

STATE OF SOUTH CAROLINA)
)
 COUNTY OF YORK)
)
 Juontonio Pinckney, Josephine Sciacca,)
 Addie Smith, and James and Deborah)
 Barone, et. al,)
)
 Plaintiffs,)
)
 vs.)
)
 Epcon Communities, Inc., Epcon)
 Communities Franchising, Inc., Brock L.)
 Fankhauser, Fankhauser Property Group,)
 Inc., and Stonecrest Villas of Tega Cay)
 Home Owners Association, Inc.,)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 SIXTEENTH JUDICIAL CIRCUIT
 Consol w/ C.A. No.: 2010-CP-46-2326

**SETTLEMENT AGREEMENT
 AND RELEASE**



Following the parties' agreement to settle this action, this Settlement Agreement and Release (hereinafter referred to as the "Agreement") is made by and between Thea-Eve Vicari (hereinafter referred to as "Settling Plaintiff") and Brock L. Fankhauser, Fankhauser Property Group, Inc., Stonecrest Villas of Tega Cay, LLC, Epcon Communities Inc., and Epcon Communities Franchising, Inc. (hereinafter collectively referred to as "Settling Defendants").

RECITALS

WHEREAS Plaintiff alleges ownership of condominium number 830 located in Stonecrest Villas of Tega Cay, Tega Cay, South Carolina (hereinafter the "Project");

WHEREAS Brock L. Fankhauser is the principal and sole shareholder of Fankhauser Property Group, Inc., the general contractor; principal and sole member of Stonecrest Villas of Tega Cay, LLC, the developer; and Brock L. Fankhauser was the incorporator and formerly served as president of the Board of Stonecrest Villas of Tega Cay Owners Association, Inc. ("Association") through transition to a Board controlled by owners pursuant to the Master Deed;

WHEREAS Epcon Communities Franchising, Inc. was the franchisor pursuant to a franchise agreement between Epcon Communities Franchising, Inc. and Fankhauser Property Group, Inc.;

WHEREAS following the completion of the Project, Plaintiff instituted a civil action in the Circuit Court for York County, consolidated with other actions under Civil Action Number of 2010-CP-46-2326 (hereinafter the "Lawsuits");

WHEREAS the allegations in the Lawsuits are that there are numerous problems and defects with the Project that are alleged to be the result of certain acts and/or omissions of individual or entities including, but not limited to, the Settling Defendants, including the improper design, construction, application, and installation of the Project and its component parts; acts and omissions associated with the sale of the condominiums; and acts and omissions associated with service on the Board of the Association, all such claims set forth in the Complaint incorporated by reference herein (hereinafter referred to as the "Claims in the Lawsuit");

WHEREAS Plaintiff asserts in the Lawsuit that certain sums have been expended and/or will be expended to correct alleged defects with the Project, including Plaintiff's Unit 830;

WHEREAS the Settling Defendants deny the allegations asserted in the lawsuit against the Settling Defendants;

WHEREAS the parties to this Agreement desire to fully, finally, and forever compromise and settle all claims asserted by the Plaintiffs against the Settling Defendants;

AGREEMENT

NOW THEREFORE in consideration of the aforementioned Recitals and the below-described terms and conditions, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Payments by Settling Defendants:** Brock L. Fankhauser, Fankhauser Property Group, Inc. and Stonecrest Villas of Tega Cay, LLC, on behalf of all Settling Defendants, will pay to the Settling Plaintiff the amount as follows:

Thea-Eve Vicari	\$ 83,835.66
-----------------	--------------

2. **Responsibility for Payment of the Settlement Amount:** No release under this Agreement shall become effective as to any Settling Defendant until Settling Plaintiff receives payment.

3. **Release of the Settling Defendants by Settling Plaintiff:** In consideration of the payment made by or on behalf of each of the Settling Defendants, the Settling Plaintiff for themselves, their successors, heirs, purchasers, and assigns, hereby remise, release, acquit, and forever discharge the Settling Defendants and all of their officers, directors, shareholders, related and affiliated corporations by any common ownership, successors, assigns, partners, agents, officers, insurers, sureties, subcontractors, servants, and employees from any and all past, present and future claims, demands, debts, rights, actions, damages (including direct, indirect, incidental, and consequential damages), costs, causes of action, suits at law or in equity, expenses and fees of attorneys, expenses and fees of consultants and/or experts and all claims of any nature or kind whatsoever, now existing or which may hereafter accrue, and all known and unknown, discovered and undiscovered, foreseen and unforeseen, losses and damages resulting from, or which may in any way be alleged to have resulted from any and all matters, or things done, omitted or suffered to be done by the Settling Defendants in connection with the Project including, but without limiting the above in any way, of and from (a) all claims which were raised, or which could have been raised against the Settling Defendants in the Lawsuit, (b) all past, present and future claims against the Settling Defendants related to the design, construction, marketing and/or sale of the Project or any

of its component parts; (c) all past, present and future claims against the Settling Defendants involving in any way any alleged construction problems and defects in the Project, whether such problems and defects are now known or are hereafter discovered, including any latent defects; (d) all past, present, or future claims involving settling Defendant Brock L. Fankhauser's service on the Board of the Association; and (e) all past, present and future claims against the Settling Defendants involving, in any way, the Project.

