

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM YORK COUNTY
In the Court of Common Pleas
J. Michael Baxley, Circuit Court Judge

174105

Case No. 2011-CP-46-04552

Fairway Townes Owners' Association, Inc. Appellants,

v.

MI Windows and Doors, Inc., Respondents.

CONSENT MOTION TO DISMISS APPEAL DUE TO THE
COMPLETE AND FINAL SETTLEMENT OF ALL MATTERS

RECEIVED

NOV 10 2014

SC Court of Appeals

Fairway Townes Owners' Association., Inc. and with the consent of all parties to the above action hereby filed this Consent Motion to Dismiss Appeal Due to the Complete and Final Settlement of All Matters as evidenced by the attached executed Global Settlement Agreement and Release dated August 1, 2014. All Orders of Dismissal with Prejudice have been filed in the appropriate courts, State and US District Court for South Carolina dismissing NVR, Inc., Stonecutt, LLC, Lake Builders, Inc., Hans Construction Company, Inc., McGee Brothers Company, Inc., Alpha & Omega Construction Company, MI Windows and Doors, Inc., James Thompson d/b/a James Thompson Construction, Ron Meyers Construction, Jorge Torres d/b/a JAT Construction, Kuester Management Group, Antonieta Villaba a//k/a Antoineta Gomez

a/k/a Antonieta V. Gomez, Richard Chavez a/k/a Richard Jorge Chavez Tito;
Herber Chavez a/k/a Herber Percy Chavez Tito a/k/a Heber Chavez Tito, Amy Moreno d/b/a
Xtreme Framing, HNL a/k/a Siding by H.N.L., and David Cribillero a/k/a David Cibillero-
Camacho.

LEATH BOUCH & SEEKINGS, LLP



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Charleston, SC
November 5, 2014

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PROOF OF SERVICE

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I, Cheryl Steadman, paralegal at the firm of Leath Bouch & Seekings, LLP, certify that I have served the Consent Motion to Dismiss Appeal due to the Complete and Final Settlement of All Matters on all parties below by depositing a copy in the United States Mail, postage prepaid, on November 5, 2014, addressed to all attorneys of record as follows:

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GLOBAL SETTLEMENT AGREEMENT AND RELEASE

This Global Settlement Agreement and Release (“**Agreement**”) is made and entered into as of August 1, 2014, by and among Fairway Townes Owners’ Association, Inc., Sheila Thomas, John Dinnen, Reed Smith, Kevin Chalk, and Luis Fernandez individually and as representatives of a putative class of all homeowners (collectively referred to herein as “**Plaintiffs**”); NVR, Inc. (“**NVR**”); Lake Builders, Inc. (“**Lake Builders**”); Hans Construction Company, Inc. (“**Hans**”); McGee Brothers Company, Inc. (“**McGee**”); Alpha & Omega Construction Company and Alpha Omega Construction Group, Inc. (collectively, “**Alpha**”); Kuester Management Group, LLC (“**Kuester**”); MI Windows and Doors, Inc. (“**MI Windows**”); the “**Lake Builders Lower Tiers**” (defined to mean James Thompson d/b/a James Thompson Construction, Ron Meyers Construction, Inc., Amy Moreno d/b/a Xtreme Framing, and Jorge A. Torres d/b/a JAT Construction (hereafter, “**Lake Builder Lower Tiers**”); the “**Hans Lower Tiers**” (defined to mean Rutilio Arenas (“**Tio**”) a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz, Antoieta Villalba a/k/a Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a Anonieta Gomez a/k/a Antonieta V. Gomez, Siding by HNL a/k/a Siding by H.N.L., Santurnino Hernandez-Mendoza, Richard Chavez a/k/a Richard Jorge Chavez Tito, Heber Chavez a/k/a Herber Percy Chavez Tito a/k/a Heber Chavez Tito, Richard Chavez a/k/a Richard Jorge Chavez Tito a/k/a Heber Chavez a/k/a Heber Percy Chavez Tito a/k/a Heber Chavez Tito, David Cribillero a/k/a David Cribillero-Camacho, Jong Pil Park, Victor R. Hurandes a/k/a Victor R. Herandes a/k/a Victor R. Hurands a/k/a Victoria H. Hernandez, Juan Francisco, Isaac Pereg a/k/a Isaac Perez, a/k/a Isaac R. Pereg, Frank Cabrejos Marin

a/k/a Frank Cabreior, Han's Exteriors, Inc. a/k/a Hans Exteriors, Koam Exterior, Inc., Javier Jiminez Cortes a/k/a Javier Jiminez, Pablo Arturo Abanto, Park JP, Inc., KP Exterior a/k/a K.P Exterior, Inc. a/k/a KP Group, Inc., Jose Z. Garcia, Santiago Fernandez, Eun-H Kim, William Rivas, Melchor Carrion, Claudio Jiminez Cortes, HBS Enterprises, Inc., and Hyun W. Jung (hereafter, "**Hans Lower Tiers**"); and the "Alpha Lower Tiers" (defined to mean Juan A. Jimenez d/b/a AJJ Roofing Construction, LLC, Alberto Ramos d/b/a Oldy Construction; Victor Olivia-Clemente d/b/a Marrana Construction, Andres Abelino Gavarrete Serrano a/k/a Andres Gavarrete d/b/a Andres Gavarrete Construction, Quetza Construction Company, and Alfanso Construction (hereafter, "**Alpha Lower Tiers**"). Unless otherwise stated, NVR, Lake Builders, Hans, McGee, Alpha, Kuester, MI Windows, Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers are collectively referred to herein as the "**Defendants**"; and the Plaintiffs and Defendants are collectively referred to herein as the "**Parties.**"

RECITALS

1. Plaintiffs Sheila Thomas, John Dinnen, Reed Smith, Kevin Chalk, and Luis Fernandez ("**Individual Plaintiffs**") are townhome owners at the Fairway Townes project in York County, South Carolina, which consists of a 177 unit townhome development, including all of the development, marketing, construction, sales, repairs, management, and maintenance of the project through the effective date of this Agreement ("**Project**").

2. Plaintiff, Fairway Townes Owners' Association, Inc. ("**Association**"), is a South Carolina corporation charged with the management and maintenance of the Project. Sheila Thomas, John Dinnen, Mark Simpson, and Susan Larkin are members of

the Association's board of directors (collectively, the "**Board Members**"); the Board Members have reviewed and approved the terms of this Agreement; and each of the Board Members is a signatory to this Agreement.

3. In December 2011, the Association, on its own behalf, and in a representative capacity, commenced an action against certain of the Defendants in the South Carolina Court of Common Pleas, Ninth Judicial Circuit, Case No. 11-CP-46-4552 (the "**Association Action**"), and certain other Defendants subsequently were added as additional named parties, including third party defendants.

4. In August 2013, the parties to the Association Action filed their Consent Scheduling Order which provided, among other terms, that initial mediation would be conducted in Charlotte, North Carolina, by May 1, 2014, and that any follow up mediation would be conducted no later than August 15, 2014 (the "**Court Ordered Mediation**").

5. In March 2014, the Individual Plaintiffs commenced a putative class action against certain of the Defendants in the South Carolina Court of Common Pleas, Sixteenth Judicial Circuit, Case No. 14-CP-46-856, which NVR since removed to United States District Court, Case No. 14-cv-03348 (collectively, the "**Class Action**").

6. After commencement of the Association Action and the Class Action (collectively, the "**Actions**"), the Parties, through counsel, have engaged in comprehensive settlement discussions concerning the claims and disputes at issue in the Actions, in accordance with the Court Ordered Mediation. As part of, and in furtherance of, their settlement communications, the Parties and their representatives exchanged information concerning the claims and disputes in the Actions and other information

relating to the Project, with the understanding that all such information, whether written or oral, was and is to be treated as confidential, without prejudice to the rights, remedies, and defenses of the Parties, and inadmissible in the Actions or otherwise (the **“Confidential Settlement Communications”**).

7. In accordance with the Court Ordered Mediation, the Parties agreed to jointly request Frank Smith of Richardson, Plowden & Robinson, P.A. (**“Mediator”**) to serve as their mediator in the Actions and conduct one or more mediation conferences. As part of, and in furtherance of, such mediation conference(s), the Parties continued to exchange Confidential Settlement Communications.

8. After extensive mediation conferences with the Mediator, the Parties, on August 1, 2014, reached a full and final global settlement concerning the claims and disputes alleged in the Actions. The Parties wish to set forth herein the terms and conditions of the settlement they have reached. In doing so, the Parties acknowledge that this Agreement reflects a compromise of disputed rights and claims between them.

9. In entering this Agreement, the Parties do not admit any issue of fact or law in the Actions or otherwise.

10. In entering this Agreement, the Parties intend that this Agreement shall fully and finally resolve among them all disputes that have arisen, are pending in the Actions, or could have been brought by and among them, arising out of, or relating in any way to the claims alleged by Plaintiffs in the Actions. It is the intent of the Parties to fully and finally resolve all of the claims at issue between and among them in the Actions, except those specifically excluded herein, in order to preclude any potential future litigation between and among the Parties relating to the Actions. As such, the

terms of this Agreement are to be construed so that their meaning will effectuate this intent. Notwithstanding the foregoing, the Parties acknowledge that NVR and McGee shall address McGee's agreement to perform certain of the "**Repair Work**" (as that phrase is defined below in this Agreement) in a separate agreement between NVR and McGee to be executed contemporaneous with execution of this Agreement (the "**NVR-McGee Agreement**").

