THE STATE OF SOUTH CAROLINA
COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY

COURT OF COMMON PLEAS

HONORABLE R. MARKLEY DENNIS, JR.

RECEIVED
MAY 04 2015
SC Court of Appeals

Case No. 2013-CP-10-7203

Appeal Case No. 2014-001907

Nationwide Property & Casualty

Insurance Company, Plaintiff/Appellant

V.

Gary Mccombs and Ragan McCombs Albert,

Defendants/Respondents

RECORD ON APPEAL

TRACE DILLON
SC Bar No. 16857
Attorney for Appellant
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
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843/577-5200
Attorney for Respondent
Gary McCombs

Helen F. Hiser
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843-476-2900
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735 Johnnie Dodds Blvd.
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Mount Pleasant SC 29465
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Attorneys for Respondent
Ragan McCombs Albert

THE STATE OF SOUTH CAROLINA
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Ragan McCombs Albert

Index

I. Orders

1. Circuit Court Order dated August 1, 2014. [Pages 3-4]

II. Pleadings

1. Summons and Complaint Filed December 11, 2013 [pages 5-23]
2. Amended Complaint filed February 19, 2014 [pages 24-97]
3. Answer to Amended Complaint [pages 98-103]
4. Defendant Gary McComb's Motion for Summary Judgment, filed July 15, 2014 [pages 104-107]
5. Defendant Ragan McCombs Alberts Memorandum in Support of Motion for Summary Judgment and Exhibits attached thereto filed August 1, 2014. [pages 108-128]
6. Plaintiff's Reply to Defendants Motion for Summary Judgment and Plaintiff's Cross Motion for Summary Judgment, dated July 29, 2014. [pages 129-137]

III. Transcripts

1. Transcript of Hearing before the Circuit Court Held August 1, 2014. [pages 138-147]

2. Transcript of Deposition of Alison Smith Thornley dated July 11, 2014 [pages 148-341]

IV. Exhibits

1. Affidavit of Rich Gallion and Exhibits attached thereto filed August 4, 2014. [pages 342- 392]
2. Affidavit of Gary McCombs [page 393]
3. Affidavit of Ragan McCombs Albert [pages 394-396]
4. Nationwide Responses to Interrogatories and Nationwide Response to Request for Production of Documents and attachments [pages 397-477]

V. Certificate

Appellant certifies that the Designation does not contain a matter irrelevant to the appeal.

Respectfully Submitted this 28 Day of April, 2015, by:

BY: _____

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A

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-7203

Nationwide Property and Casualty
PLAINTIFF(S)

vs. Gary McCombs et al.
~~Joseph O. Fischer, III, et al.~~
DEFENDANT(S)

Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

X **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

FILED
2014 AUG -4 AM 11:37
JULIE J. ARMSTRONG
CLERK OF COURT
BY

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court: Court granted Motions for summary Judgment in favor of all defendants.

ORDER INFORMATION

This order X ends ☐ does not end the case.
Additional Information for the Clerk:

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge

2060
Judge Code

8/1/14
Date

For Clerk of Court Office Use Only

SCRCP Form 4C (10/2011)

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258
RETURN SERVICE REQUESTED

CHARLESTON COUNTY
SOUTH CAROLINA

1300148

www3.charlestoncounty.org

3

TRACE M. DILLON
THE DILLON LAW FIRM P.C
1130 HURRICANE SHOALS RD NE STE 600
LAWRENCEVILLE GA 30043-4850

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRCP

Order/Crt granted motion for sum judg in favor of all defnts

CASE NO: 2013CP1007203
Nationwide Property & Casualty Insurance Company VS Gary Mccombs , defendant, et al

This judgment was entered on the 04th day of August, 2014, and a copy mailed first class on Monday, August 11, 2014, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at www3.charlestoncounty.org.

RECEIVED
AUG 18 2013
BY: GA

1620102.20140808382701.00003

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)
)
NATIONWIDE PROPERTY &)
CASUALTY INSURANCE COMPANY)
PLAINTIFF)
VS.)
GARY MCCOMBS; RAGAN MCCOMBS)
ALBERT; ROBERT G ALBERT
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET
2013-CP-10-7203

SC Bar # 16857
Telephone#:(770) 513-6400
Fax#:(770) 513-6577
Other:
E-mail: trace@dillonlawfirmpc.com

Submitted By: THE DILLON LAW FIRM PC
Address:
1130 Hurricane Shoals Road, Suite 600
Lawrenceville, GA 30043

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint

DOCKETING INFORMATION (*Check all that apply*)

*If Action is Judgment/Settlement do not complete

☐ JURY TRIAL demanded in complaint. X NON-JURY TRIAL is demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
X This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
☐ This case is exempt from ADR. (Proof of ADR/Exemption attached)

NATURE OF ACTION (*Check One Box Below*)

Contracts
☐ Construction (100)
X Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199)

Torts-Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case # 20__CP-___-_____
☐ Notice/File Med Mal (230)
☐ Other (299)

Torts-Personal Injury
☐ Assault/Battery/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399)

Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499)

Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899)

Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Other (799)

Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999)

Special/Complex/Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of-State Depositions (650)
☐ Motion to Quash Subpoena in An Out-of-County Action (660)
☐ Sexual Predator (510)

Submitting Party Signature: _____ Date: 12/10/13

RECEIVED
DEC 16 2013
BY: NS

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Act, S.C. Code Ann. § 15-36-10 et. seq. SCCA/234 (04/2012) Page 1 of 2

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston)

NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY) Case No.:

PLAINTIFF,

vs.) SUMMONS
(Non-Jury)

GARY MCCOMBS; RAGAN MCCOMBS ALBERT; ROBERT G ALBERT

DEFENDANT(s).

FILED
2013 DEC 11 PM 4:12
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO THE DEFENDANT(s) ABOVE-NAMED:

You are hereby summoned and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint, upon the subscriber of THE DILLON LAW FIRM PC at the office address of 1130 Hurricane Shoals Rd., Suite 600, Lawrenceville, GA 30043 within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, PLAINTIFF will apply to the Court for the relief demanded in the Complaint.

Submitted this December 9, 2013.

TRACE DILLON
Bar No. 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577 (Facsimile)

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston)

NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY) Case No.:

PLAINTIFF,

vs.)

GARY MCCOMBS; RAGAN MCCOMBS ALBERT; ROBERT G ALBERT)

DEFENDANT(s).

FILED
2013 DEC 11 PM 4:12
JULIE J. ARMSTRONG
CLERK OF COURT
BY

COMPLAINT
NEGLIGENCE

Comes now PLAINTIFF, NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY, and for its Complaint states:

Jurisdiction and Venue

1. The PLAINTIFF, NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, (hereinafter "PLAINTIFF,") is a foreign corporation.
2. On information and belief, the Defendant(s), GARY MCCOMBS (hereinafter "Defendant(s)") is citizen and resident of the above named County, State of South Carolina, who resides at 1282 CHRISMILL LANE , MOUNT PLEASANT SC 29466.
3. On information and belief, the Defendant(s), RAGAN MCCOMBS ALBERT (hereinafter "Defendant(s)") is citizen and resident of the state of North Carolina, who resides at 16512 KETTLEWELL LANE, CHARLOTTE, NC 28277.
4. On information and belief, the Defendant(s), ROBERT ALBERT (hereinafter "Defendant(s)") is citizen and resident of the state of North Carolina, who resides at 16512 KETTLEWELL LANE, CHARLOTTE, NC 28277.

Facts:

5. Defendants ROBERT ALBERT AND RAGAN MCCOMBS ALBERT owned rental property.
6. Defendant GARY MCCOMBS repaired this rental property.
7. Defendant(s) negligently caused a damage to property belonging to Plaintiff's insured.
8. The total amount of the damage caused is $18,923.91.

Count One: Negligence

9. PLAINTIFF realleges the foregoing paragraphs as ff fully set forth and is incorporated herein by reference.
10. Defendant(s) has negligently caused harm to Plaintiff as alleged above.
11. Defendant(s) has breached the terms of the contract.

Wherefore, PLAINTIFF prays that it be granted judgment for the following amounts:

1) For Count One, Negligence, PLAINTIFF prays that it be granted $18,923.91 in principal, $4,935.77 in prejudgment

interest from December 17, 2010 through December 9, 2013, court costs and post judgment interest at the legal rate.

This 10th day of December, 2013.

TRACE DILLON
Bar No. 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577 (Facsimile)

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS
NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY PLAINTIFF, Vs. GARY MCCOMBS RAGAN MCCOMBS ALBERT ROBERT G. ALBERT Defendant(s).	Case No.: AFFIDAVIT IN SUPPORT OF SWORN ACCOUNT

Before me, the undersigned authority, on this day personally appeared:

AFFIANT NAME: Ryn Gallion

AFFIANT TITLE: Agent for NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY

COMPANY NAME: NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY

and upon oath stated that he/she

1. is above the age of 21 and is authorized to make this affidavit;
2. is personally acquainted with the facts herein stated and that all of the facts stated herein are true and correct;
3. that the foregoing claim described below in favor of NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, a corporation licensed to do business here in the United

EXHIBIT
A

States, and such claim is against GARY MCCOMBS RAGAN MCCOMBS ALBERT, ACCOUNT NUMBER [redacted], BALANCE $18,923.91 is within the knowledge of affiant, just and true, that it is due and that all just and lawful offsets, payments and credits have been allowed, that these were made in the regular course of business for an employee or representative of the business with personal knowledge of such act, event or condition to make such memorandum or record or to transmit information thereof to be included in such memorandum of record, and that it was made at or near the time of the act, event or condition or reasonable soon thereafter.

By: _____
Affiant Name

Sworn and subscribed before me this
25th day of November, 2013.

_____
NOTARY PUBLIC.

KARLA M. NAVARRO
Commission # 1947647
Notary Public - California
Los Angeles County
My Comm. Expires Sep 8, 2015

Trace Dillon, Esq.
Admitted to GA, SC & TN Bars

THE DILLON LAW FIRM, PC
ATTORNEYS AT LAW

Brandi Fishel, Esq.
Admitted to GA Bar
Natalie Powers, Esq.
Admitted to SC & OH Bars

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Suite 600
Lawrenceville, GA 30043

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trace@dillonlawfirmpc.com
www.dillonlawfirmpc.com

NOVEMBER 20, 2013

VIA FIRST CLASS MAIL
GARY MCCOMBS
1282 CHRISHILL LANE
MOUNT PLEASANT, SC 29466

RE: NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY
vs: GARY MCCOMBS and RAGAN MCCOMBS ALBERT
Our File No.: 13001448
Principal Amount: $18,923.91
Interest to date: $4,849.58
Total: $23,773.49

Dear GARY MCCOMBS:

THE DILLON LAW FIRM PC has been retained by the above creditor to collect the above outstanding past due indebtedness. Accordingly, demand is hereby made that the above amount (which does include allowable interest) be paid to this office.

Our client may also seek attorney's fees incurred in the collection of this debt plus future allowable interest. If you dispute this debt or any portion of this debt, please do so within 30 days after receipt of this letter, or we will consider the debt to be valid and due. If you notify us in writing, within the 30 day period, that the debt or any portion of the debt is disputed, we will obtain verification of the debt OR a copy of the judgment against you and provide you with a copy of such verification or judgment.

Furthermore, if you send a written request within the 30 day period, we will provide you with the name and address of the original creditor, if different from the current creditor. We reserve the right to pursue every legal remedy available to collect this debt during and after that time. Please note that this is an attempt to collect a debt and any information obtained, will be used for that purpose.

Send your payment to our office referencing our file number. Please note we accept Visa, Master Card, and checks for payment. Please call to make payment arrangements and for details.

Sincerely
THE DILLON LAW FIRM PC

BRANDI FISHEL or TRACE DILLON

[redacted]

EXHIBIT
B

Trace Dillon, Esq.
Admitted to GA, SC & TN Bars

THE DILLON LAW FIRM, PC
ATTORNEYS AT LAW

Brandi Fishel, Esq.
Admitted to GA Bar
Natalie Powers, Esq.
Admitted to SC & OH Bars

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trace@dillonlawfirmpc.com
www.dillonlawfirmpc.com

NOVEMBER 20, 2013

VIA FIRST CLASS MAIL
RAGAN MCCOMBS ALBERT
16512 KETTLEWELL LAN
CHARLOTTE, NC 28277

RE: NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY
vs: GARY MCCOMBS and RAGAN MCCOMBS ALBERT
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Sincerely,
THE DILLON LAW FIRM PC

BRANDI FISHEL or TRACE DILLON

Trace Dillon, Esq.
Admitted to GA, SC & TN Bars

THE DILLON LAW FIRM, PC
ATTORNEYS AT LAW

Brandi Fishel, Esq.
Admitted to GA Bar
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Facsimile (770) 513-6577
trace@dillonlawfirmpc.com
www.dillonlawfirmpc.com

NOVEMBER 20, 2013

VIA FIRST CLASS MAIL
ROBERT G. ALBERT
16512 KETTLEWELL LAN
CHARLOTTE, NC 28277

RE: NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY
vs: GARY MCCOMBS and RAGAN MCCOMBS ALBERT
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Principal Amount: $18,923.91
Interest to date: $4,849.58
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Furthermore, if you send a written request within the 30 day period, we will provide you with the name and address of the original creditor, if different from the current creditor. We reserve the right to pursue every legal remedy available to collect this debt during and after that time. Please note that this is an attempt to collect a debt and any information obtained, will be used for that purpose.

Send your payment to our office referencing our file number. Please note we accept Visa, Master Card, and checks for payment. Please call to make payment arrangements and for details.

Sincerely,
THE DILLON LAW FIRM PC

BRANDI FISHEL or TRACE DILLON

STATE OF SOUTH CAROLINA COUNTY OF Charleston	IN THE COURT OF COMMON PLEAS
NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY PLAINTIFF, vs. GARY MCCOMBS; RAGAN MCCOMBS ALBERT; ROBERT G ALBERT DEFENDANT(s).	Case No.: PLAINTIFF's First Interrogatories and Requests for Production of Documents, DEFENDANT(s)

Pursuant to S.C.R.C.P. 26, 33, 34, and 36, the following Requests are propounded by PLAINTIFF to be answered by Defendant(s) separately and fully in writing and under oath, and in accordance with the above-cited rules.

These Requests are addressed to the knowledge of Defendant(s) and the agents, representatives and attorneys of same. If the answer to the entire question is not known, so state and answer the part known. If an exact date is not known, state the closest approximate date.

These Requests are deemed continuing in nature and call for prompt supplemental production whenever Defendant(s) shall receive or discover information covered by the provisions of S.C.R.C.P. 26, including, inter alia, the ongoing duty of to supplement promptly the responses to these Requests should obtain information upon the basis of which Defendant(s) know(s) a prior response was incorrect or incomplete when made, or that a

response, thought correct and complete when made, is no longer true and complete. A failure to deny the attached Requests for Admission, within the time permitted by law, will be deemed an admission pursuant to S. C. R. Civ. P. 36.

