLC f/k/a New Age Contractors, LLP; Carolina Siding Contractors, LLC; Blackwater Construction Services, LLC; DLV Roofing

& Exteriors, Inc.; USA Construction, LLC; Carlos Marroquin, Individually; Teddy Grooms; Felix A. Hernandez; Blackbelt Construction, LLC; and Melinda Amador **jointly and severally liable for the conduct complained of herein**. . .."

As a procedural matter, prior to trial, Contract Exteriors argued in its Omnibus Motion *in Limine* to limit introduction of evidence by Plaintiff's counsel of damages not directly or proximately resulting from the alleged negligence of Contract Exteriors, including any construction work not performed by Contract Exteriors. See Contract Exterior's Omnibus Motion *in Limine* (Jan. 20, 2026)

> 4. Any testimony or other evidence from Plaintiff's experts or arguments by Plaintiffs' counsel of damages not directly or proximately resulting from the alleged negligence of Contract Exteriors, including any construction work not performed by this Defendant, including but not limited to roofs and crawl spaces, pursuant to Rule 403, S.C.R.E.

Contract Exteriors specifically argued that Plaintiff should not be allowed to introduce evidence of damages caused by the roofing defendants when the jury cannot distinguish between what leaks are from cracked chimney caps and what leaks are from defective roof installation. Contract Exteriors continued its objection to any evidence of damage caused by the roofing defendants because Contract Exteriors did not perform any roofing. However, Plaintiff introduced testimony and photographic evidence of interior leaks originating from the roof. Consequently, Contract Exterior's made its initial motion for setoff at the conclusion of trial on January 23, 2026 and again on February 2, 2026.

II. Testimony and documentation at trial as to damage stemming from roof

Over numerous pre-trial and trial objections by Contract Exteriors, Plaintiff introduced evidence of damage emanating from the roof which was not performed by Contract Exteriors. Over Contract Exteriors' objection, Plaintiff's counsel used photos in her opening of the roof and chimney as well as photos of related interior damage. Then Plaintiff introduced testimony through its expert Russell Mease and exhibits, including photographs, showing interior water stains emanating from the roof/chimney wall above. Mease testified his first visit to Greystone was in March 2021 where he was called, in part, to evaluate complaints about the roofs. The water intrusion damage caused by the settling defendant roofers is inextricably intertwined with damage allegedly caused by the cracked chimney caps.

ARGUMENT

No jury can distinguish what leaks originated from the chimney cap and what leaks were caused by the defective roof installation and multiple settlements occurred between Plaintiff and the roofing contractors named in this action. Therefore, by law, Contract Exteriors is entitled to an offset for any settlement made by a joint tortfeasor against its ultimate liability. See S.C. Code. Ann. 15-38-10 et seq (1988); Riley v. Ford Motor Co., 414 S.C. 185, 777 S.E.2d 824 (2015); Rutland v. S.C. Dept. Of Transportation, 400 S.C. 209, 734 S.E.2d 142 (2012); Smith v. Widener, 397 S.C. 468, 724 S.E.2d 188 (Ct. App. 2012). As the South Carolina Legislature codified in 1988 with the South Carolina Contribution Among Tortfeasors Act,

> when a release is given to one of two or more persons liable for the same injury: (1) it does not discharge any of the other tortfeasors from liability for the injury or wrongful death unless its terms so provide, but it reduces the claim against the others to the extent of any amount stipulated by the release or the covenant, or in the amount of the consideration paid for it, whichever is the greater.

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Our Courts are clear that Plaintiff is limited to one recovery, and the non-settling Defendant is **entitled** to credit for the amount of another defendant who settles. Jolly v. Fisher Controls Int'l, LLC, 443 S.C. 511, 905 S.E.2d 380 (2024); Welch v. Epstein, 342 S.C. 279, 536 S.E.2d 408 (Ct. App. 2000).

As briefed to this Court in pre-trial and post-trial motions, Plaintiff pled that all Defendants were joint tortfeasors and submitted its claims and damages to the jury arising out of alleged construction defects to siding installation at chimney caps, which is an interrelated component of the roofing work performed by other alleged joint tortfeasors. The jury could not distinguish between leaks from the chimney cap and leaks from defective roof installation around the chimneys. Plaintiff has settled with the roofing subcontractors but continues to refuse to provide copies of the agreements to counsel or the Court. Under South Carolina statute and case law, Contract Exteriors is entitled to a setoff/credit for those settlement amounts to prevent double recovery. Therefore, Contract Exteriors moves the Court to apply a dollar-for-dollar setoff against any judgment entered.

CONCLUSION

The time has now come for the Court to enforce the right to setoff post-verdict. For these reasons, Contract Exteriors respectfully renews its request that this Court grant the Motion for Setoff and require the Plaintiff to provide settlement amounts to counsel and the Court so judgment may be entered.

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