11. **NOW, THEREFORE**, the Parties, without admission of liability, and in consideration of the mutual covenants, agreements, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

AGREEMENT

12. The foregoing Paragraphs of this Agreement are incorporated herein by reference as if fully stated herein.

13. **Settlement Payment from NVR; Contingency of First Receiving Collective Contributions.** Within 14 days after execution of this Agreement by all parties and NVR's receipt of the "**Collective Contributions**" (as that phrase is defined below in this Agreement) from the "**Contributing Parties**" (as that phrase also is defined below in this Agreement), NVR will pay the Plaintiffs the sum of _____ by wired funds or by corporate check, certified check, or cashier's check payable and delivered to counsel for the Plaintiffs, Leath, Bouch & Seekings, LLP (the "**NVR Settlement Payment**"). NVR's obligation to deliver the NVR Settlement Payment, however, is expressly subject to and contingent upon NVR first receiving all of the settlement payments being made by or on behalf of McGee, Lake Builders, Hans, Alpha, MI

Windows, and Kuester and their respective insurance carriers and the Lake Builders Lower Tiers, and Hans Lower Tiers (the "Contributing Parties").

14. McGee Payment Contribution. The payment contribution from or on behalf of McGee ("McGee Payment Contribution") is set forth in the separate NVR-McGee Agreement, referenced above.

15. Lake Builders Payment Contribution. Within seven days after execution of this Agreement by all parties, (a) Lake Builders shall pay NVR the sum of (b) Amy Moreno d/b/a Xtreme Framing shall pay NVR \$, (c) Ron Meyers Construction shall pay NVR , (d) Jorge A. Torres d/b/a JAT Construction shall pay NVR and (e) James Thompson d/b/a James Thompson Construction shall pay NVR . All of the foregoing payments to NVR shall be paid by wired funds or by corporate check, certified check, or cashier's check payable and delivered to NVR, Inc. (collectively, the "Lake Builders Payment Contribution"). NVR shall hold, in trust, the Lake Builders Payment Contribution until such time that NVR makes the NVR Settlement Payment.

16. Hans Payment Contribution. Within seven days after execution of this Agreement by all parties, (a) Hans shall pay NVR the sum of , (b) Siding by HNL shall pay NVR *on behalf of itself and Santurmino Hernandez-Mendoza,* (c) Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a Antonieta V. Gomez shall pay NVR , (d) Heber Chavez a/k/a Heber Peroy Chavez Tito a/k/a Heber Chavez Tito shall pay NVR , (e) Melchor Carrion shall pay NVR , (f) Richard Chavez a/k/a Richard Jorge Chavez Tito shall pay NVR \$20,000, and (g) David Cribillero a/k/a David Cribillero-Camacho shall pay NVR . All of the foregoing payments to NVR shall be paid by wired funds or by

CGP Hans
Counsel

WLL Plaintiffs
Counsel

MSK NVR
Counsel

JRO HNL
Counsel

corporate check, certified check, or cashier's check payable and delivered to NVR, Inc. (collectively, the "**Hans Payment Contribution**"). NVR shall hold, in trust, the Hans Payment Contribution until such time that NVR makes the NVR Settlement Payment.

17. **Alpha Payment Contribution.** Within seven days after execution of this Agreement by all parties, Alpha shall pay NVR the sum of \$50,000.00 by wired funds or by corporate check, certified check, or cashier's check payable and delivered to NVR, Inc. (the "**Alpha Payment Contribution**"). NVR shall hold, in trust, the Alpha Payment Contribution until such time that NVR makes the NVR Settlement Payment.

18. **MI Windows Payment Contribution.** Within seven days after execution of this Agreement by all parties, MI Windows shall pay NVR the sum of \$100,000.00 by wired funds or by corporate check, certified check, or cashier's check payable and delivered to NVR, Inc. (the "**MI Windows Payment Contribution**"). NVR shall hold, in trust, the MI Windows Payment Contribution until such time that NVR makes the NVR Settlement Payment.

19. **Kuester Payment Contribution.** Within seven days after execution of this Agreement by all parties, Kuester shall pay NVR the sum of \$100,000.00 by wired funds or by corporate check, certified check, or cashier's check payable and delivered to NVR, Inc. (the "**Kuester Payment Contribution**"). NVR shall hold, in trust, the Kuester Payment Contribution until such time that NVR makes the NVR Settlement Payment.

20. **The Collective Contributions; Notice.** The McGee Payment Contribution, Lake Builders Payment Contribution, Hans Payment Contribution, Alpha Payment Contribution, MI Windows Payment Contribution, and Kuester Payment Contribution, inclusive of the settlement contributions of their respective insurance carriers and Lake

Builders Lower Tiers and Hans Lower Tiers, inclusive of the settlement contributions of their respective carriers are referred to collectively herein as the “**Collective Contributions**.” NVR, by counsel, shall promptly notify counsel for Plaintiffs and counsel for Lake Builders, Hans, McGee, Alpha, Kuester, and MI Windows, and the Mediator, when NVR has received the Collective Contributions.

21. **Plaintiffs’ Release of NVR; Notice; Carve-Out for the “Repair Work”.**

Upon NVR’s delivery of the NVR Settlement Payment, the Plaintiffs hereby release, acquit, and forever discharge NVR (including its respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) from any and all rights, claims, suits, demands, damages of whatever nature, actions, and causes of action of any kind whatsoever, known or unknown, suspected or unsuspected, matured or contingent, resulting from, arising out of, or in any way related to the Project or the Actions, including without limitation all claims asserted or which could have been asserted by or on behalf of the Plaintiffs in the Actions or otherwise. Plaintiffs’ release shall be binding on all subsequent purchasers at the Project. NVR, by counsel, shall promptly notify counsel for Plaintiffs and counsel for Lake Builders, Hans, McGee, Alpha, Kuester, and MI Windows, and the Mediator, when NVR has delivered the NVR Settlement Payment. Notwithstanding the foregoing release in this Paragraph, NVR agrees to cause the performance of the work specified in Exhibit A to this Agreement (the “**Repair Work**”), and it further agrees that the Association shall not be deemed to have released NVR from its obligation to perform the Repair Work.

Plaintiffs, NVR, and McGee agree that the Repair Work is incorporated herein by reference as if fully set forth herein.

With the exception of NVR's agreement to cause the performance of the Repair Work, Plaintiffs' foregoing release to NVR releases all claims of any nature or kind whatsoever, now existing, 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 NVR (including all its respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) in connection with the Project or the materials or components installed at the Project at any time, including latent defects and warranty claims, and including without limitation (a) all claims which were raised, or which could or should have been raised in the Actions; (b) all past, present and future claims related to the design, construction, manufacture, contract administration, and construction management of the Project and any of the Project's component parts and any repairs to the Project through the date of dismissal of the Actions. This release expressly includes, and is not limited to, a release of NVR (including all its respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) from any and all claims for damages for any loss of use, loss of rent, or diminution in value suffered by any owner at the Project from the beginning of time through the dismissal of the Actions, including claims for alleged

latent defects. This release expressly includes, and is not limited to, a release of NVR (including its respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) for and from any and all and every type of claim for damages for personal injury, bodily injury, emotional distress, mental distress, loss of consortium and any other such claim alleged to be the result of or in any way connected to the work performed and for materials through the date of dismissal of the Actions.

22. **Plaintiffs' Release of McGee, Lake Builders, Hans, Alpha, MI**

Windows, Kuester, Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha

Lower Tiers. Upon NVR's delivery of the Settlement Payment, the Plaintiffs hereby release, acquit, and forever discharge McGee, Lake Builders, Hans, Alpha, Kuester, MI Windows, the Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers (including all their respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) from any and all rights, claims, suits, demands, damages of whatever nature, actions, and causes of action of any kind whatsoever, known or unknown, suspected or unsuspected, matured or contingent, resulting from, arising out of, or in any way related to the Project or the Actions, including without limitation all claims asserted or which could have been asserted by or on behalf of the Plaintiffs in the Actions or otherwise. Plaintiffs' release shall be binding on all subsequent purchasers at the Project.

This release includes 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 McGee (excluding McGee's obligations to perform certain of the Repair Work under the NVR-McGee Agreement), Lake Builders, Hans, Alpha, Kuester, MI Windows, the Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers (including all their respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) in connection with the Project or the materials or components installed at the Project at any time, including latent defects and warranty claims, and including, but without limiting the above in any way, of and from: (a) all claims which were raised, or which could or should have been raised in the Actions; (b) all past, present, and future claims related to the design, construction, manufacture, contract administration and construction management of the Project and any of the Project's component parts and any repairs to the Project including any future repairs or any additional issues as may be uncovered or discovered in any future repairs; and (c) all past, present and future claims involving, in any way, any alleged design, construction, materials problems and defects, and repairs at the Project whether such problems and defects are now known or are hereafter discovered, including any latent defects at the Project. This release expressly includes, and is not limited to, a release of McGee (excluding McGee's obligations to perform certain of the Repair Work under the NVR-

McGee Agreement), Lake Builders, Hans, Alpha, Kuester, MI Windows, the Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers (including all their respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) from any and all claims for damages for any loss of use, loss of rent, or diminution in value suffered by any owner at the Project from the beginning of time until the end of time. This release expressly includes, and is not limited to, a release of McGee (excluding McGee's obligations to perform certain of the Repair Work under the NVR-McGee Agreement), Lake Builders, Hans, Alpha, MI Windows, the Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers (including all their respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) for and from any and all and every type of claim for damages for personal injury, bodily injury, emotional distress, mental distress, loss of consortium and any other such claim alleged to be the result of or in any way connected to the work performed and for materials. This release includes a release of any and all future damages and damages not now known to Plaintiffs, but which may later develop or be discovered arising out of or in any way related to McGee (excluding McGee's obligations to perform certain of the Repair Work under the NVR-McGee Agreement), Lake Builders, Hans, Alpha, Kuester, MI Windows, the Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers (including all their respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors,

consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) or the performance of McGee, Lake Builders, Hans, Alpha, MI Windows, the Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers (including all their respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) work at the Project (excluding McGee's obligations to perform certain of the Repair Work under the NVR-McGee Agreement).