INSTRUCTIONS AND DEFINITIONS

For the purposes of these Requests the following definitions and instructions shall apply:

A) For purposes of theses requests, "document" or "documents" is used in its broadest sense, and means all tangible items and all written, printed, typed, recorded, transcribed, punched, taped, or graphic matter of every type and description, however and by whomever prepared, produced, reproduced, disseminated, or made, including, but not limited to, writings, records, correspondence, communications, letters, diaries, diary entries, logs, log books, schedules, change orders, contracts, purchase orders, delivery tickets, cost reports, payroll ledgers, telegrams, telexes, memoranda, notes, reports, bulletins, summaries, or other records of telephone or personal conversations, minutes or summaries of telephone or personal meetings and conferences, instructions, literature, work assignments, agreements, subcontracts, interoffice or intra office communications, electronic

mail, microfilm, notebooks, calendars, appointment books, circulars, pamphlets, projections, studies, estimates, charts, lists, tables, computer runs, tabulations, printouts, notices, books, checks, credit card vouchers, statements of account, receipts, invoices, graphs, photographs, photocopies, drafts, data sheets, data compilations, computer data compilations, statistics, worksheets, speeches or other writings, and tape recordings, and means the original, copy, or any non-identical copy or draft version, regardless of origin or location, which is within the scope of Rule 34 S.C. R. Civ. P.

B) "You" or "your" means, and the attorneys, representatives, and agents of same.

C) "Identify" or "identity" as used in these Requests in connection with any person or persons requires the following information for each person:

i) the person's full name;

ii) the person's last known business address and telephone number;

iii) the person's last known home address and telephone number;

iv) the person's last known employer; and

v) the person's last known title, position, or business.

D) "Identify" or "identity" as used in these Requests in connection with any tangible item or thing requires the following information for each:

i) a detailed description of the item or thing; and

ii) the present location of the item or thing.

E) "Describe" as used in these Requests in connection with any act, occurrence, omission, or series of acts, occurrences or omissions requires the following information:

i) the identity of each and every person involved in the act, occurrence, omission or series of acts, occurrences or omissions as provided in the definition of "identify;"

ii) the date or dates of each and every act, occurrence or omission;

iii) a brief description of the act, occurrence, omission, or series of acts, occurrences or omissions and the substance of any contact or communication in connection therewith; and

iv) a description of each and every document involved in the act, occurrence, omission or series of acts, occurrences or omissions.

F) "Specify" or "identify" as used in these Requests in connection with any document requires the following information for each document:

i) the title of the document with sufficient particularity to permit its identification;

ii) the name, position of employment or title and business address of each person who prepared or participated in the preparation of each document;

iii) the date on which each document was prepared;

iv) the identity of each person who received or obtained a copy of each document; and

v) if all copies of the document have been destroyed, identify the person or persons authorizing the destruction of the document and the date of the destruction of the document.

In lieu of specifying documents, may, at its option, attach such documents to the answers to these Requests.

G) "Relative to" or "related to" as used in these Requests shall be construed in its broadest sense to mean directly or indirectly describing, setting forth, referring to, concerning, addressing, alluding to, responding to, connected with, arising from, mentioning, commenting on, supporting, contradicting, summarizing, showing, describing, reflecting, analyzing, constituting, or in any way relevant to the specified subject, whether in whole or in part.

H) "Person" and "persons" as used in these Requests means any individual or natural person, firm, partnership,

corporation, committee, association, governmental body, agency or subdivision, political action group or any other organization or entity.

I) "Contact" or "communication" shall mean all modes of conveying meaning or information including, without limitation, telephone, telegraph, written or spoken language between two persons.

J) "Complaint" shall mean the complaint filed by the Plaintiff in this action.

K) "Answer" shall mean the answer filed by the Defendant(s) in this action.

L) "Pleadings" shall mean the Complaint, Answer, and all other Motions and Petitions filed by the parties in this action.

M) Irrespective of whether you consider a document privileged or subject to any claim of privilege, please provide the following information:

(a) Title or other means of identification of each document;

(b) The date of the document, if dated;

(c) A general description of the length and subject matter of the document;

(d) The name, address, telephone number, and employer of the author or person who created, prepared, compiled or otherwise authorized the documents;

(e) The name, address, and telephone number of the person or persons who have custody or control of the original and/or copy of each document;

(f) Any privilege claimed with respect to the document, the nature of such privilege, and each and every fact supporting the purported claim(s) of privilege.

N) The singular form of a word shall also be interpreted as its plural as would bring within the scope of these Discovery Requests and information that might otherwise be construed to be outside its scope.

O) The terms "and" as well as "or" shall be construed either conjunctively or disjunctively as would bring within the scope of these Discovery Requests and information that might otherwise be construed to be outside its scope.

INTERROGATORIES

1) Give the names and addresses of persons known to you or your counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2) Set forth a list of photographs, plats, sketches or other prepared documents in your or your counsel's possession or control that relate to your claims and defenses in the case.

3) List the names and addresses of any expert witnesses whom Defendant(s) proposes to use as a witness at the trial of the case.

4) For each person known to the Defendant(s) or Counsel for the Defendant(s) to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

5) Please identify the person(s) responding to these interrogatories and requests.

REQUEST FOR PRODUCTION OF DOCUMENTS

1) All documents identified in your Responses to the foregoing Interrogatories or the following Request for Admissions.

2) All statements in Defendant(s)'s possession whether written or oral, relating to the subject of this suit.

3) Copies of any documents relied upon by you in drafting your pleading and that you claim supports your claims and defenses and contradicts the assertions in the pleadings of PLAINTIFF.

4) Copies of all documents you or your counsel intend to present at trial or that you or your counsel rely upon in preparing for hearings or the trial of this case.

5) For each expert you have contacted, whether or not employed by you or your counsel, please produce for each:

A) A copy of such person's most recent curriculum vitae or resume outlining such person's address, phone number, current occupation, expertise, educational background, and such person's current and former employers for the past ten (10) years;

B) Any documents reviewed by such person related to this case;

C) Any reports or notes created or generated by such person;

D) Any documents that you, your counsel, or such person contends supports such person's position; and

E) Any documents that you, your counsel, or such person contends supports such person being qualified as an expert in this case.

Submitted this 10th day of December, 2013.

TRACE DILLON
Bar No. 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577 (Facsimile)

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston)

NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY) Case No.:2013CP107203

PLAINTIFF,

vs.)

GARY MCCOMBS)

RAGAN MCCOMBS ALBERT)

DEFENDANT(s).

FILED
2014 FEB 19 PM 3:00
JULIE J. ARMSTRONG
CLERK OF COURT
BY

AMENDED COMPLAINT
NEGLIGENCE

Comes now PLAINTIFF, NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, and for its Complaint states:

Jurisdiction and Venue

1. The PLAINTIFF, NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, (hereinafter "PLAINTIFF,") is a foreign corporation.
2. On information and belief, the Defendant(s), GARY MCCOMBS (hereinafter "Defendant(s)") is citizen and resident of the above named County, State of South Carolina, who resides at 1282 CHRISMILL LANE , MOUNT PLEASANT SC 29466.
3. On information and belief, the Defendant(s), RAGAN MCCOMBS ALBERT (hereinafter "Defendant(s)") is citizen and resident of the above named County, State of South Carolina, who resides at 1282 CHRISMILL LANE , MOUNT PLEASANT SC 29466.

Facts:

4. Defendant(s) ROBERT ALBERT AND REGAN MCCOMBS ALBERT owned a rental property.

5. Plaintiff's insured owned property directly below the Defendant(s) property.

6. Due to Defendants Negligence, Plaintiff insured's property was damaged from water coming form Defendant's property, on or about December 2011.

7. The total amount of the damage caused is $18,923.91 as evidenced in the attached photographs and documentation of estimated costs for repairs (Exhibit A, B and C). These document detail the address, date of loss, and other pertinent information in addition to the detailing the costs and details of the damage and repair the property.

8. Defendant(s) is not insured for this damage and has not provided payment for the cost of the damages.

Count One: Negligence

9. PLAINTIFF realleges the foregoing paragraphs as if fully set forth and is incorporated herein by reference.

10. Defendant has a duty, among other duties, to keep his unit in such a fashion that his plumbing and fixtures do not leak onto the unit below. Defendant has failed to maintain his property and has thus breach his duty to the below property owners.

11. Defendant(s) has negligently caused harm to Plaintiff as alleged above through his behavior or lack of behavior which caused water damage, and other damage to the Plaintiff's Insured's property.

12. Plaintiff has suffered damages due to Defendant's negligence as described above.

Wherefore, PLAINTIFF prays that it be granted judgment for the following amounts:

1) For Count One, Negligence, PLAINTIFF prays that it be granted $18,923.91 in principal, $5,144.46 in prejudgment interest from December 17, 2010 through January 24, 2014, court costs and post judgment interest at the legal rate.

This 18 day of February, 2014.

NATALIE POWERS or TRACE DILLON
Bar No. 80705 or 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577(Facsimile)

STATE OF SOUTH CAROLINA)
) IN THE COMMON PLEAS COURT
COUNTY OF Charleston)
)
NATIONWIDE PROPERTY &)
CASUALTYINSURANCE COMPANY) Case No.:2013CP107203
)
PLAINTIFF,
vs.)
) **CERTIFICATE OF SERVICE**
GARY MCCOMBS)
)
RAGAN MCCOMBS ALBERT)

DEFENDANT(s).

This is to certify that I have this day served the opposing party (through counsel if represented) with a copy of this Amended Complaint by depositing in the United States Mail with a copy of same in a properly addressed envelope with adequate postage to:

MCCULLOUGH KHAN, LLC
JAMIE KAHN
RAGAN MCCOMBS ALBERT
68 1/2 QUEEN STREET
CHARLESTON, SC 29401

This 19 day of February, 2014.

FILED
2014 FEB 19 PM 3:08
JULIE J. ARMSTRONG
CLERK OF COURT
BY

BY: Natalie Powers
NATALIE POWERS or TRACE DILLON
Bar No. 80705 or 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577(Facsimile)

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston	)	
NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY	)	Case No.: 2013CP107203
PLAINTIFF,	)	
vs.	)	PLAINTIFF's First Interrogatories and Requests for Production of Documents, DEFENDANT(s)
GARY MCCOMBS	)	
RAGAN MCCOMBS ALBERT	)	
DEFENDANT(s).	)	

Pursuant to S.C.R.C.P. 26, 33, 34, and 36, the following Requests are propounded by PLAINTIFF to be answered by Defendant(s) separately and fully in writing and under oath, and in accordance with the above-cited rules.

These Requests are addressed to the knowledge of Defendant(s) and the agents, representatives and attorneys of same. If the answer to the entire question is not known, so state and answer the part known. If an exact date is not known, state the closest approximate date.

These Requests are deemed continuing in nature and call for prompt supplemental production whenever Defendant(s) shall receive or discover information covered by the provisions of S.C.R.C.P. 26, including, inter alia, the ongoing duty of to supplement promptly the responses to these Requests should obtain information upon the basis of which Defendant(s) know(s) a prior response was incorrect

or incomplete when made, or that a response, thought correct and complete when made, is no longer true and complete. A failure to deny the attached Requests for Admission, within the time permitted by law, will be deemed an admission pursuant to S. C. R. Civ. P. 36.

INSTRUCTIONS AND DEFINITIONS

For the purposes of these Requests the following definitions and instructions shall apply:

A) For purposes of theses requests, **"document"** or **"documents"** is used in its broadest sense, and means all tangible items and all written, printed, typed, recorded, transcribed, punched, taped, or graphic matter of every type and description, however and by whomever prepared, produced, reproduced, disseminated, or made, including, but not limited to, writings, records, correspondence, communications, letters, diaries, diary entries, logs, log books, schedules, change orders, contracts, purchase orders, delivery tickets, cost reports, payroll ledgers, telegrams, telexes, memoranda, notes, reports, bulletins, summaries, or other records of telephone or personal conversations, minutes or summaries of telephone or personal meetings and conferences, instructions, literature, work assignments, agreements, subcontracts, interoffice or intra office communications, electronic mail, microfilm, notebooks, calendars, appointment books,

circulars, pamphlets, projections, studies, estimates, charts, lists, tables, computer runs, tabulations, printouts, notices, books, checks, credit card vouchers, statements of account, receipts, invoices, graphs, photographs, photocopies, drafts, data sheets, data compilations, computer data compilations, statistics, worksheets, speeches or other writings, and tape recordings, and means the original, copy, or any non-identical copy or draft version, regardless of origin or location, which is within the scope of Rule 34 S.C. R. Civ. P.

B) **"You"** or **"your"** means, and the attorneys, representatives, and agents of same.

C) **"Identify"** or **"identity"** as used in these Requests in connection with any person or persons requires the following information for each person:

i) the person's full name;

ii) the person's last known business address and telephone number;

iii) the person's last known home address and telephone number;

iv) the person's last known employer; and

v) the person's last known title, position, or business.

D) **"Identify"** or **"identity"** as used in these Requests in connection with any tangible item or thing requires the following information for each:

i) a detailed description of the item or thing; and

ii) the present location of the item or thing.

E) **"Describe"** as used in these Requests in connection with any act, occurrence, omission, or series of acts, occurrences or omissions requires the following information:

i) the identity of each and every person involved in the act, occurrence, omission or series of acts, occurrences or omissions as provided in the definition of "identify;"

ii) the date or dates of each and every act, occurrence or omission;

iii) a brief description of the act, occurrence, omission, or series of acts, occurrences or omissions and the substance of any contact or communication in connection therewith; and

iv) a description of each and every document involved in the act, occurrence, omission or series of acts, occurrences or omissions.

F) **"Specify"** or **"identify"** as used in these Requests in connection with any document requires the following information for each document:

i) the title of the document with sufficient particularity to permit its identification;

ii) the name, position of employment or title and business address of each person who prepared or participated in the preparation of each document;

iii) the date on which each document was prepared;

iv) the identity of each person who received or obtained a copy of each document; and

v) if all copies of the document have been destroyed, identify the person or persons authorizing the destruction of the document and the date of the destruction of the document.

In lieu of specifying documents, may, at its option, attach such documents to the answers to these Requests.

G) **"Relative to"** or **"related to"** as used in these Requests shall be construed in its broadest sense to mean directly or indirectly describing, setting forth, referring to, concerning, addressing, alluding to, responding to, connected with, arising from, mentioning, commenting on, supporting, contradicting, summarizing, showing, describing, reflecting, analyzing, constituting, or in any way relevant to the specified subject, whether in whole or in part.

H) **"Person"** and **"persons"** as used in these Requests means any individual or natural person, firm, partnership,

corporation, committee, association, governmental body, agency or subdivision, political action group or any other organization or entity.

I) **"Contact"** or **"communication"** shall mean all modes of conveying meaning or information including, without limitation, telephone, telegraph, written or spoken language between two persons.

J) **"Complaint"** shall mean the complaint filed by the Plaintiff in this action.

K) **"Answer"** shall mean the answer filed by the Defendant(s) in this action.