4. **Dismissal of the Lawsuit:** Upon execution of this Agreement and delivery of the settlement funds, the parties will execute a Stipulation of Dismissal with Prejudice in the form attached hereto as Exhibit 1, and shall apply to the South Carolina Court of Appeals for such order as is necessary and allowed to effect the filing of the Stipulation of Dismissal with Prejudice.

5. **No Admission of Liability:** The Settling Plaintiff and Settling Defendants acknowledge that this settlement is the compromise of disputed claims and that the payments made pursuant to this Agreement shall not be construed as an admission of liability or of wrongdoing by any Settling Defendant nor a statement of any kind whatsoever on any matter not specifically addressed in this document.

WITNESS our hand and seals this _____ day of _____, 2013.

I, the undersigned attorney for the Plaintiff, hereby certify that the contents, meanings and effects of this Agreement have been carefully and fully explained to them by me and I have recommended that they execute this Agreement for the consideration expressed therein.

J. Cameron Halford

SWORN to before me this
____ day of _____, 2013.

_____(SEAL)
Notary Public for South Carolina
My Commission expires: _____

Thea-Eve Vicari

SWORN to before me this
____ day of _____, 2013.

_____(SEAL)
Notary Public for South Carolina
My Commission expires: _____

SWORN to before me this
____ day of _____, 2013.

_____(SEAL)
Notary Public for _____
My Commission expires: _____

Brock L. Fankhauser

Fankhauser Property Group, Inc.

By: _____

Its: _____

SWORN to before me this
____ day of _____, 2013.

_____(SEAL)
Notary Public for _____
My Commission expires: _____

Stonecrest Villas of Tega Cay, LLC

By: _____

Its: _____

SWORN to before me this
____ day of _____, 2013.

_____(SEAL)
Notary Public for _____
My Commission expires: _____

Graham P. Powell
Attorney for Brock L. Fankhauser, Fankhauser
Property Group, Inc., and Stonecrest Villas
of Tega Cay, LLC

SWORN to before me this
____ day of _____, 2013.

_____(SEAL)
Notary Public for South Carolina
My Commission expires: _____

Epcon Communities, Inc.

By: _____

Its: _____

SWORN to before me this
____ day of _____, 2013.

_____(SEAL)

Notary Public for _____
My Commission expires: _____

Epcon Communities Franchising, Inc.

By: _____

Its: _____

SWORN to before me this
____ day of _____, 2013.

_____(SEAL)

Notary Public for _____
My Commission expires: _____

Michael B.T. Wilkes
Attorney for Epcon Communities, Inc. and
Epcon Communities Franchising, Inc.

SWORN to before me this
____ day of _____, 2013.

_____(SEAL)

Notary Public for _____
My Commission expires: _____

EXHIBIT 1

STATE OF SOUTH CAROLINA)
 :
COUNTY OF YORK)

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT
Consol w/ C.A. No.: 2010-CP-46-2326

Juontonio Pinckney, Josephine Sciacca,)
Addie Smith, and James and Deborah)
Barone, et. al,)

Plaintiffs,)

vs.)

Epcon Communities, Inc., Epcon)
Communities Franchising, Inc., Brock L.)
Fankhauser, Fankhauser Property Group,)
Inc., and Stonecrest Villas of Tega Cay)
Home Owners Association, Inc.,)

Defendants.)

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

By agreement of the undersigned parties, it is hereby stipulated and agreed that the Plaintiffs dismiss all claims asserted against Brock L. Fankhauser, Fankhauser Property Group, Inc., Stonecrest Villas of Tega Cay, LLC, Epcon Communities, Inc., and Epcon Communities Franchising, Inc. only in this action, with prejudice, pursuant to Rule 41(a) South Carolina Rules of Civil Procedure. This Stipulation of Dismissal does not operate as a release as to any crossclaims.

Therefore, the above captioned matter is dismissed with prejudice as to the claims referenced herein only pursuant to Rule 41(a) of the South Carolina Rules of Civil Procedure.

Dated this ___ day of November, 2013.

Stipulation of Dismissal
Juontonio Pinckney, et al. v. Epcon Communities, Inc., et al.
Case No.: 2010-CP-46-2326

HALFORD & NIEMIEC, LLP

By:

J. Cameron Halford
238 Rockmont Drive
Fort Mill, South Carolina 29708

Attorneys for Plaintiffs

Stipulation of Dismissal
Juontonio Pinckney, et al. v. Epcon Communities, Inc., et al.
Case No.: 2010-CP-46-2326

WILKES LAW FIRM, P.A.

By:

Michael B.T. Wilkes
127 Dunbar Street, Suite 200
Spartanburg, South Carolina 29306

Attorneys for Epcon Communities, Inc. and Epcon Communities Franchising, Inc.

Stipulation of Dismissal
Juontonio Pinckney, et al. v. Epcon Communities, Inc., et al.
Case No.: 2010-CP-46-2326

WALL TEMPLETON & HALDRUP, P.A.

By:

Graham P. Powell
145 King St., Suite 300
Charleston, South Carolina 29401

**Attorneys for Brock L. Fankhauser, Fankhauser Property Group, Inc. and Stonecrest Villas
of Tega Cay, LLC**