23. **Release Between and Among NVR, McGee, Lake Builders, Hans,**

Alpha, MI Windows, Kuester, Lake Builders Lower Tiers, and Hans Lower Tiers.

Upon dismissal of the Actions, NVR, McGee, Lake Builders, Hans, Alpha, MI Windows, Kuester, Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers hereby release, acquit, and forever discharge each other (including all their respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers (whether as a named or additional insured), sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) from any and all rights, claims, suits, demands, damages of whatever nature, actions, and causes of action of any kind whatsoever, known or unknown, suspected or unsuspected, matured or contingent, resulting from, arising out of, or alleged in the Actions, including without limitation all claims asserted or which could have been asserted in the Actions. Notwithstanding the foregoing releases, NVR and McGee acknowledge that the rights and obligations between NVR and McGee with respect to this Agreement are set forth more fully in the separate NVR-McGee

Agreement. As between NVR and McGee only, to the extent there is any conflict between this Agreement and the NVR-McGee Agreement concerning the rights and obligations between NVR and McGee, the NVR-McGee Agreement shall control.

Upon dismissal of the Actions, the releases in this Paragraph between and among NVR, McGee, Lake Builders, Hans, Alpha, MI Windows, Kuester, Lake Builders Lower Tiers, Siding by HNL, Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a Antonieta V. Gomez, Heber Chavez a/k/a Heber Percy Chavez Tito a/k/a Heber Chavez Tito, Melchor Carrion, Richard Chavez a/k/a Richard Jorge Chavez Tito, and David Cribillero a/k/a David Cribillero-Camacho, include all claims of any nature or kind whatsoever now existing, 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 things done, omitted or suffered to be done by NVR (excluding only NVR's obligation to cause performance of the Repair Work), McGee (excluding only McGee's obligations to perform certain of the Repair Work under the NVR-McGee Agreement), Lake Builders, Hans, Alpha, Kuester, MI Windows, the Lake Builders Lower Tiers, and Hans Lower Tiers (including all their respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) in connection with the Project or the materials or components installed at the Project at any time, including, but without limiting the above in any way, of and from: (a) all claims which were raised, or which could have been raised in the Actions; (b) all past and present claims related to the design, construction, manufacture, contract administration and construction management

of the Project and any of the Project's component parts and any repairs to the Project through dismissal of the Actions; and (c) all past and present claims involving, in any way, any alleged design, construction, materials problems and defects through dismissal of the Actions. This release expressly includes, and is not limited to, a release of NVR (excluding only NVR's obligation to cause performance of the Repair Work), McGee (excluding only McGee's obligations to perform certain of the Repair Work under the NVR-McGee Agreement), Lake Builders, Hans, Alpha, Kuester, MI Windows, the Lake Builders Lower Tiers, and Hans Lower Tiers (including all their respective predecessors, successors, assigns, officers, directors, employees, agents, representatives, contractors, consultants, insurers, sureties, heirs, personal representatives, administrators, subsidiaries, affiliates, members, attorneys, and partners) from any and all claims for damages for any loss of use, loss of rent, or diminution in value suffered by any owner at the Project from the beginning of time through dismissal of the Actions. In addition, all Parties acknowledge that, with the exception of NVR and McGee, no other Defendant shall have any obligation or liability for the Repair Work contemplated by this Agreement.

24. **Dismissal with Prejudice of the Association Action.** Within five days after NVR's delivery of the Settlement Payment, the Parties shall dismiss the Association Action in its entirety with prejudice. Attached as Exhibit B to this Agreement is a mutually acceptable form of dismissal to be used by the Parties (the "**Association Action Dismissal Form**"). Within five days after NVR's delivery of the Settlement Payment, the Association also agrees to dismiss its pending appeal of certain Orders in the Association Action involving MI Windows.

25. **Dismissal with Prejudice of the Class Action.** Within five day after

NVR's delivery of the Settlement Payment, the Plaintiffs shall dismiss the Class Action in its entirety with prejudice. Attached as Exhibit C to this Agreement is a form of dismissal to be used by the Plaintiffs (the "**Class Action Dismissal Form**").

26. **Repair Work Access; Association Designees for Repair Work; Communications; Scheduling.** After dismissal of the Actions with prejudice, the Association shall coordinate and promptly provide all necessary access to the Project for NVR and its contractors to perform the Repair Work (and any inspections incident thereto). NVR shall provide reasonable notice to the Association concerning scheduled inspections of the Project and the performance of the Repair Work. The Association shall respond promptly to any questions raised by NVR in connection with the performance of the Repair Work. The Association designates Sheila Thomas and John Dinnen, who are both members of the Association's board of directors, to represent or act on behalf of the Association in communicating with NVR concerning performance of the Repair Work. Ms. Thomas shall be the primary point of contact, and Mr. Dinnen shall be the secondary point of contact. NVR and the Association may communicate directly with each other to facilitate the performance of the Repair Work, and no participation of counsel shall be necessary. Any Party, however, may request its counsel's participation in any action or communication related to carrying out the Agreement. All such communications between the Parties and their representatives shall be treated as Confidential Settlement Communications. The Association and NVR acknowledge that the Repair Work may be delayed because of adverse weather conditions or unavailability of labor or materials; however, the Association, NVR, and McGee each commits to moving forward as promptly as reasonable possible concerning the Repair Work. The

Parties further acknowledge that, other than NVR and McGee, no other Defendant shall be responsible for the performance of the Repair Work.

27. **NVR Retention of Engineer; Repair Work; Roof Truss Certification.**

After dismissal of the Actions with prejudice, NVR will retain a professional engineer (selected by NVR) to conduct phased inspections of the Repair Work as determined by NVR during performance. In addition, in connection with performance of the Repair Work, NVR will provide the Association an engineer's certification that the condition of the roof truss-to-wall framing connections contains sufficient uplift capacity. NVR shall bear the costs of retaining the professional engineer and providing the foregoing certification specified in the preceding sentence of this Paragraph.

28. **Reliance Upon Own Legal Counsel; Tax Consequences.** The Parties enter this Agreement based solely upon their own assessments and evaluations of their respective claims, rights and causes of action, and without reliance on any statements or representations that may have been made by or on behalf of the other party. No Party, in entering this Agreement, has relied upon any representation or warranty except as expressly set forth herein. In entering this Agreement, the Parties represent that they have relied upon their own independent judgment and the advice of counsel of their own choosing, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that these terms are fully understood and voluntarily accepted by them. In addition, the Parties acknowledge that they each shall be responsible for any tax consequences relating to the receipt of any settlement funds or benefits described in this Agreement and agree to provide any necessary tax forms reasonably requested by the Parties.

29. **Entire Agreement; Exception for NVR-McGee Agreement.** The Parties agree that this Agreement constitutes the entire agreement between the Parties and that it supersedes all prior agreements, understandings and representations between the Parties, whether oral or written, concerning the subject matter hereof, except to the extent otherwise set forth herein. No extension, modification, amendment or waiver of any terms or conditions of this Agreement will be binding upon the Parties, unless it is in writing and signed by a duly authorized officer or representative of the Parties hereto. Notwithstanding the foregoing, NVR and McGee acknowledge that the rights and obligations between NVR and McGee with respect to this Agreement and the Project are set forth more fully in the separate NVR-McGee Agreement.

30. **Joint Drafting of Agreement.** This Agreement has been prepared by the Parties jointly, and accordingly, this Agreement is to be construed according to its terms. The normal rule of construction (to the effect that any ambiguities may be resolved against the drafting party) shall not be employed in any interpretation of this Agreement.

31. **No Admission of Liability.** The Parties agree that this Agreement represents a compromise and settlement of disputed and undetermined claims, the existence of any liability for which is expressly denied, and that this Agreement, the consideration therefore, all negotiations or other statements relating thereto, and any future work performed by or on behalf of NVR, are for settlement purposes only and shall not be deemed or construed for any purpose as an admission of liability by any of the Parties.

32. **Governing Law.** This Agreement is to be construed, interpreted, enforced and governed by and under the laws of South Carolina, without regard to any principles of conflict of law.

33. **No Third Party Beneficiaries.** This Agreement is intended to confer rights and benefits upon the Parties only. No person or entity other than the Parties has any legally enforceable rights under this Agreement. Any right of action for enforcement or breach of this Agreement is reserved for the Parties only. Notwithstanding the releases contained in this Agreement, the Parties have the right to enforce the terms of this Agreement by way of all legal and equitable remedies.