L) **"Pleadings"** shall mean the Complaint, Answer, and all other Motions and Petitions filed by the parties in this action.

M) Irrespective of whether you consider a document privileged or subject to any claim of privilege, please provide the following information:

(a) Title or other means of identification of each document;

(b) The date of the document, if dated;

(c) A general description of the length and subject matter of the document;

(d) The name, address, telephone number, and employer of the author or person who created, prepared, compiled or otherwise authorized the documents;

(e) The name, address, and telephone number of the person or persons who have custody or control of the original and/or copy of each document;

(f) Any privilege claimed with respect to the document, the nature of such privilege, and each and every fact supporting the purported claim(s) of privilege.

N) The singular form of a word shall also be interpreted as its plural as would bring within the scope of these Discovery Requests and information that might otherwise be construed to be outside its scope.

O) The terms "and" as well as "or" shall be construed either conjunctively or disjunctively as would bring within the scope of these Discovery Requests and information that might otherwise be construed to be outside its scope.

INTERROGATORIES

1) Give the names and addresses of persons known to you or your counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2) Set forth a list of photographs, plats, sketches or other prepared documents in your or your counsel's possession or control that relate to your claims and defenses in the case.

3) List the names and addresses of any expert witnesses whom Defendant(s) proposes to use as a witness at the trial of the case.

4) For each person known to the Defendant(s) or Counsel for the Defendant(s) to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

5) Please identify the person(s) responding to these interrogatories and requests.

REQUEST FOR PRODUCTION OF DOCUMENTS

1) All documents identified in your Responses to the foregoing Interrogatories or the following Request for Admissions.

2) All statements in Defendant(s)'s possession whether written or oral, relating to the subject of this suit.

3) Copies of any documents relied upon by you in drafting your pleading and that you claim supports your claims and defenses and contradicts the assertions in the pleadings of PLAINTIFF.

4) Copies of all documents you or your counsel intend to present at trial or that you or your counsel rely upon in preparing for hearings or the trial of this case.

5) For each expert you have contacted, whether or not employed by you or your counsel, please produce for each:

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston)

NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY) Case No.:2013CP107203

PLAINTIFF,

vs.)

GARY MCCOMBS)

RAGAN MCCOMBS ALBERT)

DEFENDANT(s).

FILED
2014 FEB 19 PM 3:00
JULIE J. ARMSTRONG
CLERK OF COURT
BY

AMENDED COMPLAINT
NEGLIGENCE

Comes now PLAINTIFF, NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, and for its Complaint states:

Jurisdiction and Venue

1. The PLAINTIFF, NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, (hereinafter "PLAINTIFF,") is a foreign corporation.
2. On information and belief, the Defendant(s), GARY MCCOMBS (hereinafter "Defendant(s)") is citizen and resident of the above named County, State of South Carolina, who resides at 1282 CHRISMILL LANE , MOUNT PLEASANT SC 29466.
3. On information and belief, the Defendant(s), RAGAN MCCOMBS ALBERT (hereinafter "Defendant(s)") is citizen and resident of the above named County, State of South Carolina, who resides at 1282 CHRISMILL LANE , MOUNT PLEASANT SC 29466.

Facts:

4. Defendant(s) ROBERT ALBERT AND REGAN MCCOMBS ALBERT owned a rental property.

5. Plaintiff's insured owned property directly below the Defendant(s) property.

6. Due to Defendants Negligence, Plaintiff insured's property was damaged from water coming form Defendant's property, on or about December 2011.

7. The total amount of the damage caused is $18,923.91 as evidenced in the attached photographs and documentation of estimated costs for repairs (Exhibit A, B and C). These document detail the address, date of loss, and other pertinent information in addition to the detailing the costs and details of the damage and repair the property.

8. Defendant(s) is not insured for this damage and has not provided payment for the cost of the damages.

Count One: Negligence

9. PLAINTIFF realleges the foregoing paragraphs as if fully set forth and is incorporated herein by reference.

10. Defendant has a duty, among other duties, to keep his unit in such a fashion that his plumbing and fixtures do not leak onto the unit below. Defendant has failed to maintain his property and has thus breach his duty to the below property owners.

11. Defendant(s) has negligently caused harm to Plaintiff as alleged above through his behavior or lack of behavior which caused water damage, and other damage to the Plaintiff's Insured's property.

12. Plaintiff has suffered damages due to Defendant's negligence as described above.

Wherefore, PLAINTIFF prays that it be granted judgment for the following amounts:

1) For Count One, Negligence, PLAINTIFF prays that it be granted $18,923.91 in principal, $5,144.46 in prejudgment interest from December 17, 2010 through January 24, 2014, court costs and post judgment interest at the legal rate.

This 18 day of February, 2014.

NATALIE POWERS or TRACE DILLON
Bar No. 80705 or 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577(Facsimile)

STATE OF SOUTH CAROLINA)
) IN THE COMMON PLEAS COURT
COUNTY OF Charleston)
NATIONWIDE PROPERTY &)
CASUALTYINSURANCE COMPANY) Case No.:2013CP107203
)
PLAINTIFF,
vs.)
) **CERTIFICATE OF SERVICE**
GARY MCCOMBS)
)
RAGAN MCCOMBS ALBERT)

DEFENDANT(s).

This is to certify that I have this day served the opposing party (through counsel if represented) with a copy of this Amended Complaint by depositing in the United States Mail with a copy of same in a properly addressed envelope with adequate postage to:

MCCULLOUGH KHAN, LLC
JAMIE KAHN
RAGAN MCCOMBS ALBERT
68 1/2 QUEEN STREET
CHARLESTON, SC 29401

This 18 day of February, 2014.

BY: Natalie Powers

NATALIE POWERS or TRACE DILLON
Bar No. 80705 or 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577(Facsimile)

FILED
2014 FEB 19 PM 3:00
JULIE J. ARMSTRONG
CLERK OF COURT
BY

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston	)	
NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY	)	Case No.: 2013CP107203
PLAINTIFF,	)	
vs.	)	PLAINTIFF's First Interrogatories and Requests for Production of Documents, DEFENDANT(s)
GARY MCCOMBS	)	
RAGAN MCCOMBS ALBERT	)	
DEFENDANT(s).		

Pursuant to S.C.R.C.P. 26, 33, 34, and 36, the following Requests are propounded by PLAINTIFF to be answered by Defendant(s) separately and fully in writing and under oath, and in accordance with the above-cited rules.

These Requests are addressed to the knowledge of Defendant(s) and the agents, representatives and attorneys of same. If the answer to the entire question is not known, so state and answer the part known. If an exact date is not known, state the closest approximate date.

These Requests are deemed continuing in nature and call for prompt supplemental production whenever Defendant(s) shall receive or discover information covered by the provisions of S.C.R.C.P. 26, including, inter alia, the ongoing duty of to supplement promptly the responses to these Requests should obtain information upon the basis of which Defendant(s) know(s) a prior response was incorrect

or incomplete when made, or that a response, thought correct and complete when made, is no longer true and complete. A failure to deny the attached Requests for Admission, within the time permitted by law, will be deemed an admission pursuant to S. C. R. Civ. P. 36.

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circulars, pamphlets, projections, studies, estimates, charts, lists, tables, computer runs, tabulations, printouts, notices, books, checks, credit card vouchers, statements of account, receipts, invoices, graphs, photographs, photocopies, drafts, data sheets, data compilations, computer data compilations, statistics, worksheets, speeches or other writings, and tape recordings, and means the original, copy, or any non-identical copy or draft version, regardless of origin or location, which is within the scope of Rule 34 S.C. R. Civ. P.

B) **"You"** or **"your"** means, and the attorneys, representatives, and agents of same.

C) **"Identify"** or **"identity"** as used in these Requests in connection with any person or persons requires the following information for each person:

i) the person's full name;

ii) the person's last known business address and telephone number;

iii) the person's last known home address and telephone number;

iv) the person's last known employer; and

v) the person's last known title, position, or business.

D) **"Identify"** or **"identity"** as used in these Requests in connection with any tangible item or thing requires the following information for each:

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ii) the date or dates of each and every act, occurrence or omission;

iii) a brief description of the act, occurrence, omission, or series of acts, occurrences or omissions and the substance of any contact or communication in connection therewith; and

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F) **"Specify"** or **"identify"** as used in these Requests in connection with any document requires the following information for each document:

i) the title of the document with sufficient particularity to permit its identification;

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K) **"Answer"** shall mean the answer filed by the Defendant(s) in this action.

L) **"Pleadings"** shall mean the Complaint, Answer, and all other Motions and Petitions filed by the parties in this action.

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N) The singular form of a word shall also be interpreted as its plural as would bring within the scope of these Discovery Requests and information that might otherwise be construed to be outside its scope.

O) The terms "and" as well as "or" shall be construed either conjunctively or disjunctively as would bring within the scope of these Discovery Requests and information that might otherwise be construed to be outside its scope.

INTERROGATORIES

1) Give the names and addresses of persons known to you or your counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

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5) Please identify the person(s) responding to these interrogatories and requests.

REQUEST FOR PRODUCTION OF DOCUMENTS

1) All documents identified in your Responses to the foregoing Interrogatories or the following Request for Admissions.

2) All statements in Defendant(s)'s possession whether written or oral, relating to the subject of this suit.

3) Copies of any documents relied upon by you in drafting your pleading and that you claim supports your claims and defenses and contradicts the assertions in the pleadings of PLAINTIFF.

4) Copies of all documents you or your counsel intend to present at trial or that you or your counsel rely upon in preparing for hearings or the trial of this case.

5) For each expert you have contacted, whether or not employed by you or your counsel, please produce for each:

A) A copy of such person's most recent curriculum vitae or resume outlining such person's address, phone number, current occupation, expertise, educational background, and such person's current and former employers for the past ten (10) years;

B) Any documents reviewed by such person related to this case;

C) Any reports or notes created or generated by such person;

D) Any documents that you, your counsel, or such person contends supports such person's position; and

E) Any documents that you, your counsel, or such person contends supports such person being qualified as an expert in this case.

Submitted this _____ day of _____, 20____.

_____
NATALIE POWERS or TRACE DILLON
Bar No. 80705 or 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577(Facsimile)

KAUFMANN RENOVATIONS llc

1465 PINE ISLAND VIEW
MT.PLEASANT S.C 29464
(843) 568-1650 Fax (843) 856-7310
dave kaufmann@gmail

Estimate Cost Report by Area

Customer Information		Project Information	
Cris Thronley	Cust# 790	Proj Name Water damage	Project# 1136
1515 Cambridge Lakes	Home (843) 469-7854	Proj Type Home Owner	Contact # (843) 568-1650
Mt Pleasant, SC 29464	Mobile (843) 270-3327	Dave Kaufmann	
Nationwide Ins Co.			

Estimate Information Date Tuesday, December 28, 2010

Terms: No Money Down, payment due in full upon completion, Unless other arrangements are made

Description	QTY	U/M	Material	Labor	Subcontract	Equipment	Cost
Finish Carpentry							
Supply & Install Baseboard / partial	16	LF	1 00	1 50	0 00	0 00	40.00
Int Painting							
Cover & Protect	135.63	Sf	0 09	0 07	0.00	0.00	21.70
Paint Base Mld	40	LF	0 20	0 65	0.00	0.00	34.00
Paint Wall(S)	377	SF	0 15	0 45	0 00	0 00	226.20
Prime Wall(S) / partial	100	SF	0 10	0 20	0 00	0 00	30.00
Walls, Drywall							
Spray Knockdown wall texture, blending into existing.	100	Sf	0 20	0 85	0 00	0 00	105 00
Area Sub Total (Excludes all Markups)			**122.76**	**568.25**	**1,331.65**	**0.00**	**2,022.65**
Bed #1 cl 6x2x9 :							
Carper & Pad							
Carpet, remove	1 33	Sy	0 00	1.50	0.00	0.00	2 00
Supply & Install Carpeting & Pad LKQ	1.33	SY	0 00	0.00	39 55	0 00	52 60
Remove & Reset Contents	1.5	LS	0 00	25 00	0.00	0 00	37 50
Ceiling, Drywall							
Wall / Drywall Labor Hours, due to trim being removed	3	HR	0 00	58 00	0 00	0 00	174.00
Finish Carpentry							
Supply & Install Baseboard	12	LF	1.00	1 50	0 00	0 00	30 00
Int Painting							
Paint Base Mld	12	LF	0 20	0 65	0 00	0 00	10.20
Paint Wall(S)	109	SF	0 15	0 45	0 00	0.00	65 40
Walls, Drywall							
Spray knockdown wall texture, blending into existing	30	Sf	0 20	0.85	0.00	0 00	31 50
Area Sub Total (Excludes all Markups)			**36.75**	**313.65**	**52.60**	**0.00**	**403.20**

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dave.kaufmann@gmail

Estimate Cost Report by Area

Customer Information		Project Information	
Cris Thronley	Cust# 790	Proj Name Water damage	Project# 1136
1515 Cambridge Lakes	Home (843) 469-7854	Proj Type Home Owner	Contact # (843) 568-1650
Mt Pleasant, SC 29464	Mobile (843) 270-3327	Dave Kaufmann	
Nationwide Ins Co			

Estimate Information Date Tuesday, December 28, 2010

Terms: No Money Down, payment due in full upon completion, Unless other arrangements are made

Description	QTY	U/M	Material	Labor	Subcontract	Equipment	Cost
Misc. :							
Cabinets							
Cabinet Repair, Kitchen humidity caused cabinet to separate from wall	1	LS	0.00	150 00	0 00	0.00	150 00
Demolition							
Hauling & Debris Removal	2	LS	0 00	125 00	0 00	0 00	250 00
Electrical							
Remove & Reset Fixtures / over head light in utility room.	1	EA	18 00	35 00	0.00	0.00	53.00
Misc.							
Shipping of carpet to / keep renter in as soon as possible	1	Ea	0 00	0 00	120 00	0 00	120 00
Area Sub Total (Excludes all Markups)			**18 00**	**435.00**	**120.00**	**0.00**	**573.00**
Master Bedroom :							
Content Manipulation							
Content manipulation, hourly	2 5	Hr	0.00	26.00	0 00	0 00	65 00
Floor Covering							
Remove existing carpet & pad	23 5	Sy	0 00	1 50	0 00	0 00	35 25
Supply & install Carpeting & Pad LKQ	23 5	Sy	0 00	0 00	39 55	0 00	929 43
Area Sub Total (Excludes all Markups)			**0.00**	**100.25**	**929.43**	**0.00**	**1,029.68**
Phase Sub Total (Excludes all Markups)			**1,084.34**	**4,847.19**	**4,923.74**	**0.00**	**10,855.28**

KAUFMANN RENOVATIONS llc

1465 PINE ISLAND VIEW
MT PLEASANT S C 29464
(843) 568-1650 Fax.(843) 856-7310
dave.kaufmann@gmail

Estimate Cost Report by Area

Customer Information		Project Information	
Cris Thronley	**Cust#** 790	**Proj Name** Water damage	**Project#** 1136
1515 Cambridge Lakes	**Home** (843) 469-7854	**Proj Type** Home Owner	**Contact #** (843) 568-1650
Mt Pleasant, SC 29464	**Mobile** (843) 270-3327	Dave Kaufmann	
Nationwide Ins Co			

Estimate Information **Date** Tuesday, December 28, 2010

Terms: No Money Down, payment due in full upon completion, Unless other arrangements are made

Description	QTY	U/M	Material	Labor	Subcontract	Equipment	Cost
Cost Summary (Excludes all Markups)			1,084.34	4,847.19	4,923.74	0.00	$10,855.28
Profit & Overhead Summary			220.89	961.40	984.75	0.00	$2,167.04
						Tax	$97.89
						TOTAL	$13,120.21

BOSS DISASTER RESTORATION

P.O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

Insured.	Thornley, Allison	Home.	(843) 270-3327
Property:	1515 Cambridge Lakes Mt. Pleasant, SC 29464	Cellular	(843) 469-7854
Claim Rep.	Joe Miano	Business.	(843) 412-3797
Company:	Nationwide	Fax	(866) 563-8956
		E-mail:	mianoj@nationwide.com
Estimator:	Boss Disaster Restoration	Business:	(843) 884-2677

Claim Number: 0 **Policy Number:** 0 **Type of Loss:** Water Damage

Date Contacted	12/17/2010		
Date of Loss:	12/17/2010	Date Received:	12/17/2010 3:30 PM
Date Inspected	12/17/2010	Date Entered:	1/10/2011 11 54 AM
Date Est. Completed:	1/10/2011 12 34 PM		
Price List:	SCCH7X_JAN11 Restoration/Service/Remodel		
Estimate:	2011-01-10-1154		

Water came from unit above

BOSS DISASTER RESTORATION

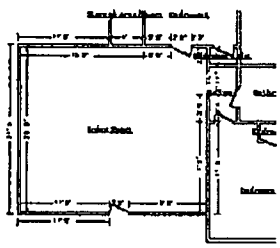
P O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

2011-01-10-1154

Main Level

Main Level

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
31. Equipment setup, take down, and monitoring (hourly charge) - set-up @ 1 - Monitoring 12-20, 12-21, 12-22 @ 5 ea (includes drive time) Takedown 12-23-10 @ 1 (includes drive time)	3.50 HR	0 00	37.40	130 90
32 Equip. setup, take down & monitoring - after hrs - monitoring 12-18, 12-19 @ .5 ea. (includes drive time)	1 00 HR	0.00	56 16	56.16
33. Haul debris - per pickup truck load - including dump fees	1.00 EA	87.12	0 00	87.12
34 Content Manipulation charge - per hour - 2 men @ 1 ea. to facilitate removing pad	2.00 HR	0.00	26 47	52 94
Total. Main Level				327.12



Living Room **Height: 9'**

778 56 SF Walls	489.35 SF Ceiling
1,267.91 SF Walls & Ceiling	489.35 SF Floor
54 37 SY Flooring	85.75 LF Floor Perimeter
88.67 LF Ceil. Perimeter	

Missing Wall: 1 - 2' 11" X 6' 8" **Opens into HALL** **Goes to Floor**

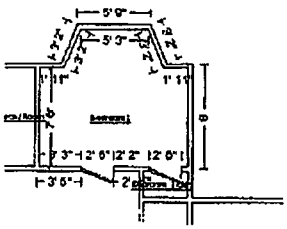
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
6. Water extraction from floor - Weight-assisted	184.00 SF	0.00	0.85	156.40
4 Tear out trim/base and bag for disposal	20.00 LF	0 62	0.00	12.40
3 Tear out wet carpet pad and bag for disposal - 23x8 -	184.00 SF	0.34	0.00	62.56
28. Lift carpet for drying	184 00 SF	0.00	0.27	49.68
1. Dehumidifier (per 24 hour period) - XLarge - No monitoring - 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0 00	101.25	506.25
2. Air mover (per 24 hour period) - No monitoring - 4 installed 12-17 thru 12-23-10 - billed 5 days	20.00 EA	0.00	27.16	543 20

BOSS DISASTER RESTORATION

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CONTINUED - Living Room

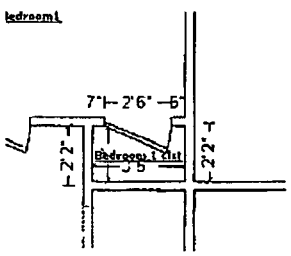
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals. Living Room				1,330.49



Bedroom1 **Height: 9'**

377.08 SF Walls	105.17 SF Ceiling
482 25 SF Walls & Ceiling	105.17 SF Floor
11.69 SY Flooring	41.90 LF Floor Perimeter
41 90 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5. Water extraction from floor - Weight-assisted	105 17 SF	0.00	0.85	89.39
7 Tear out wet carpet pad and bag for disposal	105 17 SF	0.34	0 00	35.76
27. Lift carpet for drying	105.17 SF	0.00	0.27	28.40
8. Tear out trim/base and bag for disposal	41.90 LF	0.62	0.00	25.98
21 Air mover (per 24 hour period) - No monitoring - 4 installed 12-17 thru 12-23-10 - billed for 5 days	20 00 EA	0 00	27.16	543.20
25 Dehumidifier (per 24 hour period) - XLarge - No monitoring - 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0.00	101.25	506.25
Totals: Bedroom1				1,228.98



Bedroom 1 clst **Height: 9'**

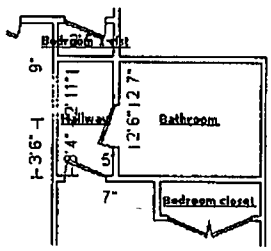
97.50 SF Walls	6.83 SF Ceiling
104.33 SF Walls & Ceiling	6.83 SF Floor
0 76 SY Flooring	10 83 LF Floor Perimeter
10 83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL

P O. Box 731
Isle of Palms SC 29451
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Fax 843-884-0677
Tax ID 57-1048595

CONTINUED - Bedroom 1 clst

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
9 Water extraction from floor - Weight-assisted	6.83 SF	0.00	0.85	5.81
10. Tear out wet carpet pad and bag for disposal	6 83 SF	0.34	0.00	2 32
20. Tear out trim/base and bag for disposal	10.83 LF	0.62	0.00	6.71
Totals: Bedroom 1 clst				14.84

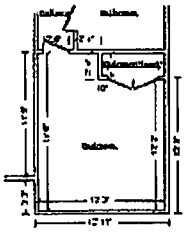


Hallway **Height: 9'**

165.06 SF Walls	23.35 SF Ceiling
188 40 SF Walls & Ceiling	23.35 SF Floor
2 59 SY Flooring	17.58 LF Floor Perimeter
20 50 LF Ceil. Perimeter	

Missing Wall: **1 - 2' 11" X 6' 8"** **Opens into LIVING** **Goes to Floor**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11. Water extraction from floor - Weight-assisted	23 35 SF	0.00	0 85	19 85
29. Lift carpet for drying	23.35 SF	0.00	0.27	6.30
12 Tear out wet carpet pad and bag for disposal	23.35 SF	0.34	0.00	7.94
19 Tear out trim/base and bag for disposal	17.58 LF	0.62	0.00	10.90
23. Air mover (per 24 hour period) - No monitoring - 1 installed 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0 00	27.16	135.80
Totals: Hallway				180.79

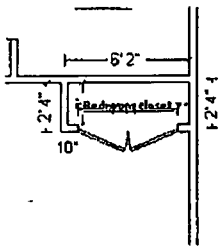


Bedroom **Height: 9'**

481.50 SF Walls	162.85 SF Ceiling
644.35 SF Walls & Ceiling	162.85 SF Floor
18.09 SY Flooring	53.50 LF Floor Perimeter
53.50 LF Ceil Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
13 Water extraction from floor - Weight-assisted	90.00 SF	0.00	0.85	76.50
14 Tear out wet carpet pad and bag for disposal	90.00 SF	0.34	0.00	30.60
30 Lift carpet for drying	90.00 SF	0.00	0.27	24.30
18. Tear out trim/base and bag for disposal	15.00 LF	0.62	0.00	9.30
22 Air mover (per 24 hour period) - No monitoring - 4 installed 12-18 thru 12-23-10 - billed 5 days	20.00 EA	0.00	27.16	543.20
26. Dehumidifier (per 24 hour period) - XLarge - No monitoring - 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0.00	101.25	506.25

Totals: Bedroom 1,190.15



Bedroom closet **Height: 9'**

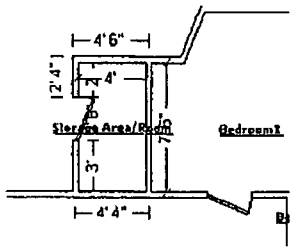
144.00 SF Walls	12.00 SF Ceiling
156.00 SF Walls & Ceiling	12.00 SF Floor
1.33 SY Flooring	16.00 LF Floor Perimeter
16.00 LF Ceil Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15. Water extraction from floor - Weight-assisted	12.00 SF	0.00	0.85	10.20
16 Tear out wet carpet pad and bag for disposal	12.00 SF	0.34	0.00	4.08
17 Tear out trim/base and bag for disposal	16.00 LF	0.62	0.00	9.92

Totals: Bedroom closet 24.20

BOSS DISASTER RESTORATION

P O. Box 731
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Fax 843-884-0677
Tax ID 57-1048595



Storage Area/Room **Height: 9'**

207.00	SF Walls	30.00	SF Ceiling
237 00	SF Walls & Ceiling	30 00	SF Floor
3 33	SY Flooring	23.00	LF Floor Perimeter
23.00	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
24. Dehumidifier (per 24 hour period) - Large - No monitoring - 1 installed 12-17 thru 12-27 - billed 5 days	5.00 EA	0 00	71.00	355 00
Totals Storage Area/Room				355.00
Total. Main Level				4,651 57
Line Item Totals: 2011-01-10-1154				**4,651.57**

Grand Total Areas:

2,526 69	SF Walls	887.63	SF Ceiling	3,414 32	SF Walls and Ceiling
887.63	SF Floor	98.63	SY Flooring	279.23	LF Floor Perimeter
0 00	SF Long Wall	0 00	SF Short Wall	285.06	LF Ceil. Perimeter
887.63	Floor Area	959.68	Total Area	2,526.69	Interior Wall Area
1,425.64	Exterior Wall Area	142.56	Exterior Perimeter of Walls		
0 00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0 00	Total Ridge Length	0.00	Total Hip Length		

BOSS DISASTER RESTORATION

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Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

Summary for Dwelling

Line Item Total				4,651 57
Material Sales Tax	@	7.500% x	28 42	2 13
Replacement Cost Value				**$4,653.70**
Net Claim				**$4,653.70**

Boss Disaster Restoration

BOSS DISASTER RESTORATION

P.O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
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Tax ID 57-1048595

Recap by Room

Estimate: 2011-01-10-1154

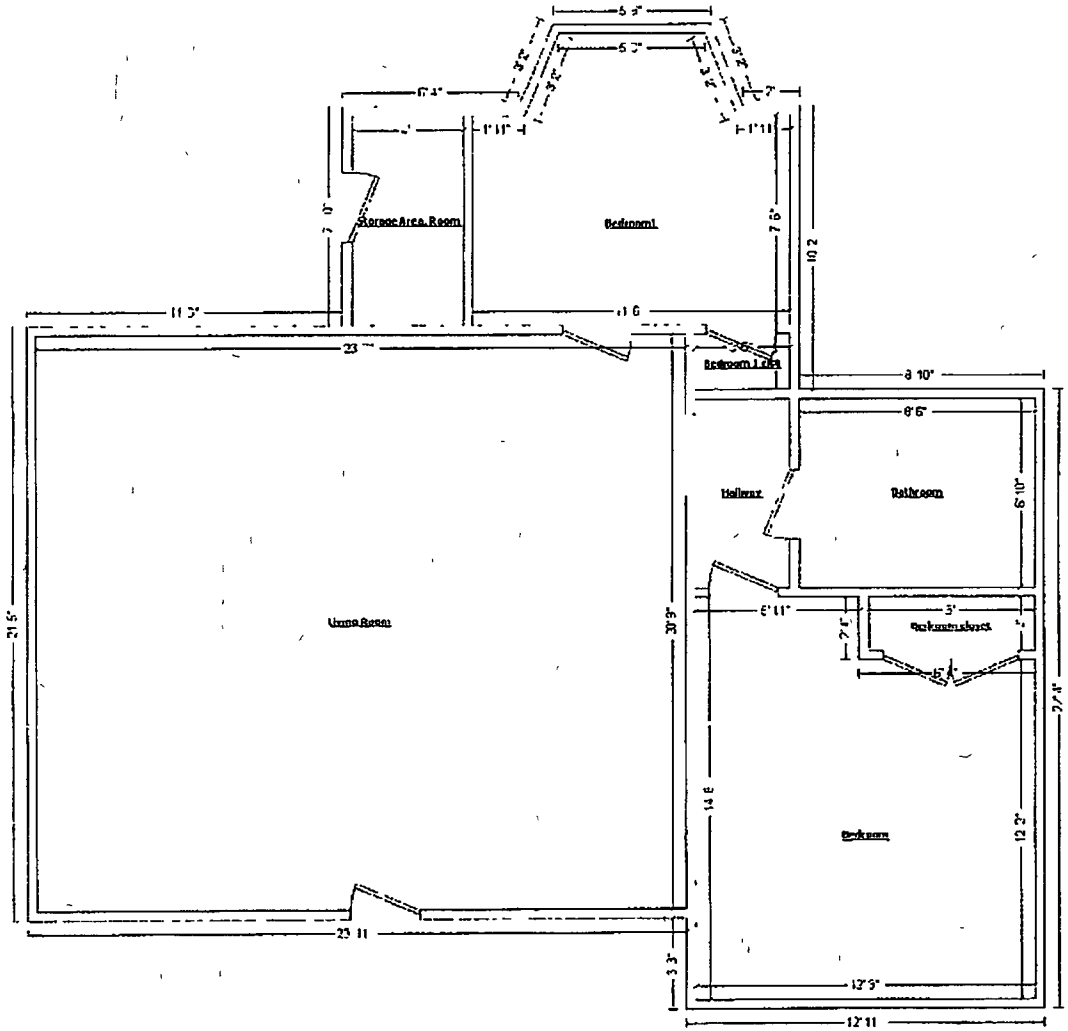
Area:	Main Level	327.12	7.03%
	Living Room	1,330.49	28.60%
	Bedroom1	1,228.98	26.42%
	Bedroom 1 clst	14.84	0.32%
	Hallway	180.79	3.89%
	Bedroom	1,190.15	25.59%
	Bedroom closet	24.20	0.52%
	Storage Area/Room	355.00	7.63%
	Area Subtotal: Main Level	4,651.57	100.00%
Subtotal of Areas		4,651.57	100.00%
Total		4,651.57	100.00%