34. **Non-Assignment/Authority.** The Parties represent and warrant that they have not sold, assigned, transferred or conveyed any claims, demands or other matters provided by, or which may be the subject of, this Agreement. The Parties each represent and warrant that they have entered this Agreement voluntarily and with proper authority, and that neither this Agreement nor the settlement set forth herein is the result of duress, coercion, misrepresentation or undue influence by or on behalf of any party.

35. **Defense and Indemnity from the Association to Defendants.** The Association hereby agrees to indemnify, defend, and hold harmless McGee, Lake Builders, Hans, Alpha, MI Windows, the Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers (including all of their their past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, partnerships, members, principals, insurers, owners, carriers, sureties, reinsurers, heirs, successors, predecessors and successors in interest and assigns) from any and all debts, claims, actions, causes of action, all other claims, suits,

indemnity claims, damages, judgments and/or demands whatsoever, in law or in equity, which have existed, now exist or may later come into existence against McGee, Lake Builders, Hans, Alpha, MI Windows, the Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers (including all of their past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, partnerships, members, principals, insurers, owners, carriers, sureties, reinsurers, heirs, successors, predecessors and successors in interest and assigns). The Association hereby agrees to indemnify, defend and hold harmless NVR, McGee, Lake Builders, Hans, Alpha, MI Windows, the Lake Builders Lower Tiers, Hans Lower Tiers, and Alpha Lower Tiers (including all of their past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, partnerships, members, principals, insurers, owners, carriers, sureties, reinsurers, heirs, successors, predecessors and successors in interest and assigns) from all claims of any former, current or future homeowners at the Project for any of the claims which were asserted or could have been asserted in the Actions, including warranty claims, and in any action or claim concerning or relating in any way to the original design, construction, management, maintenance or previous repairs at the Project through dismissal of the Actions, and this indemnity provision includes the requirement that the Association will defend any such claims upon first notice of suit and/or claim, including, but not limited to, the duty to answer any such suit or claim. The Association's foregoing defense and indemnity obligations, however, do not apply to (a) a contribution action, if any, actually filed by Hans against its non-contributing subcontractors as reserved by Hans elsewhere in this Agreement or (b) individual homeowner claims, if any, brought

after dismissal of the Actions and which relate solely and exclusively to the Repair Work pursuant to Exhibit A to this Agreement.

36. S.C. Code Ann. § 15-38-40. The Parties agree that, upon dismissal of the Actions, this settlement with Lake Builders, Hans, and Alpha will completely discharge any common liability of any and all persons or entities involved as to Lake Builders's, Hans's, and Alpha's scope of work pursuant to SC Code §15-38-40. The settlement, as funded, will completely extinguish all liability of all persons or entities who contributed to the damages alleged in the Actions, including Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz, ~~Siding by HNL, Santurnino Hernandez-~~ Mendoza, Jong Pil Park, Victor R. Hurandes a/k/a Victor R. Herandes a/k/a Victor R. Hurands a/k/a Victoria H. Hernandez, Juan Francisco, Isaac Pereg a/k/a Isaac Perez, a/k/a Isao R. Pereg, Frank Cabrejos Marin a/k/a Frank Cabrelor, Han's Exteriors, Inc. a/k/a Hans Exteriors, Koam Exterior, Inc., Javier Jiminez Cortes a/k/a Javier Jiminez, Pablo Arturo Abanto, Park JP, Inc., KP Exterior a/k/a K.P Exterior, Ino. a/k/a KP Group, Inc., Jose Z. Garcia, Santiago Fernandez, Eun-H Kim, William Rivas, Claudio Jiminez Cortes, HBS Enterprises, Inc., and Hyun W. Jung, and any other non-contributing subcontractors or sub-subcontractors of Lake Builders, Hans, and Alpha, and preserving all rights, specifically including, but not limited to, the right of Contribution of Lake Builders, Hans, and Alpha.

37. NVR-Cincinnati Releases. Upon dismissal of the Actions, NVR specifically releases Cincinnati Insurance Company ("Cincinnati") from any and all claims for additional insured coverages, defense costs, and/or indemnification arising from any of the claims in the Actions. NVR agrees that any alleged duty on behalf of

OW | Hans
COUNSEL

WLL | Plaintiffs
COUNSEL

NSK | NVR
COUNSEL

JRO | HNL
COUNSEL

Cincinnati to defend or indemnify NVR, and any other duty or obligation set forth in that Agreement of May 29, 2013, between NVR and Cincinnati, is hereby ended and terminated upon dismissal of the Actions, and that NVR and Cincinnati fully and finally release each other, upon dismissal of the Actions, with respect to any and all claims alleged in the Actions. Notwithstanding the foregoing, Cincinnati's existing obligation to reimburse NVR for defense costs incurred by NVR up through dismissal of the Actions is not extinguished by this Agreement, and Cincinnati shall remain responsible for these defense costs (only).

38. **Headings.** The headings used in this Agreement are for convenience only and are not intended to limit or expand the terms of this Agreement.

39. **Payment of Mediator Fees.** Notwithstanding the releases in this Agreement, the Parties acknowledge that each of them shall remain responsible for their respective pro-rata share of the Mediator's fees and expenses through execution of this Agreement and dismissal of the Actions.

40. **Warranty of Capacity to Execute This Agreement.** The persons signing this Agreement represent, warrant, and acknowledge by their signatures that each is fully authorized by the Party for whom they are executing this Agreement to execute this Agreement on behalf of said Party. Further, by their signatures below, each of the Parties acknowledge and agree that each has obtained all required consent necessary to make this Agreement binding on them.

41. **Execution of Additional Documents.** The Parties agree to execute any documents or take any actions that are reasonably necessary to achieve the intent of the Parties as stated in this Agreement.

42. **Binding Contract / Successors and Assigns.** This Agreement shall be binding upon the Parties hereto and their respective predecessors, successors, assigns, parent companies, subsidiary companies, partners, affiliates and representatives, and shall inure to the benefit of the Parties, and each of them, and their respective predecessors, successors, assigns, parent companies, subsidiary companies, partners, affiliates and representatives.

43. **Execution in Counterpart.** The Parties agree that this Agreement may be executed in counterparts as if all signatories had signed the same document. All counterparts will be exchanged promptly. A facsimile or electronic copy of signatures is deemed an original. Signatures to this Agreement shall not be unreasonably withheld and the Parties agree to have this Agreement executed promptly. Plaintiffs agree that they shall be obligated to dismiss with prejudice the Association Action and Class Action within the time periods specified in this Agreement after receipt of the NVR Settlement Payment.

44. **IN WITNESS WHEREOF,** the Parties hereto warrant that they have read all of the Agreement and fully understand everything contained therein. Each Party fully and freely assents to all terms of this Agreement.

**FAIRWAY TOWNES OWNERS'
ASSOCIATION, INC.**

By: Sheila Thomas

Print Name: SHEILA THOMAS

Title: PRESIDENT

[Signature]
Witness or counsel

SHEILA THOMAS

Witness or counsel

JOHN DINNEN

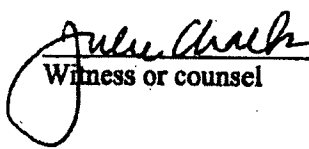
Witness or counsel

REED SMITH

Witness or counsel



KEVIN CHALK



Witness or counsel

LUIS FERNANDEZ

Witness or counsel

MARK SIMPSON

Witness or counsel

SHEILA THOMAS


Witness or counsel



JOHN DINNEN



Witness or counsel



REED SMITH



Witness or counsel

KEVIN CHALK

Witness or counsel

LUIS FERNANDEZ

Witness or counsel

MARK SIMPSON

Witness or counsel

Susan Larkin
SUSAN LARKIN

Karen L. Murray
Witness or counsel

NVR, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

LAKE BUILDERS, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

HANS CONSTRUCTION COMPANY, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

Sheila Thomas

SHEILA THOMAS

Deirdre Bill

Witness or counsel

JOHN DINNEN

Witness or counsel

REED SMITH

Witness or counsel

KEVIN CHALK

Witness or counsel

LUIS FERNANDEZ

Witness or counsel

MARK SIMPSON

Witness or counsel

SHEILA THOMAS

Witness or counsel



JOHN DINNEN



Witness or counsel

REED SMITH

Witness or counsel

KEVIN CHALK

Witness or counsel

LUIS FERNANDEZ

Witness or counsel

MARK SIMPSON

Witness or counsel

SHEILA THOMAS

Witness or counsel

JOHN DINNEN

Witness or counsel

REED SMITH

Witness or counsel

KEVIN CHALK

Witness or counsel

LUIS FERNANDEZ

Witness or counsel

Mark Simpson

MARK SIMPSON

Paul Ray

Witness or counsel

Susan Larkin
SUSAN LARKIN

Karen L. Murray
Witness or counsel

NVR, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

LAKE BUILDERS, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

HANS CONSTRUCTION COMPANY, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

SHEILA THOMAS

Witness or counsel

JOHN DINNEN

Witness or counsel

REED SMITH

Witness or counsel

KEVIN CHALK

Witness or counsel



LUIS FERNANDEZ



Witness or counsel

MARK SIMPSON

Witness or counsel

SUSAN LARKIN

Witness or counsel

NVR, INC.

By: Eugene Bredan

Print Name: Eugene Bredan

Title: VP and Controller

Yvonne [Signature]
Witness or counsel

LAKE BUILDERS, INC.