BOSS DISASTER RESTORATION

P O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

Recap by Category

Items			Total	%
CONTENT MANIPULATION			52.94	1.14%
GENERAL DEMOLITION			305.59	6.57%
WATER EXTRACTION & REMEDIATION			4,293.04	92.25%
Subtotal			4,651.57	99.95%
Material Sales Tax	@	7.500%	2.13	0.05%
Total			4,653.70	100.00%


Storage Area, Room
Bedroom1
Bedroom 1 Closet
Hallway
Bathroom
Living Room
Bedroom
11' 5"
23'
11' 6"
3' 6"
8' 10"
8' 6"
6' 10"
21' 5"
30' 9"
23' 11"
14' 6"
12' 2"
12' 9"
12' 11"
10' 2"
7' 6"
7' 10"
6' 11"
3'
7' 5"
5' 4"
3' 3"

Main Level

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

Insured.	ALISON THORNLEY	Home:	(843) 270-3327
Property	1515 CAMBRIDGE LAKES DR MT PLEASAN, SC 29464	Business.	() -
		Other.	(843) 270-3327
Home:	1209 BRIDGEPORT DR MT PLEASANT, SC 29466-7451		

Claim Rep.:	Joe Miano	Business.	(843) 412-3797
Business:	ONE NATIONWIDE GATEWAY DEPT 5582 DES MOINES, IA 50391-5582	Fax	(866) 563-8956

Estimator:	Joe Miano	Business:	(843) 412-3797
Business:	ONE NATIONWIDE GATEWAY DEPT 5582 DES MOINES, IA 50391-5582		

Claim Number: 6139901626UO10121701 **Policy Number:** 901626 **Type of Loss:** WATER DAMAGE NON WEATHER RELATED

Date Contacted:	12/17/2010		
Date of Loss:	12/17/2010	Date Received.	12/17/2010
Date Inspected	12/17/2010	Date Entered:	12/21/2010 12.06 PM
Date Est. Completed:	1/10/2011 3:57 PM		

Price List	SCCH7X_DEC10 Restoration/Service/Remodel
Estimate:	ALISON_THORNLEY

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

Dear Valued Customer,

Please refer to the enclosed itemized estimate. This estimate contains our valuation of the damages for the reported loss and was prepared using reasonable and customary prices for your geographic area. If this document contains estimated structural repairs and you choose to hire a contractor, please provide this estimate to them.

If any hidden, or additional damage, and/or damaged items, are discovered, please contact me or have your contractor or vendor contact me immediately. Coverage for the hidden or additional damages and/or damaged items, would need to be determined, and may require an inspection/re-inspection, before any supplemental payment would be authorized. Please do not destroy, or discard any of the hidden, or additional damages, and/or damaged items, until we have had an opportunity to review the hidden or additional damages and/or damaged items, and have reached an agreement with you on any supplemental cost.

If you, your contractor, or vendor determine that there are additional building fees and/or permits associated with the estimated repairs, that may not be included in this estimate, please contact me immediately so that I may review and make a determination as to the appropriate payment.

If a mortgage company is included on your claim payment check, please contact the mortgage company to discuss how to handle the proceeds of this payment.

Thank you for allowing Nationwide Mutual Insurance Company to serve your insurance needs. Please contact me at the numbers listed above if you have any questions regarding this estimate or any other matter pertaining to your claim.

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

ALISON_THORNLEY

ALISON_THORNLEY

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Floor Covering - Carpet (Bid Item)	1.00 EA	0.00	10,620 83	10,620 83

See attached approved itemized contractor estimate to repair water damage to the condo interior. Includes breakdown for labor, materials & tax. Vendor total is $13,120 21 including O&P.

Condo is 11 years old condition very good. Damaged interior trim portion being replaced is $345.75 and is depreciated 11% or $38 03.

Interior paint was new in preparation for new tenant who recently moved in, so no paint depreciation. Only damaged portions repainted or tetextured.

Carpet is age 1 1/2 years old condition very good quality above average. It is being replaced w/ the same carpet from the same original vendor to match existing The carpet portion is $3.551.60 with 10% depreciation of 355.16 taken based on quality, age and condition.

Total: ALISON_THORNLEY	10.620.83

ALE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
2. LOSS OF RENT	1.00 MO	0.00	1,150.00	1,150.00

Agreed allowance of 1 month lost rent being paid under loss of use coverage. Owners actually lost the entire month of rent during the mitigation and repairs.

Totals: ALE	1,150.00
Line Item Totals: ALISON_THORNLEY	**11,770.83**

Nationwide Mutual Insurance Company

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One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

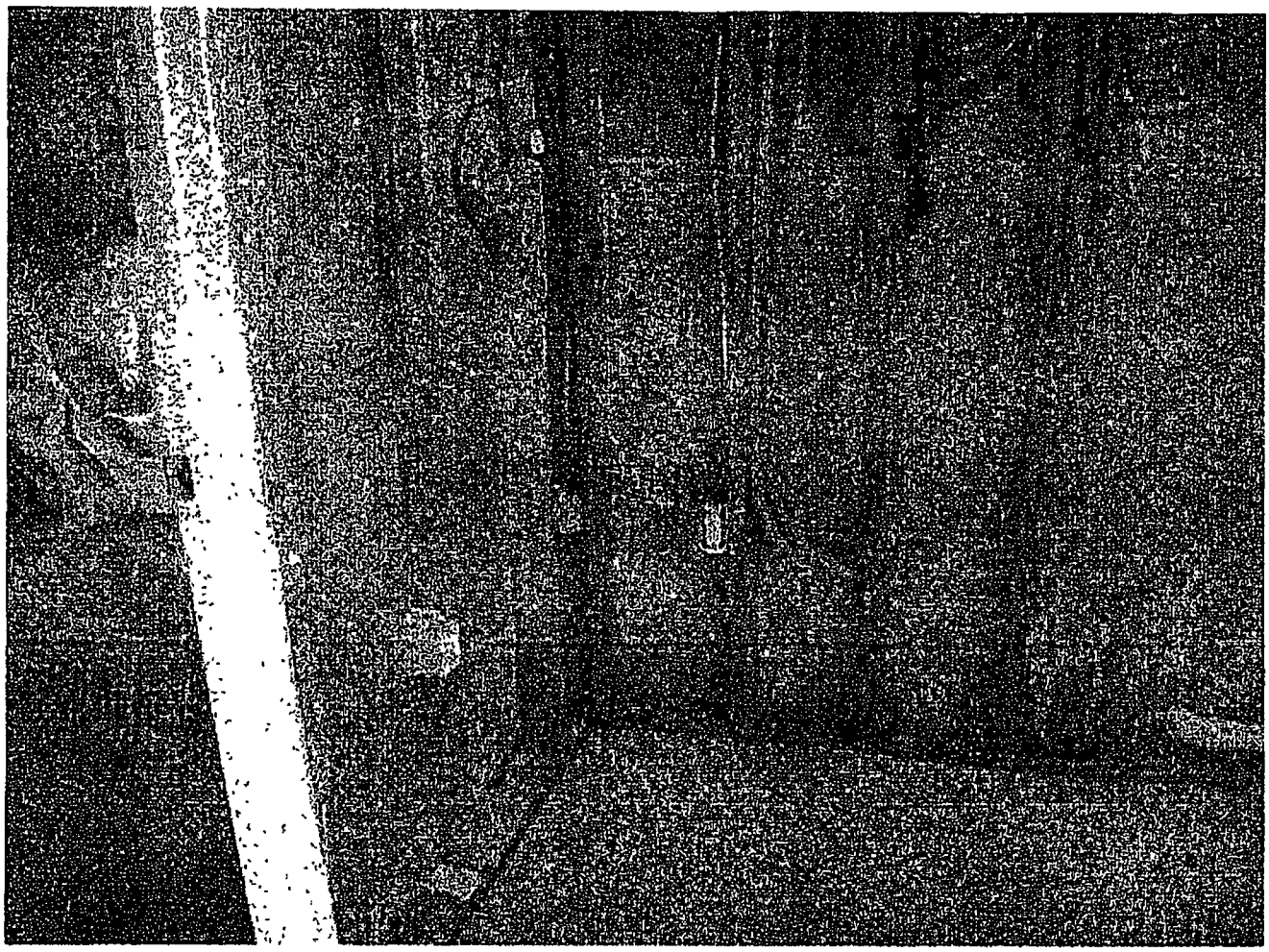
Summary for Dwelling

Line Item Total				11,770.83
Material Sales Tax	@	7.500% x	4,169.00	312.68
Subtotal				12,083.51
Overhead	@	10.0% x	10,933.51	1,093.35
Profit	@	10.0% x	10,933.51	1,093.35
Replacement Cost Value				**$14,270.21**
Less Depreciation				(404.77)
Actual Cash Value				**$13,865.44**
Less Deductible				(1,000.00)
Net Claim				**$12,865.44**
Total Recoverable Depreciation				404.77
Net Claim if Depreciation is Recovered				**$13,270.21**

Joe Miano

Nationwide Mutual Insurance Company

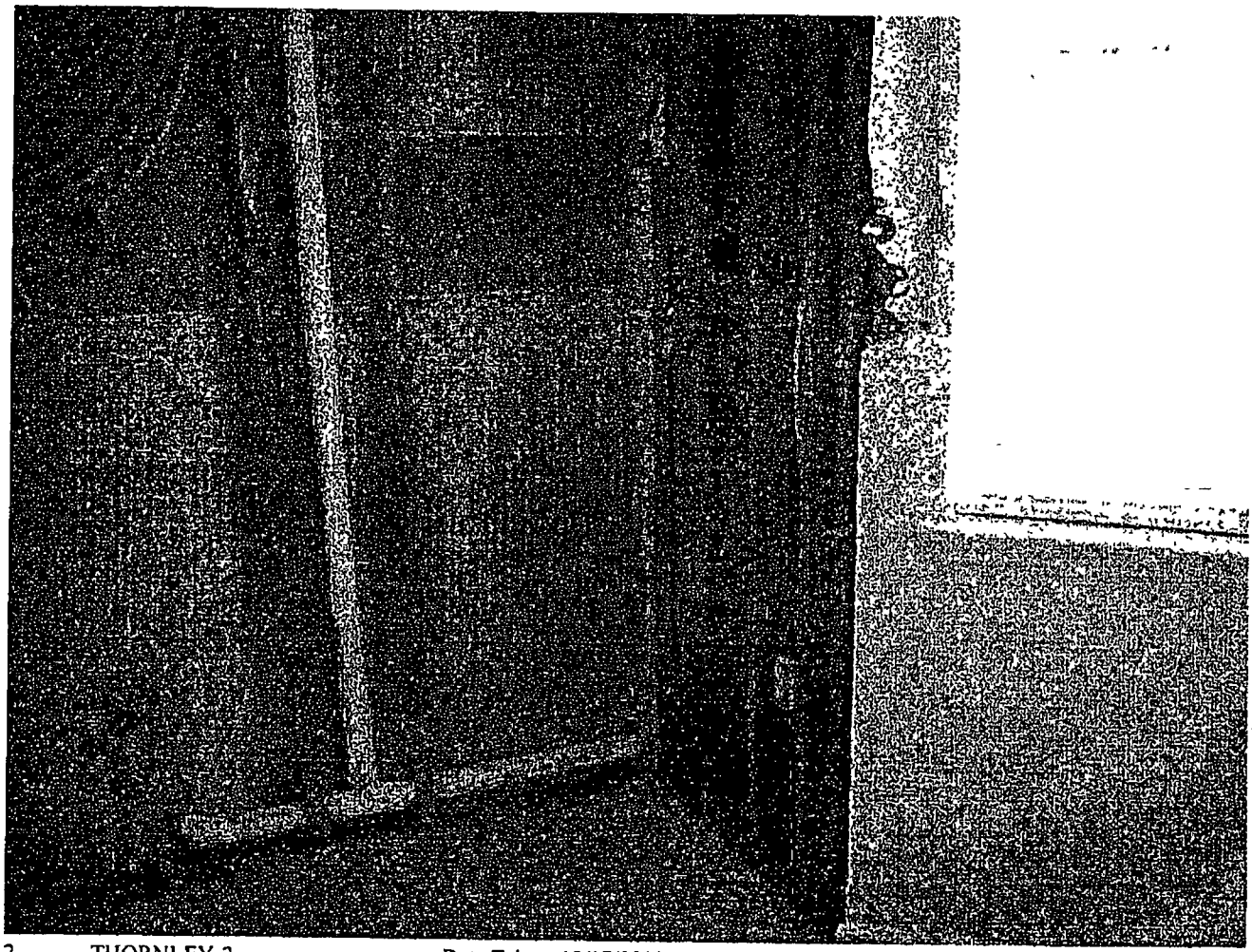
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1 THORNLEY-1 Date Taken: 12/17/2010 Taken By: Joe Miano