By: [Signature]

Print Name: RANDALL G. HOLDEN

Title: PRESIDENT

[Signature]
Witness or counsel

HANS CONSTRUCTION COMPANY, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

SUSAN LARKIN

Witness or counsel

NVR, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

LAKE BUILDERS, INC.

By: _____

Print Name: _____

Title: _____

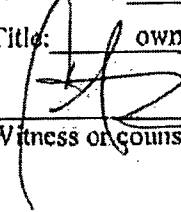
Witness or counsel

HANS CONSTRUCTION COMPANY, INC.

By: kangsangyul

Print Name: sang kang

Title: owner



Witness or counsel

MCGEE BROTHERS COMPANY, INC.

By: Don R. Mabee

Print Name: Don R. Mabee

Title: O.P.

Bill Wolfe
Witness or counsel

ALPHA & OMEGA CONSTRUCTION COMPANY

By: _____

Print Name: _____

Title: _____

Witness or counsel

MI WINDOWS AND DOORS, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

MCGEE BROTHERS COMPANY, INC.

By: _____

Print Name: _____

Title: _____

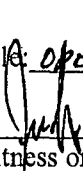
Witness or counsel

**ALPHA & OMEGA CONSTRUCTION
COMPANY**

By:  _____

Print Name: CHRIS STAFFORD

Title: OPERATIONS DIRECTOR

 _____
Witness or counsel

MI WINDOWS AND DOORS, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

MCGEE BROTHERS COMPANY, INC.

By: _____

Print Name: _____

Title: _____

Witness or counsel

**ALPHA & OMEGA CONSTRUCTION
COMPANY**

By: _____

Print Name: _____

Title: _____

Witness or counsel

MI WINDOWS AND DOORS, INC.

By: Hugh M. Clayton

Print Name: HUGH M. CLAYTON

Title: ATTORNEY FOR MI WINDOWS & DOORS, INC.

Deborah Stank

Witness or counsel

(Handwritten)
26/31

KUESTER MANAGEMENT GROUP, LLC

By: _____

Print Name: _____

Title: _____

Witness or counsel

LAKE BUILDERS LOWER TIERS

James Thompson d/b/a James Thompson Construction,

Ron Meyers Construction, Inc.,

Amy Moreno d/b/a Xtreme Framing,

Jorge A. Torres d/b/a JAT Construction

HANS LOWER TIERS

Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz,

Antoieta Villalba a/k/a Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a
Anonieta Gomez a/k/a Antonieta V. Gomez,

Siding by HNL a/k/a Siding by H.N.L., Santurnino Hernandez-Mendoza,

KUESTER MANAGEMENT GROUP, LLC

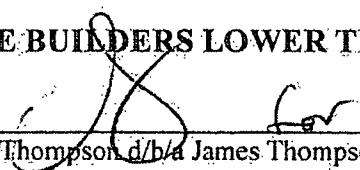
By: _____

Print Name: _____

Title: _____

Witness or counsel

LAKE BUILDERS LOWER TIERS



James Thompson d/b/a James Thompson Construction,

Ron Meyers Construction, Inc.,

Amy Moreno d/b/a Xtreme Framing,

Jorge A. Torres d/b/a JAT Construction

HANS LOWER TIERS

Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz,

Antoieta Villalba a/k/a Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a
Anonieta Gomez a/k/a Antonieta V. Gomez,

Siding by HNL a/k/a Siding by H.N.L., Santurnino Hernandez-Mendoza,

KÜESTER MANAGEMENT GROUP, LLC

By: _____

Print Name: _____

Title: _____

Witness or counsel

LAKE BUILDERS LOWER TIERS

James Thompson d/b/a James Thompson Construction,

Ron Meyers (atty in fact)

Ron Meyers Construction, Inc.,

Amy Moreno d/b/a Xtreme Framing,

Jorge A. Torres d/b/a JAT Construction

HANS LOWER TIERS

Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz,

Antoieta Villalba a/k/a Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a
Anonieta Gomez a/k/a Antonieta V. Gomez,

Siding by HNL a/k/a Siding by H.N.L., Santurnino Hernandez-Mendoza,

KUESTER MANAGEMENT GROUP, LLC

By: _____

Print Name: _____

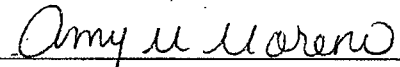
Title: _____

Witness or counsel

LAKE BUILDERS LOWER TIERS

James Thompson d/b/a James Thompson Construction,

Ron Meyers Construction, Inc.,



Amy Moreno d/b/a Xtreme Framing,

Jorge A. Torres d/b/a JAT Construction

HANS LOWER TIERS

Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz,

Antoieta Villalba a/k/a Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a
Anonieta Gomez a/k/a Antonieta V. Gomez,

Siding by HNL a/k/a Siding by H.N.L., Santurnino Hernandez-Mendoza,

KUESTER MANAGEMENT GROUP, LLC

By: _____

Print Name: _____

Title: _____

Witness or counsel

LAKE BUILDERS LOWER TIERS

James Thompson d/b/a James Thompson Construction,

Ron Meyers Construction, Inc.,

Amy Moreno d/b/a Xtreme Framing,

Jorge A Torres

Jorge A. Torres d/b/a JAT Construction

HANS LOWER TIERS

Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz,

Antoieta Villalba a/k/a Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a
Anonieta Gomez a/k/a Antonieta V. Gomez,

Siding by HNL a/k/a Siding by H.N.L., Santurnino Hernandez-Mendoza,

KUESTER MANAGEMENT GROUP, LLC

By: _____

Print Name: _____

Title: _____

Witness or counsel

LAKE BUILDERS LOWER TIERS

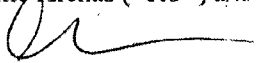
James Thompson d/b/a James Thompson Construction,

Ron Meyers Construction, Inc.,

Amy Moreno d/b/a Xtreme Framing,

Jorge A. Torres d/b/a JAT Construction

HANS LOWER TIERS

~~_____
Rutilio Aronson (P.O.) d/b/a Rutilio A. Aronson a/k/a Rutilio Aronson De La Lora~~


Antonieta Villalba a/k/a Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a
Anonieta Gomez a/k/a Antonieta V. Gomez, By: Allen Leland Dupre, her attorney

Siding by HNL a/k/a Siding by H.N.L., Santurnino Hernandez-Mendoza,

KUESTER MANAGEMENT GROUP, LLC

By: _____

Print Name: _____

Title: _____

Witness or counsel

LAKE BUILDERS LOWER TIERS

James Thompson d/b/a James Thompson Construction,

Ron Meyers Construction, Inc.,

Amy Moreno d/b/a Xtreme Framing,

Jorge A. Torres d/b/a JAT Construction

HANS LOWER TIERS

Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz,

Antoieta Villalba a/k/a Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a
Anonieta Gomez a/k/a Antonieta V. Gomez,



Siding by HNL a/k/a Siding by H.N.L., Santurnino Hernandez-Mendoza,



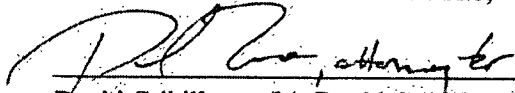
Richard Chavez a/k/a Richard Jorge Chavez Tito, Heber Chavez a/k/a Herber Percy Chavez Tito a/k/a Heber Chavez Tito,

David Cribillero a/k/a David Cribillero-Camacho,



Melchor Carrion,

Richard Chavez *a/k/a* Richard Jorge Chavez Tito, Heber Chavez *a/k/a* Herber Percy
Chavez Tito *a/k/a* Heber Chavez Tito,

A handwritten signature in black ink, appearing to read "David Cribillero", with a horizontal line drawn through the signature.

David Cribillero *a/k/a* David Cribillero-Camacho,

Melchor Carrion,

EXHIBIT A

**To Settlement and Release Agreement
- Repair Work -**

Exhibit A - Global Settlement Agreement and Release

Fairway Townes -- Draft Scope of Work (For Settlement Purposes)
4-29-14

Phase of Construction	General Scope of Work
<p>Permits</p>	<p>Secure permit for all 177 units.</p>
<p>Brick- 99 units Brick Removal Shutter replacement Brick M&L Plywood repairs & house wrap</p>	<p>Brick veneer to be removed and hauled off site. Bay window roofs on brick front units to be removed and new bay roof installed. EWB (Exterior Weather Barrier) to be removed. Damaged OSB to be removed & replaced. EWB & flashing installed prior to brick installation. New brick and lintels installed per code.</p>
<p>Siding-All 177 units Siding Removal Siding M&L Soffit & Fascia Shutters Front Door Pilasters</p>	<p>All siding, fascia & soffit to be removed as necessary and discarded. EWB replaced and new window flashing installed where needed. Front door decorative trim to be replaced on brick front units. New siding, fascia and soffit to be installed as needed.</p>
<p>Exterior Barrier & Flashing House wrap Install Wrap Tape windows Plywood Repairs M&L</p>	<p>Remove EWB. Replace damaged OSB Install new EWB and flash all windows as needed.</p>
<p>Roofing / Garage Remove metal roof Metal over garage Shingle roofs</p>	<p>Remove and install new metal roof over garages that have brick front units (99). Inspect and repair as needed</p>
<p>Bay Windows-50 Brick Units Bay removal Install roof panel Bay panel plant Bay Window Cornice Bay roof interior repairs Bay Lintel Bay Roof Metal</p>	<p>Remove bay window roof and exterior trim. Windows to be flashed and new EWB installed. New trim to be installed and painted. New roof panel and roof to be installed. New Interior drywall installed at bay roof and painted.</p>
<p>Trash Removal Dumpster</p>	<p>All miscellaneous construction debris to be contained in on-site dumpsters.</p>
<p>Landscaping Sod Shrub replacement</p>	<p>Sod & shrubs to be repaired / replaced on (99) brick front units as necessary.</p>
<p>Pressure Wash Bricks units</p>	<p>Brick front units (99) to be pressure washed to include flat work.</p>
<p>Light Fixtures Remove exterior lights Electrician install lights</p>	<p>Existing light fixtures on brick front units to be removed and protected and reinstalled at brick completion.</p>
<p>Cleaning Interior Clean</p>	<p>Clean interior room of brick front with drywall repairs.</p>
<p>Project Manager</p>	<p>Full time Project Manager on site to manage all construction activities. Perform work on 2 buildings simultaneously.</p>

EXHIBIT B

Dismissal Form – Association Action

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF YORK

CASE NO.: 11-CP-46-04552

FAIRWAY TOWNES OWNERS'
ASSOCIATION, INC.,

Plaintiff,

vs.