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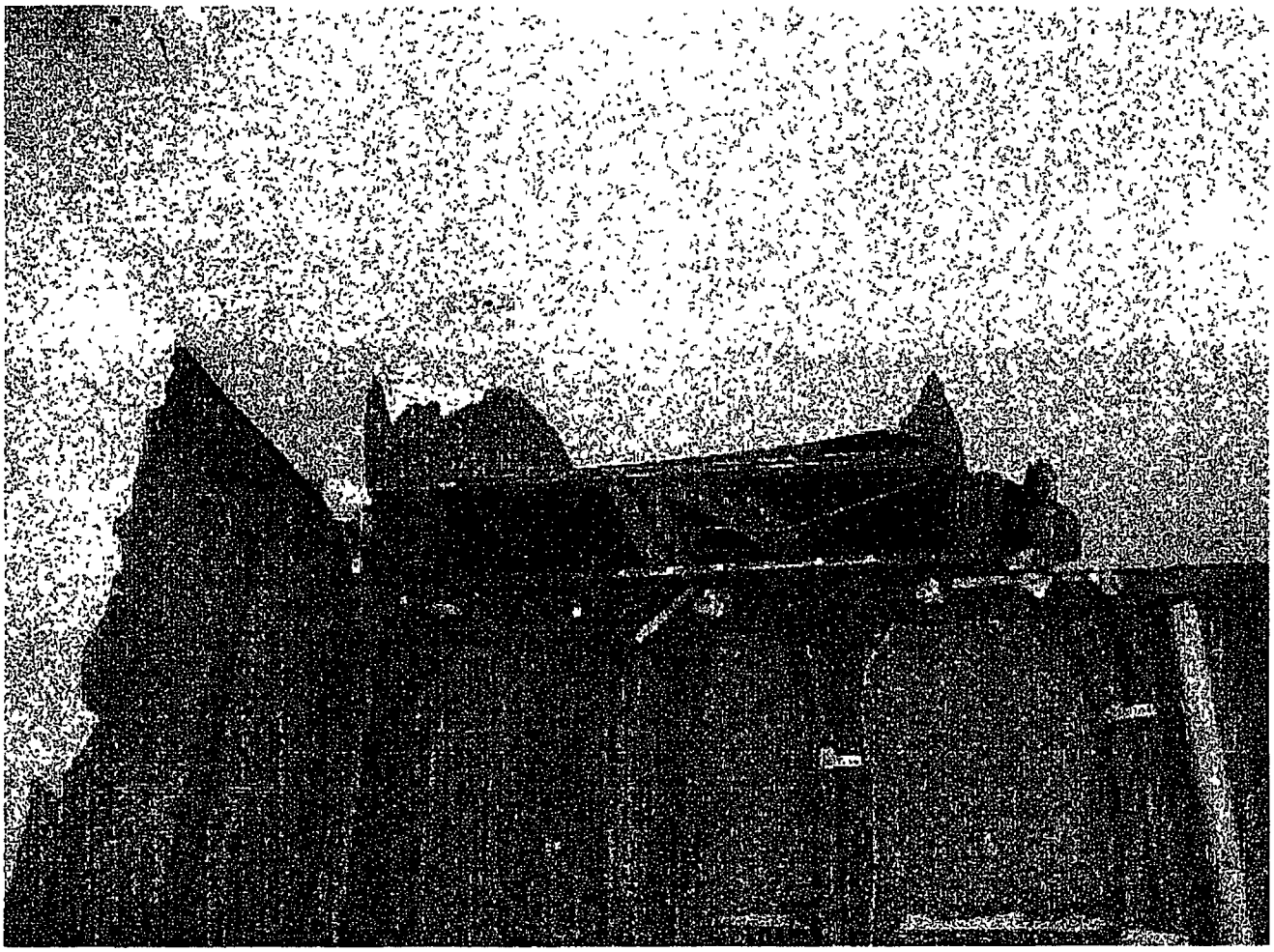
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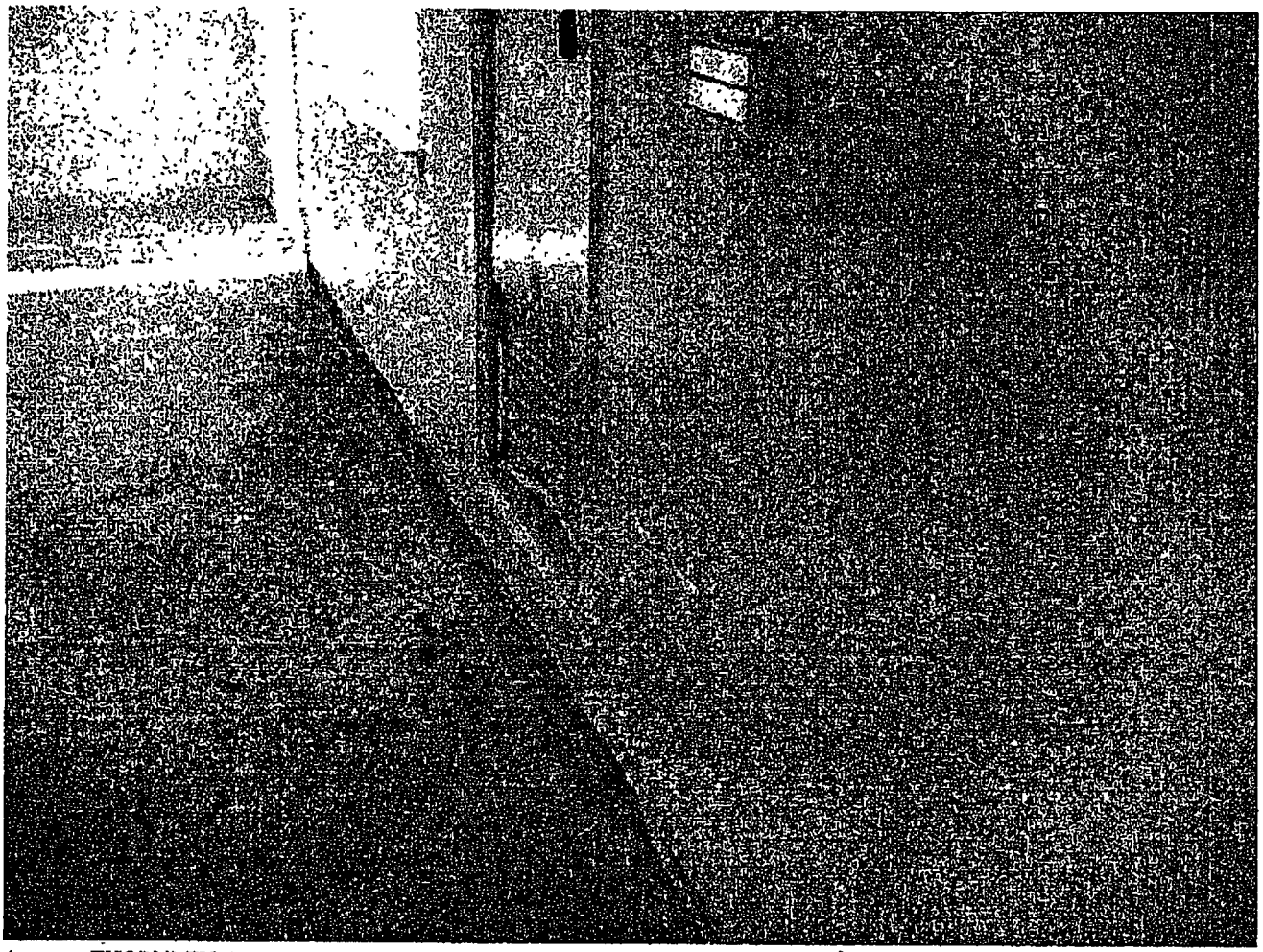
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3 THORNLEY-3 Date Taken: 12/17/2010 Taken By: Joe Miano

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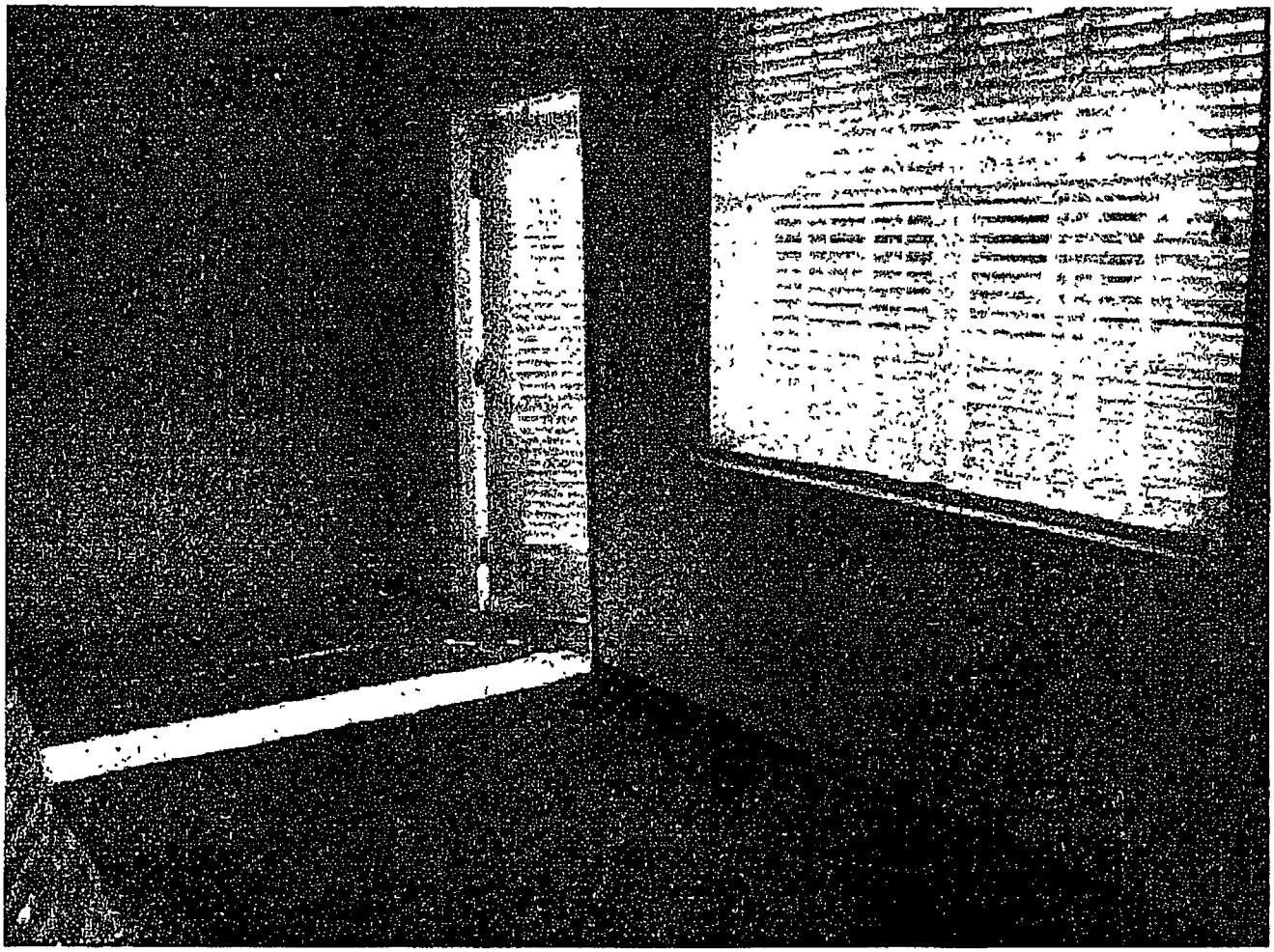
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4 THORNLEY-4 Date Taken. 12/17/2010 Taken By: Joe Miano

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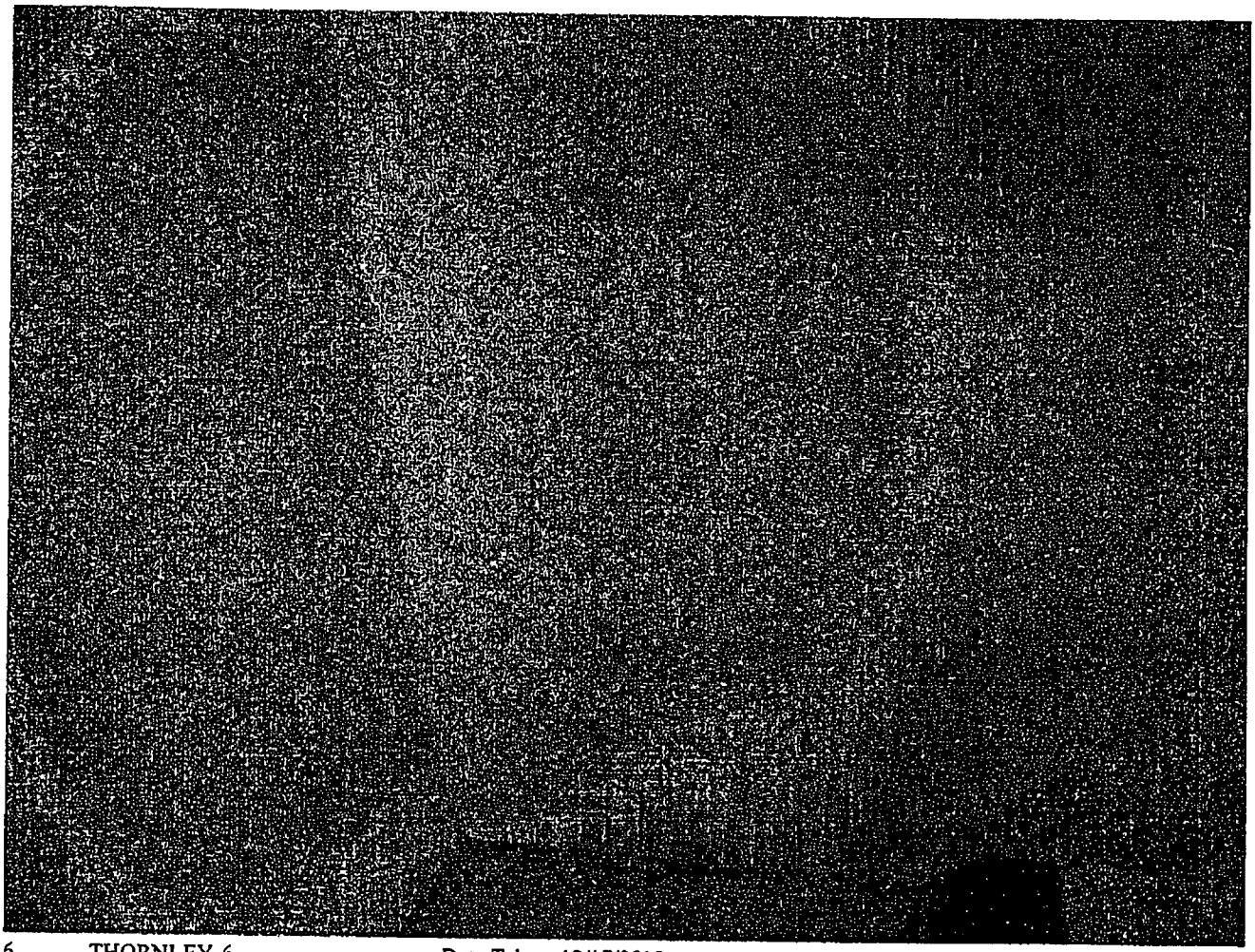
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5 THORNLEY-5 Date Taken: 12/17/2010 Taken By: Joe Miano

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6 THORNLEY-6 Date Taken. 12/17/2010 Taken By: Joe Miano