NVR, INC., STONECUTT, LLC, LAKE BUILDERS, INC., HANS CONSTRUCTION COMPANY, INC., MCGEE BROTHERS COMPANY, INC., ALPHA & OMEGA CONSTRUCTION COMPANY, MI WINDOWS AND DOORS, INC., JUAN A. JIMENEZ D/B/A AJJ ROOFING CONSTRUCTION, LLC, ALBERTO RAMOS D/B/A OLDY CONSTRUCTION, VICTOR OLIVIA-CLEMENTE D/B/A MARRANA CONSTRUCTION, ANDRES ABELINO GAVARRETE SERRANO A/K/A ANDRES GAVARRETE D/B/A ANDRES GAVARRETE CONSTRUCTION, QUETZA CONSTRUCTION COMPANY, AND ALFANSO CONSTRUCTION,

Defendants.

LAKE BUILDERS, INC.

Third-Party Plaintiff,

v.

JAMES THOMPSON d/b/a JAMES THOMPSON CONSTRUCTION, RON MEYERS CONSTRUCTION, INC., AMY MORENO d/b/a XTREME FRAMING, JOSE MORENA, JORGE TORRES d/b/a JAT CONSTRUCTION,

Third-Party Defendants.

**STIPULATION OF DISMISSAL
WITH PREJUDICE OF ALL CLAIMS
AND ALL PARTIES (EXCLUDING
ONLY CERTAIN HANS
CONSTRUCTION THIRD PARTY
CLAIMS BEING DISMISSED WITHOUT
PREJUDICE); AND DISMISSAL
WITHOUT PREJUDICE OF CERTAIN
HANS CONSTRUCTION THIRD PARTY
DEFENDANTS**

HANS CONSTRUCTION COMPANY, INC.

Third-Party Plaintiff,

v.

RUTILIO ARENAS ("TIO") a/k/a RUTILIO
A. LALUZ a/k/a RUTILIO ARENAS DE LA
LUZ, ANTOIETA VILLALBA a/k/a
ANTONIETA VILLALBA a/k/a
ANTONIETA VILLALBA GOMEZ a/k/a
ANTONIETA GOMEZ a/k/a ANTONIETA
V. GOMEZ, SIDING BY HNL a/k/a SIDING
BY H.N.L., SATURNINO HERNANDEZ-
MENDOZA, RICHARD CHAVEZ a/k/a
RICHARD JORGE CHAVEZ TITO, HEBER
CHAVEZ a/k/a HEBER PERCY CHAVEZ
TITO a/k/a HEBER CHAVEZ TITO, DAVID
CRIBILLERO a/k/a DAVID CRIBILLERO-
CAMACHO, JONG PIL PARK, VICTOR R.
HURANDES a/k/a VICTOR R.
HERNANDES a/k/a VICTOR R. HURANDS
a/k/a VICTORIA H. HERNANDES, JUAN
FRANCISCO, ISAAC PEREG a/k/a ISAAC
PEREZ a/k/a ISAAC R. PEREG, FRANK
CABREJOS MARIN a/k/a FRANK
CABREIOR, HAN'S EXTERIORS, INC.
a/k/a HANS EXTERIORS, KOAM
EXTERIOR, INC., JAVIER JIMINEZ
CORTES a/k/a JAVIER JIMINEZ, PABLO
ARTURO ABANTO, PARK JP, INC., KP
EXTERIOR a/k/a KP EXTERIOR, INC. a/k/a
KP GROUP, INC., JOSE Z. GARCIA,
SANTIAGO FERNANDEZ, EUN-H KIM,
WILLIAM RIVAS, MELCHOR CARRION,
CLAUDIA JIMINEZ CORTES, HBS
ENTERPRISES, INC., AND HYUN W.
JUNG,

Third-Party Defendants.

NVR, INC.,

Third-Party Plaintiff,

v.

KUESTER MANAGEMENT GROUP, LLC,

Third-Party Defendant.

Pursuant to Rules 7 and 41 of the South Carolina Rules of Civil Procedure, the parties, by and through their undersigned counsel of record, hereby present this stipulation of dismissal of all claims by Plaintiff, Fairway Townes Owners' Association ("Fairway") against the Defendants NVR, Inc., Stonecutt, LLC, Lake Builders, Inc., Hans Construction Company, Inc., McGee Brothers Company, Inc., Alpha & Omega Construction Company, MI Windows and Doors, Inc., Juan A. Jimenez d/b/a AJJ Roofing Construction, LLC, Alberto Ramos d/b/a Oldy Construction, Victor Olivia-Clemente d/b/a Marrana Construction, Andres Abelino Gavarrete Serrano a/k/a Andres Gavarrete d/b/a Andres Gavarrete Construction, Quetza Construction Company, and Alfanso Construction ("Fairway Defendants"), dismissal of all Defendant Lake Builders, Inc.'s third-party claims against third-party defendants James Thompson d/b/a James Thompson Construction, Ron Meyers Construction, Inc., Amy Moreno d/b/a Xtreme Framing, Jose Morena, Jorges Torres d/b/a JAT Construction ("Lake Builders Defendants"), dismissal of Defendant Hans Construction Company, Inc.'s third-party claims against third-party defendants Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz, Antoieta Villalba a/k/a Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a Antonieta Gomez a/k/a Antonieta V. Gomez, Siding by HNL a/k/a Siding by H.N.L., Saturnino Hernandez-Mendoza, Richard Chavez a/k/a Richard Jorge Chavez Tito, Heber Chavez a/k/a Heber Percy Chavez Tito a/k/a Heber Chavez Tito, David Cribillero a/k/a David Cribillero-Camacho, Jong Pil Park, Victor R. Hurandes a/k/a Victor R. Hernandez a/k/a Victor R. Hurands a/k/a Victoria H. Hernandez, Juan Francisco, Isaac Pereg a/k/a Isaac Perez a/k/a Isaac R. Pereg, Frank Cabrejos Marin a/k/a

Frank Cabreior, Han's Exteriors, Inc. a/k/a Hans Exteriors, Koam Exterior, Inc., Javier Jiminez Cortes a/k/a Javier Jiminez, Pablo Arturo Abanto, Park JP, Inc., KP Exterior a/k/a KP Exterior, Inc. a/k/a KP Group, Inc., Jose Z. Garcia, Santiago Fernandez, Eun-H Kim, William Rivas, Melchor Carrion, Claudia Jiminez Cortes, HBS Enterprises, Inc., and Hyun W. Jung, ("Hans Defendants"), and dismissal of Defendant NVR, Inc.'s third-party claims against third-party defendant Kuester Management Group, LLC ("Kuester") in the above-styled action. By doing so:

The parties stipulate to the Court that each and every claim by Plaintiff against Fairway Defendants, each and every third-party claim by Defendant Lake Builders, Inc. against the Lake Builder Defendants, and each and every third-party claim by Defendant NVR, Inc. against Kuester be dismissed with prejudice, with each party to bear its own costs and fees.

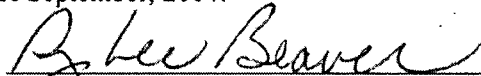
In addition, Hans Construction's Third-Party Complaint against Siding by HNL, Santurnino Hernandez-Mendoza, Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a Antonieta V. Gomez, Heber Chavez a/k/a Heber Percy Chavez Tito a/k/a Heber Chavez Tito, Melchor Carrion, Richard Chavez a/k/a Richard Jorge Chavez Tito, David Cribillero a/k/a David Cribillero-Camacho shall be dismissed with prejudice, with each party to bear its own costs and fees. However, Hans Construction's Third-Party Complaint against Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz, Jong Pil Park, Victor R. Hurandes a/k/a Victor R. Herandes a/k/a Victor R. Hurands a/k/a Victoria H. Hernandes, Juan Francisco, Isaac Pereg a/k/a Isaac Perez, a/k/a Isaac R. Pereg, Frank Cabrejos Marin a/k/a Frank Cabreior, Han's Exteriors, Inc. a/k/a Hans Exteriors, Koam Exterior, Inc., Javier Jiminez Cortes a/k/a Javier Jiminez, Pablo Arturo Abanto, Park JP, Inc., KP Exterior a/k/a K.P Exterior, Inc. a/k/a KP Group, Inc., Jose Z. Garcia, Santiago Fernandez, Eun-H Kim, William Rivas, Claudio Jiminez

Cortes, HBS Enterprises, Inc., and Hyun W. Jung shall be dismissed WITHOUT PREJUDICE.