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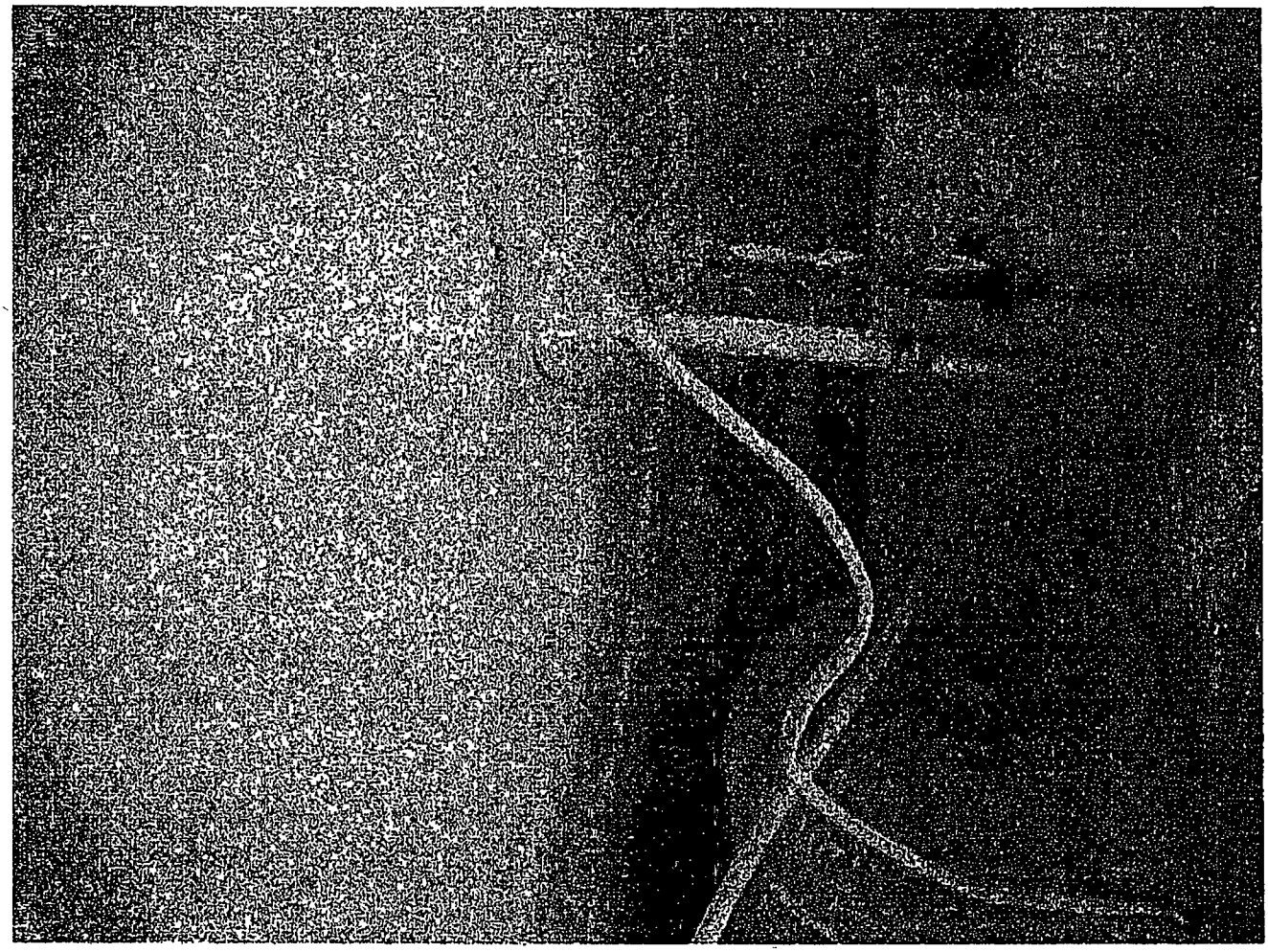
Joe Miano
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7 THORNLEY-7 Date Taken: 12/17/2010 Taken By: Joe Miano

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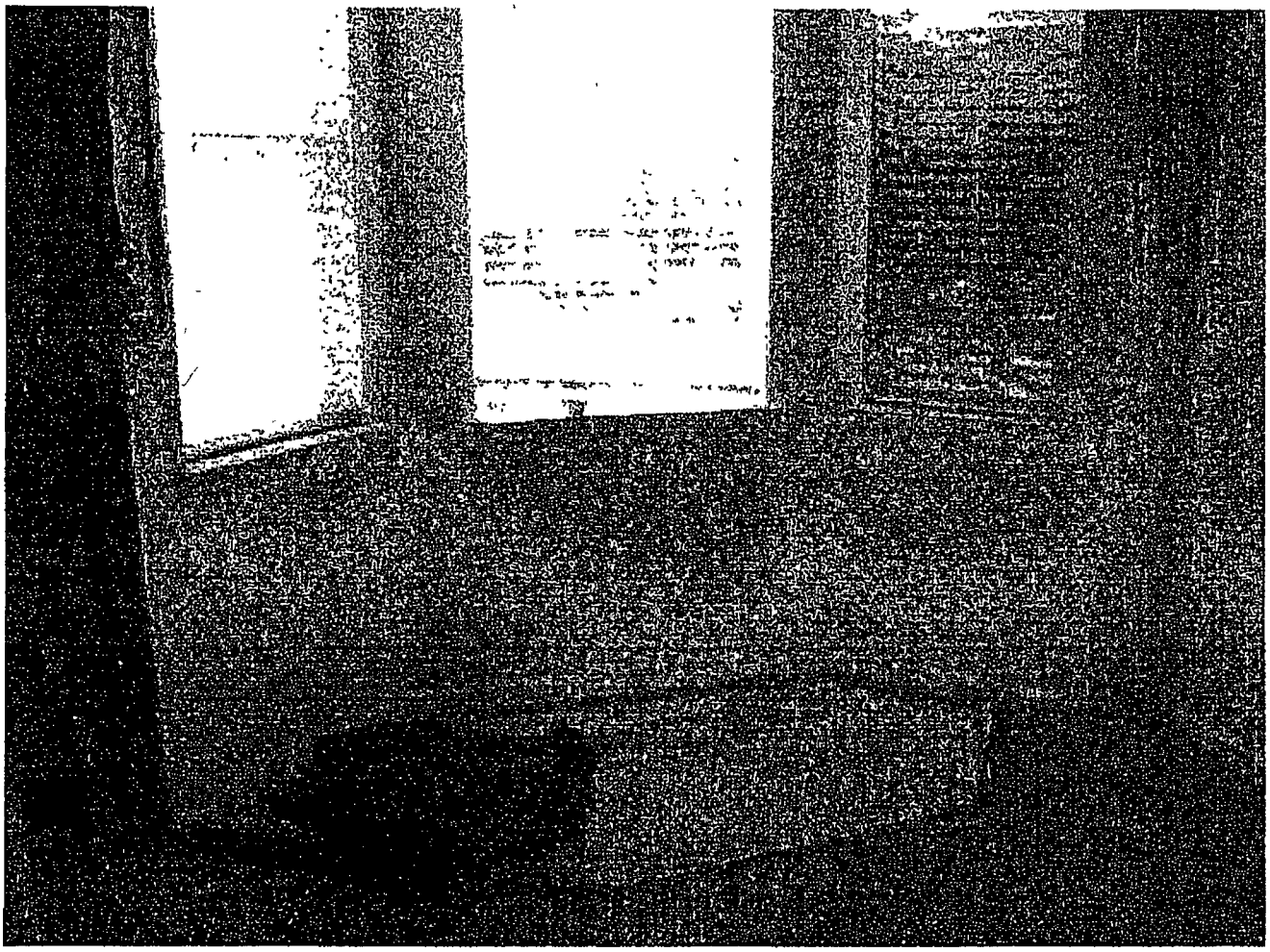
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8 THORNLEY-8 Date Taken: 12/17/2010 Taken By: Joe Miano

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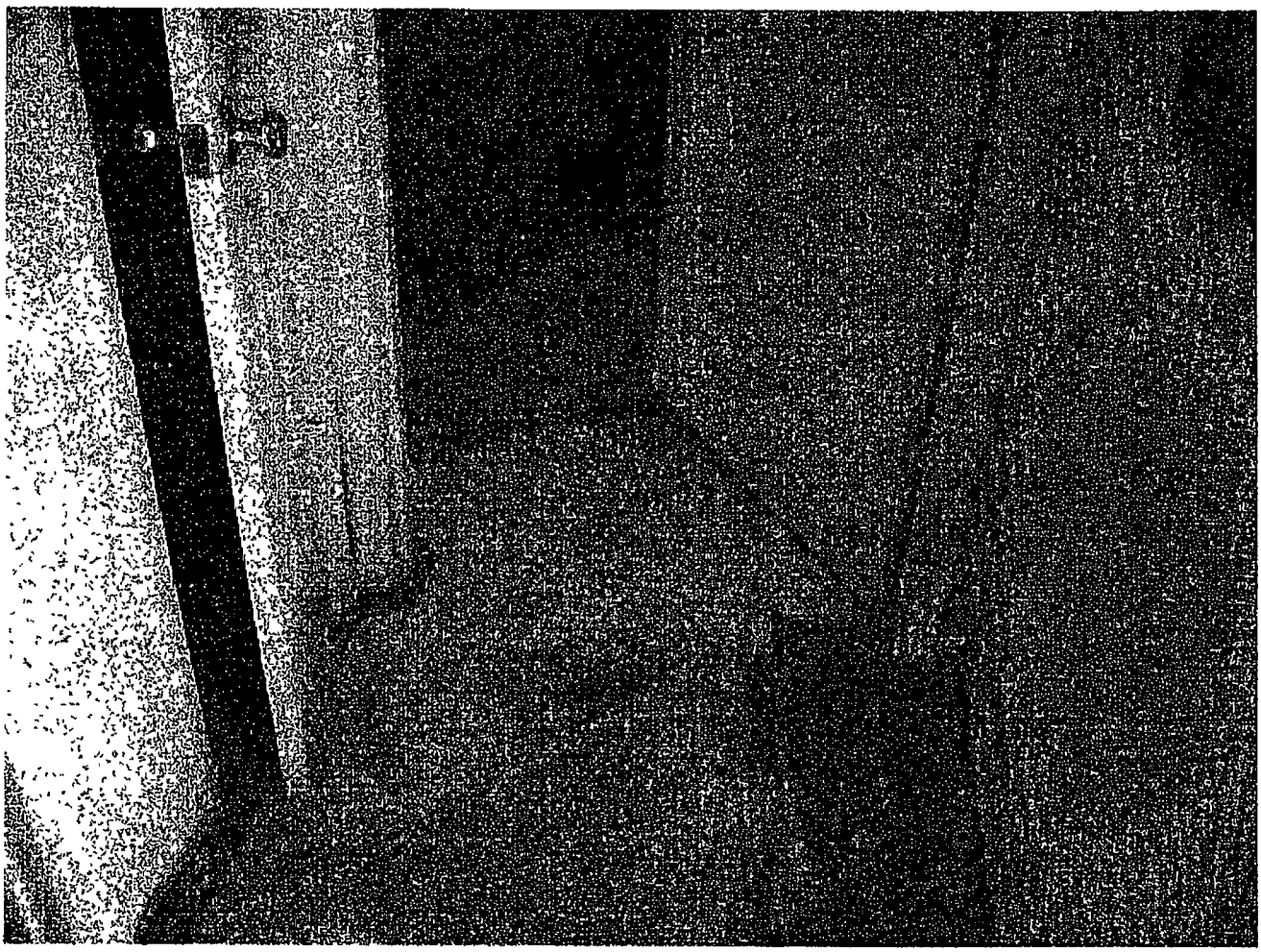
Joe Miano
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9 THORNLEY-9 Date Taken: 12/17/2010 Taken By: Joe Miano

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10 THORNLEY-10 Date Taken: 12/17/2010 Taken By: Joe Miano

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11 THORNLEY-11 Date Taken: 12/17/2010 Taken By: Joe Miano

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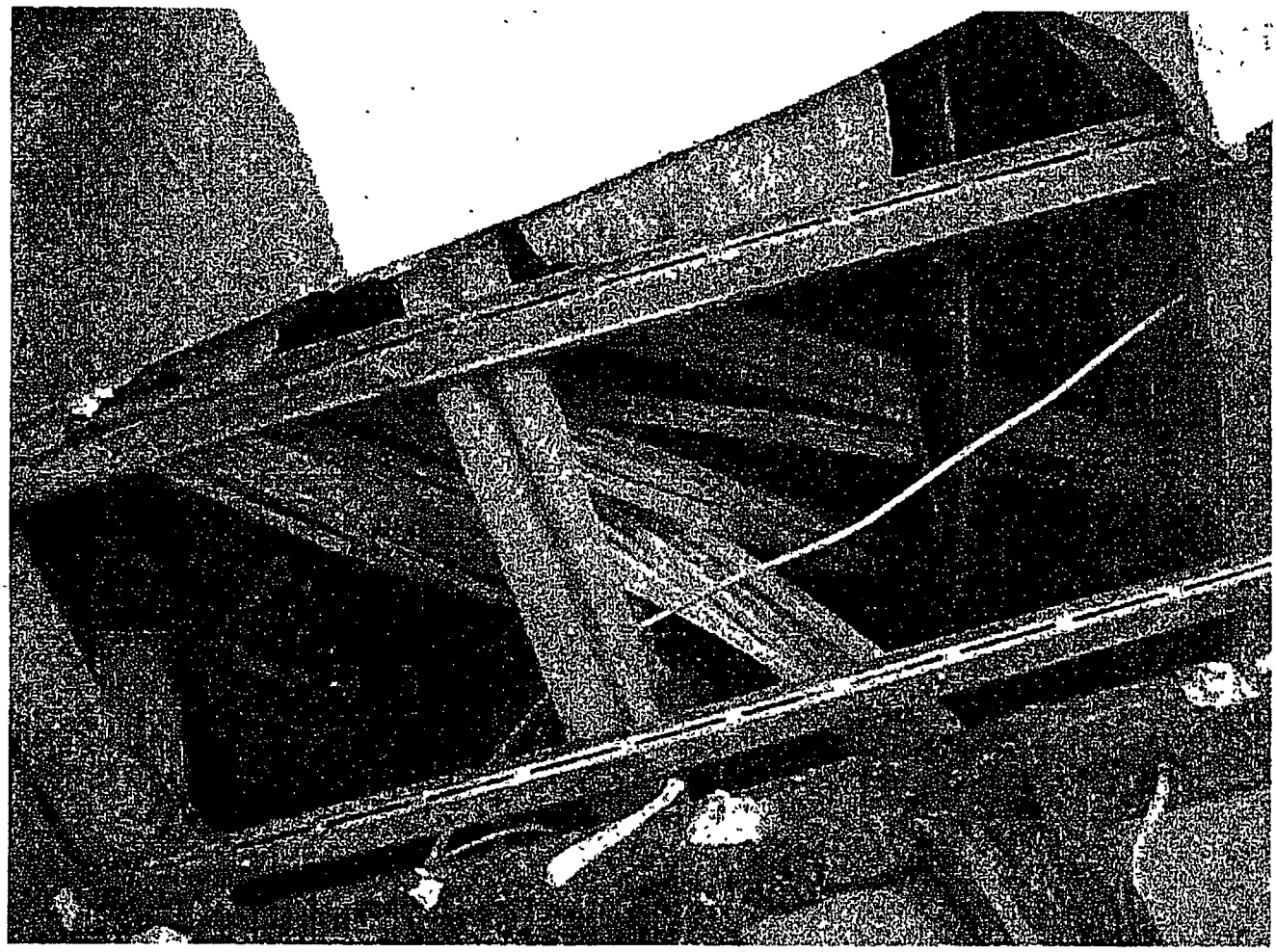
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12 THORNLEY-12 Date Taken. 12/17/2010 Taken By: Joe Miano