It is the intention of this Stipulation that this action be dismissed in its entirety, consistent with the provisions set forth above.

A proposed order is attached hereto as Exhibit A.

Respectfully submitted this ___ day of September, 2014.



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Cortés, HBS Enterprises, Inc., and Hyun W. Jung shall be dismissed WITHOUT PREJUDICE.

It is the intention of this Stipulation that this action be dismissed in its entirety, consistent with the provisions set forth above.

A proposed order is attached hereto as Exhibit A.

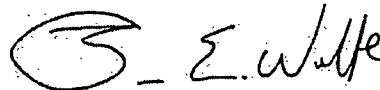
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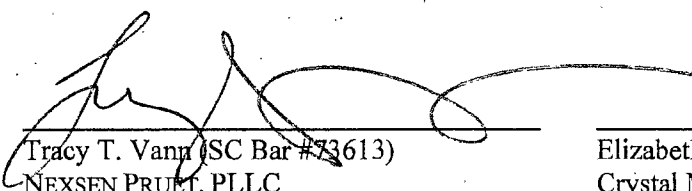
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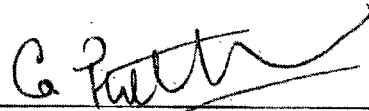
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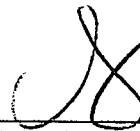
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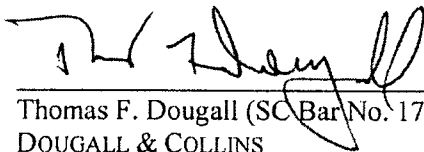
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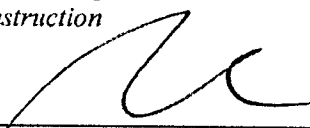
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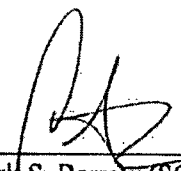


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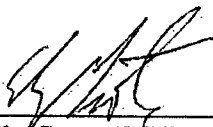
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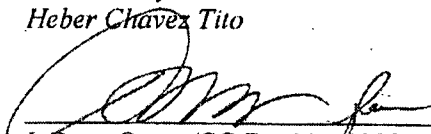
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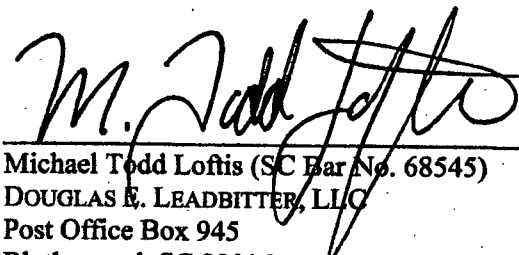
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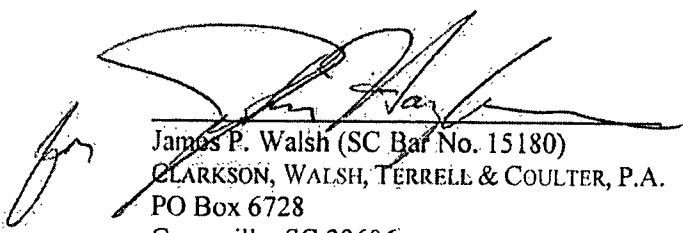
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CERTIFICATE OF SERVICE

I hereby certify that I have this date served the above and foregoing **STIPULATION OF DISMISSAL WITH PREJUDICE AND [PROPOSED] ORDER** by sending copies via e-mail on the following parties:

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Respectfully submitted this ____ day of September 2014.

Ryan L. Beaver

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF YORK

CASE NO.: 11-CP-46-04552

FAIRWAY TOWNES OWNERS'
ASSOCIATION, INC.,

Plaintiff,

vs.

NVR, INC., STONECUTT, LLC, LAKE BUILDERS, INC., HANS CONSTRUCTION COMPANY, INC., MCGEE BROTHERS COMPANY, INC., ALPHA & OMEGA CONSTRUCTION COMPANY, MI WINDOWS AND DOORS, INC., JUAN A. JIMENEZ D/B/A AJJ ROOFING CONSTRUCTION, LLC, ALBERTO RAMOS D/B/A OLDY CONSTRUCTION, VICTOR OLIVIA-CLEMENTE D/B/A MARRANA CONSTRUCTION, ANDRES ABELINO GAVARRETE SERRANO A/K/A ANDRES GAVARRETE D/B/A ANDRES GAVARRETE CONSTRUCTION, QUETZA CONSTRUCTION COMPANY, AND ALFANSO CONSTRUCTION,

Defendants.

LAKE BUILDERS, INC.

Third-Party Plaintiff,

v.

JAMES THOMPSON d/b/a JAMES THOMPSON CONSTRUCTION, RON MEYERS CONSTRUCTION, INC., AMY MORENO d/b/a XTREME FRAMING, JOSE MORENA, JORGE TORRES d/b/a JAT CONSTRUCTION,

Third-Party Defendants.

**ORDER OF DISMISSAL WITH
PREJUDICE OF ALL
CLAIMS AND ALL PARTIES
(EXCLUDING ONLY CERTAIN HANS
CONSTRUCTION THIRD PARTY
CLAIMS BEING DISMISSED WITHOUT
PREJUDICE); AND DISMISSAL
WITHOUT PREJUDICE OF CERTAIN
HANS CONSTRUCTION THIRD PARTY
DEFENDANTS**

HANS CONSTRUCTION COMPANY, INC.

Third-Party Plaintiff,

v.

RUTILIO ARENAS ("TIO") a/k/a RUTILIO
A. LALUZ a/k/a RUTILIO ARENAS DE LA
LUZ, ANTOIETA VILLALBA a/k/a
ANTONIETA VILLALBA a/k/a
ANTONIETA VILLALBA GOMEZ a/k/a
ANTONIETA GOMEZ a/k/a ANTONIETA
V. GOMEZ, SIDING BY HNL a/k/a SIDING
BY H.N.L., SATURNINO HERNANDEZ-
MENDOZA, RICHARD CHAVEZ a/k/a
RICHARD JORGE CHAVEZ TITO, HEBER
CHAVEZ a/k/a HEBER PERCY CHAVEZ
TITO a/k/a HEBER CHAVEZ TITO, DAVID
CRIBILLERO a/k/a DAVID CRIBILLERO-
CAMACHO, JONG PIL PARK, VICTOR R.
HURANDES a/k/a VICTOR R.
HERNANDES a/k/a VICTOR R. HURANDS
a/k/a VICTORIA H. HERNANDES, JUAN
FRANCISCO, ISAAC PEREG a/k/a ISAAC
PEREZ a/k/a ISAAC R. PEREG, FRANK
CABREJOS MARIN a/k/a FRANK
CABREIOR, HAN'S EXTERIORS, INC.
a/k/a HANS EXTERIORS, KOAM
EXTERIOR, INC., JAVIER JIMINEZ
CORTES a/k/a JAVIER JIMINEZ, PABLO
ARTURO ABANTO, PARK JP, INC., KP
EXTERIOR a/k/a KP EXTERIOR, INC. a/k/a
KP GROUP, INC., JOSE Z. GARCIA,
SANTIAGO FERNANDEZ, EUN-H KIM,
WILLIAM RIVAS, MELCHOR CARRION,
CLAUDIA JIMINEZ CORTES, HBS
ENTERPRISES, INC., AND HYUN W.
JUNG,

Third-Party Defendants.

NVR, INC.,

Third-Party Plaintiff,

v.

KUESTER MANAGEMENT GROUP, LLC,

Third-Party Defendant.

WHEREFORE, the parties have filed a Stipulation of Dismissal with Prejudice as to the claims of Plaintiff, Fairway Townes Owners' Association against the Defendants NVR, Inc., Stonecutt, LLC, Lake Builders, Inc., Hans Construction Company, Inc., McGee Brothers Company, Inc., Alpha & Omega Construction Company, MI Windows and Doors, Inc., Juan A. Jimenez d/b/a AJJ Roofing Construction, LLC, Alberto Ramos d/b/a Oldy Construction, Victor Olivia-Clemente d/b/a Marrana Construction, Andres Abelino Gavarrete Serrano a/k/a Andres Gavarrete d/b/a Andres Gavarrete Construction, Quetza Construction Company, and Alfonso Construction, ("Fairway Defendants"), as to the third-party claims of Defendant Lake Builders, Inc.'s against third-party defendants James Thompson d/b/a James Thompson Construction, Ron Meyers Construction, Inc., Amy Moreno d/b/a Xtreme Framing, Jose Morena, Jorge Torres d/b/a JAT Construction, ("Lake Builders Defendants"), as to the third-party claims of Defendant Hans Construction Company, Inc.'s against third-party defendants Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz, Antoieta Villalba a/k/a Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a Antonieta Gomez a/k/a Antonieta V. Gomez, Siding by HNL a/k/a Siding by H.N.L., Saturnino Hernandez-Mendoza, Richard Chavez a/k/a Richard Jorge Chavez Tito, Heber Chavez a/k/a Heber Percy Chavez Tito a/k/a Heber Chavez Tito, David Cribillero a/k/a David Cribillero-Camacho, Jong Pil Park, Victor R. Hurandes a/k/a Victor R. Hernandez a/k/a Victor R. Hurands a/k/a Victoria H. Hernandez, Juan Francisco, Isaac Pereg a/k/a Isaac Perez a/k/a Isaac R. Pereg, Frank Cabrejos Marin a/k/a Frank Cabreior, Han's Exteriors, Inc. a/k/a Hans Exteriors, Koam Exterior, Inc., Javier Jiminez Cortes a/k/a Javier

Jiminez, Pablo Arturo Abanto, Park JP, Inc., KP Exterior a/k/a KP Exterior, Inc. a/k/a KP Group, Inc., Jose Z. Garcia, Santiago Fernandez, Eun-H Kim, William Rivas, Melchor Carrion, Claudia Jiminez Cortes, HBS Enterprises, Inc., and Hyun W. Jung, ("Hans Defendants") (excluding only certain Hans Construction Third Party Claims being dismissed Without Prejudice, as specified below), and as to the third-party claims of Defendant NVR, Inc.'s against third-party defendant Kuester Management Group, LLC ("Kuester") in the above-styled action. Therefore it is hereby,

ORDERED, ADJUDGED, and DECREED that Plaintiff's claims against the Fairway Defendants, each and every third-party claim by Defendant Lake Builders, Inc. against the Lake Builders Defendants, and each and every third-party claim by Defendant NVR, Inc. against Kuester be dismissed with prejudice, each party to bear its own costs and fees; and it is hereby,

ORDERED, ADJUDGED, and DECREED that Hans Construction's Third-Party Complaint against Siding by HNL, Santurnino Hernandez-Mendoza, Antonieta Villalba a/k/a Antonieta Villalba Gomez a/k/a Antonieta V. Gomez, Heber Chavez a/k/a Heber Percy Chavez Tito a/k/a Heber Chavez Tito, Melchor Carrion, Richard Chavez a/k/a Richard Jorge Chavez Tito, David Cribillero a/k/a David Cribillero-Camacho shall be dismissed with prejudice, with each party to bear its own costs and fees. However, Hans Construction's Third-Party Complaint against Rutilio Arenas ("Tio") a/k/a Rutilio A. LaLuz a/k/a Rutilio Arenas De La Luz, Jong Pil Park, Victor R. Hurandes a/k/a Victor R. Herandes a/k/a Victor R. Hurands a/k/a Victoria H. Hernandez, Juan Francisco, Isaac Pereg a/k/a Isaac Perez, a/k/a Isaac R. Pereg, Frank Cabrejos Marin a/k/a Frank Cabreior, Han's Exteriors, Inc. a/k/a Hans Exteriors, Koam Exterior, Inc., Javier Jiminez Cortes a/k/a Javier Jiminez, Pablo Arturo Abanto, Park JP, Inc., KP Exterior a/k/a K.P Exterior, Inc. a/k/a KP Group, Inc., Jose Z. Garcia, Santiago Fernandez, Eun-H Kim,

William Rivas, Claudio Jiminez Cortes, HBS Enterprises, Inc., and Hyun W. Jung shall be dismissed WITHOUT PREJUDICE.

IT IS SO ORDERED.

Presiding Judge
16th Judicial Circuit

York, South Carolina
September _____, 2014

Exhibit C

Dismissal Form – Class Action

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ROCK HILL DIVISION

SHEILA THOMAS, JOHN DINNEN,
REED SMITH, KEVIN CHALK, and LUIS
FERNANDEZ, AND ALL OTHERS
SIMILARLY SITUATED,

Plaintiffs,

vs.

NVR, INC., STONECUTT, LLC, LAKE
BUILDERS, INC., HANS
CONSTRUCTION COMPANY, INC.,
MCGEE BROTHERS COMPANY, INC.,
ALPHA & OMEGA CONSTRUCTION
COMPANY, MI WINDOWS AND DOORS,
INC., JUAN A. JIMENEZ D/B/A AJJ
ROOFING CONSTRUCTION, LLC,
ALBERTO RAMOS D/B/A OLDY
CONSTRUCTION, VICTOR OLIVIA-
CLEMENTE D/B/A MARRANA
CONSTRUCTION, ANDRES ABELINO
GAVARRETE SERRANO A/K/A ANDRES
GAVARRETE D/B/A ANDRES
GAVARRETE CONSTRUCTION,
QUETZA CONSTRUCTION COMPANY,
AND ALFANSO CONSTRUCTION,

Defendants.

LAKE BUILDERS, INC.

Third-Party Plaintiff,

v.

JAMES THOMPSON d/b/a JAMES
THOMPSON CONSTRUCTION, RON
MEYERS CONSTRUCTION, INC., AMY
MORENO d/b/a XTREME FRAMING, JOSE
MORENA, JORGES TORRES d/b/a JAT
CONSTRUCTION,

Civil Case No.: 0:14-cv-03348-JFA

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Rules 7 and 41 of the Federal Rules of Civil Procedure, the parties, by and through their undersigned counsel of record, hereby present this stipulation of dismissal of all claims by Plaintiffs, Sheila Thomas, John Dinnen, Reed Smith, Kevin Chalk, and Luis Fernandez, and all others similarly situated (“Plaintiffs”) against the Defendants NVR, Inc., Stonecutt, LLC, Lake Builders, Inc., Hans Construction Company, Inc., McGee Brothers Company, Inc., Alpha & Omega Construction Company, MI Windows and Doors, Inc., Juan A. Jimenez d/b/a AJJ Roofing Construction, LLC, Alberto Ramos d/b/a Oldy Construction, Victor Olivia-Clemente d/b/a Marrana Construction, Andres Abelino Gavarrete Serrano a/k/a Andres Gavarrete d/b/a Andres Gavarrete Construction, Quetza Construction Company, and Alfonso Construction (“Defendants”), and dismissal Defendant Lake Builders, Inc. third-party claims against third-party defendants James Thompson d/b/a James Thompson Construction, Ron Meyers Construction, Inc., Amy Moreno d/b/a Xtreme Framing, Jose Morena, Jorges Torres d/b/a JAT Construction (“Lake Builders Defendants”).

By doing so, the parties stipulate to the Court that each and every claim by Plaintiffs against Defendants, and each and every third-party claim by Defendant Lake Builders, Inc. against the Lake Builder Defendants be dismissed with prejudice, with each party to bear its own costs and fees.

Respectfully submitted this _____ day of September 2014.

/s/ Ryan L. Beaver

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ROCK HILL DIVISION

SHEILA THOMAS, JOHN DINNEN,
REED SMITH, KEVIN CHALK, and LUIS
FERNANDEZ, AND ALL OTHERS
SIMILARLY SITUATED,

Plaintiffs,

vs.

NVR, INC., STONECUTT, LLC, LAKE
BUILDERS, INC., HANS
CONSTRUCTION COMPANY, INC.,
MCGEE BROTHERS COMPANY, INC.,
ALPHA & OMEGA CONSTRUCTION
COMPANY, MI WINDOWS AND DOORS,
INC., JUAN A. JIMENEZ D/B/A AJJ
ROOFING CONSTRUCTION, LLC,
ALBERTO RAMOS D/B/A OLDY
CONSTRUCTION, VICTOR OLIVIA-
CLEMENTE D/B/A MARRANA
CONSTRUCTION, ANDRES ABELINO
GAVARRETE SERRANO A/K/A ANDRES
GAVARETTE D/B/A ANDRES
GAVARRETE CONSTRUCTION,
QUETZA CONSTRUCTION COMPANY,
AND ALFANSO CONSTRUCTION,

Defendants.

Civil Case No.: 0:14-cv-03348-JFA

CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of September, 2014, I have served a copy of the foregoing **STIPULATION OF DISMISSAL** upon the Clerk of Court electronically and to the following electronically:

W. Jefferson Leath
Michael S. Seekings
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SC Court of Appeals

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Attorneys for Plaintiffs

And the following parties were served by sending copies via e-mail and U.S. Mail, postage prepaid:

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LEATH, BOUCH & SEEKINGS, LLP
COMMERCIAL LITIGATION • CONSTRUCTION • ENVIRONMENTAL

November 5, 2014

The Honorable Jenny Abbott Kitchings
Clerk
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211-1629

RE: Fairway Townes Owners Association vs. NVR, Inc., McGee Brothers, Inc.
Lake Brothers, Inc., MI Windows & Doors, Inc., et al.
CA No. 2011-CP-46-04552

Dear Ms. Kitchings:

Please find enclosed an original and one copy of the Appellants' Consent Motion to Dismiss Appeal due to Complete and Final Settlement of all Matters in the above matter. I have also attached the executed Global Settlement Agreement and Release dated August 1, 2014. I have also enclosed our firm's check in the amount of Twenty-Five (\$25) Dollars for the filing fee. I would ask that you please return a clocked copy of the Motion in the enclosed prepaid envelope.

Thank you for your courtesies. If you have any questions, please contact me.

Sincerely,

LEATH BOUCH & SEEKINGS, LLP

Cheryl Steadman
Paralegal

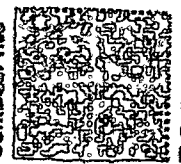
/cas
Enclosures as stated
c: All counsel of record (w/enclosures)

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SC Court of Appeals

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ATTN: ELIZABETH