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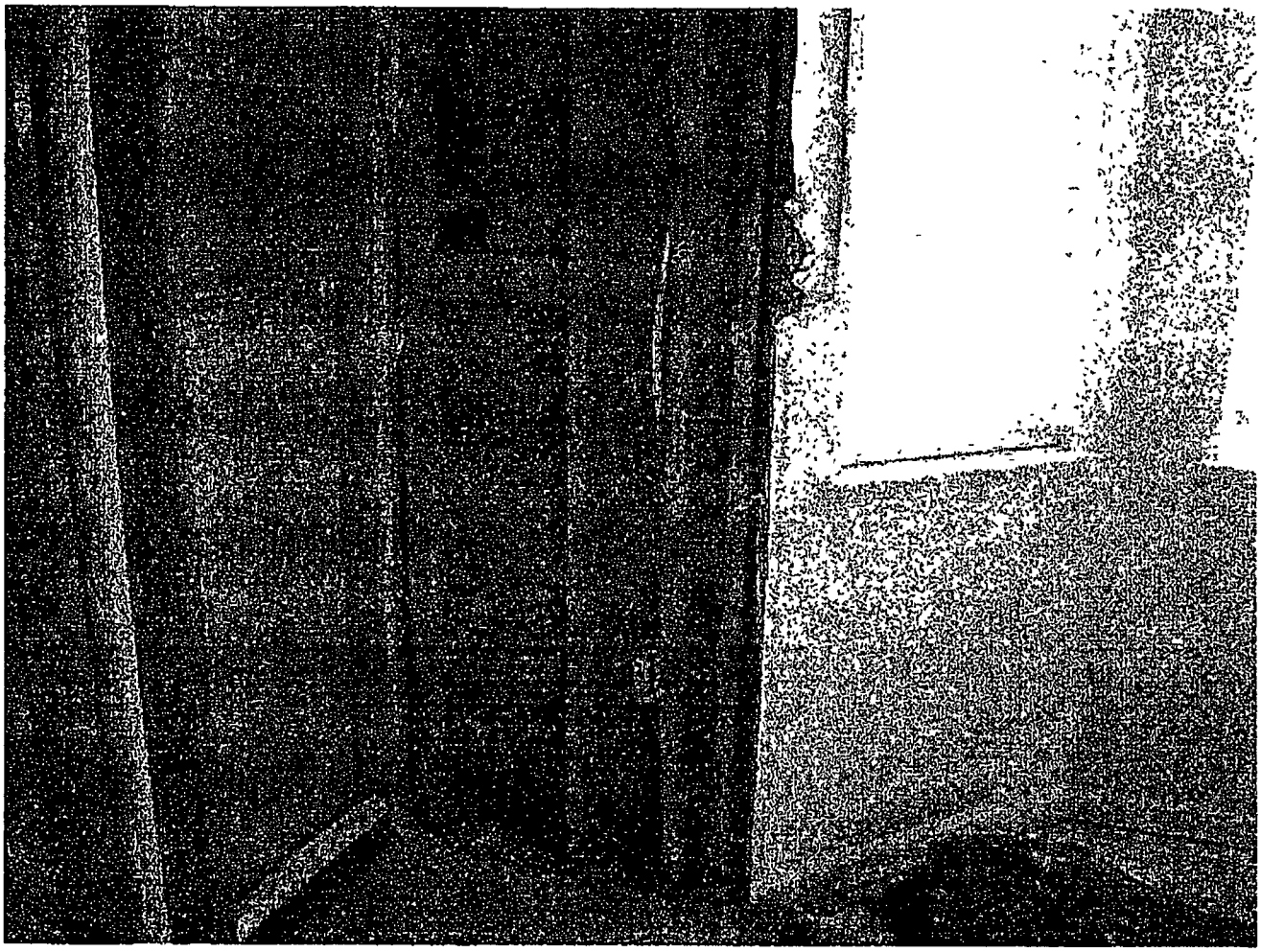
Joe Miano
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13 THORNLEY-13 Date Taken: 12/17/2010 Taken By: Joe Miano

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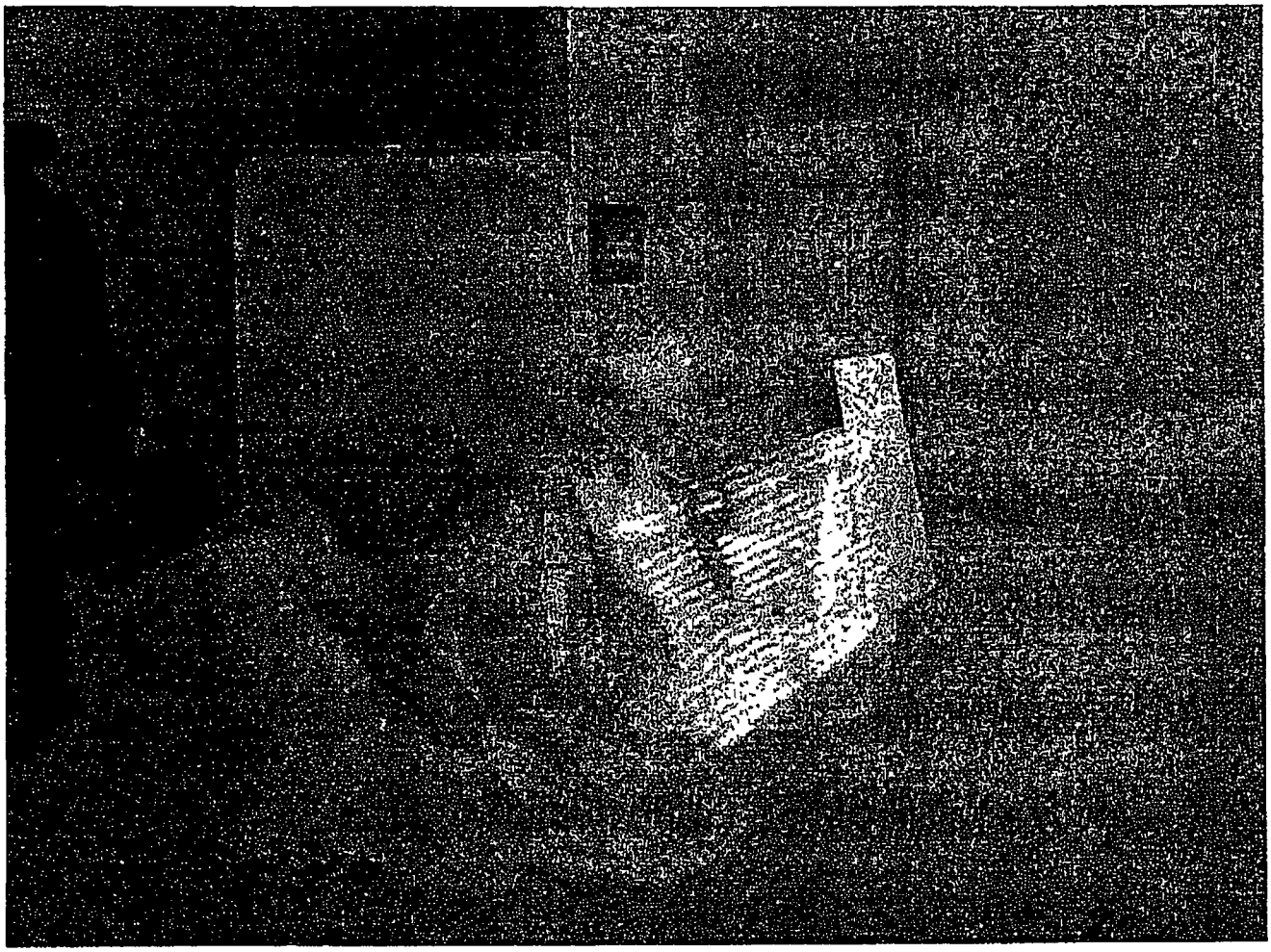
Joe Miano
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14 THORNLEY-14 Date Taken 12/17/2010 Taken By. Joe Miano

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16 THORNLEY-16 Date Taken 12/17/2010 Taken By: Joe Miano

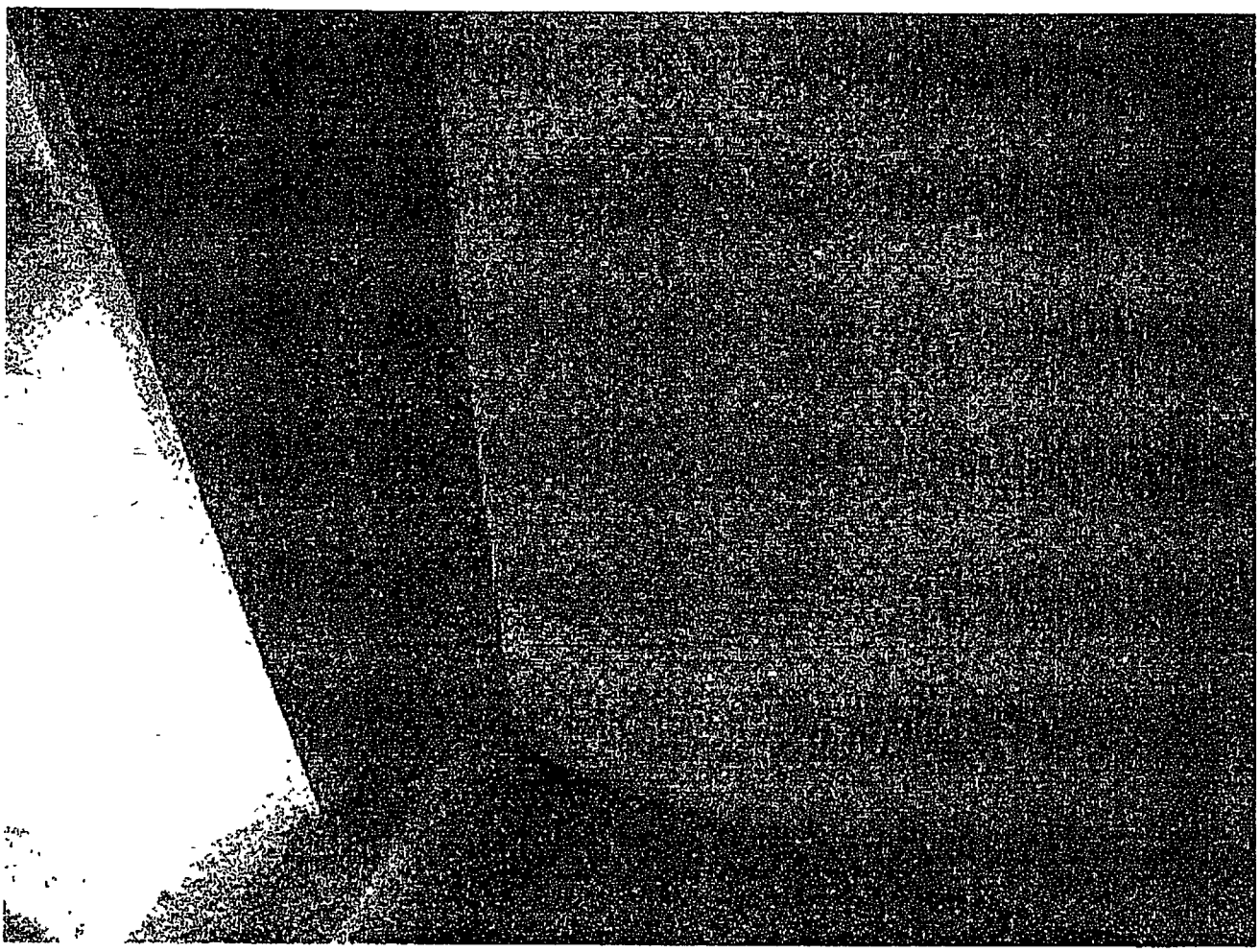
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18 THORNLEY-18 Date Taken: 12/17/2010 Taken By Joe Miano

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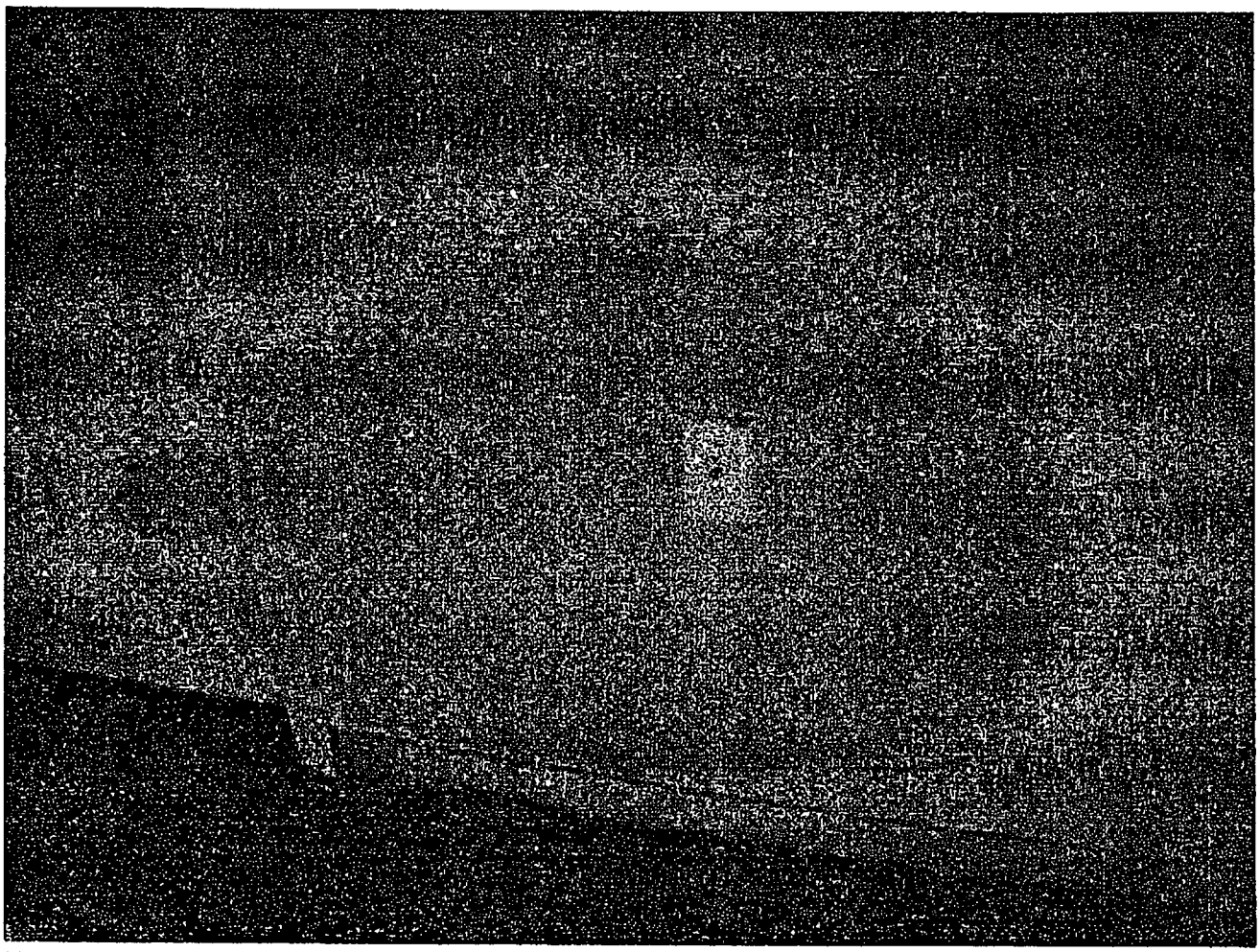
Joe Miano
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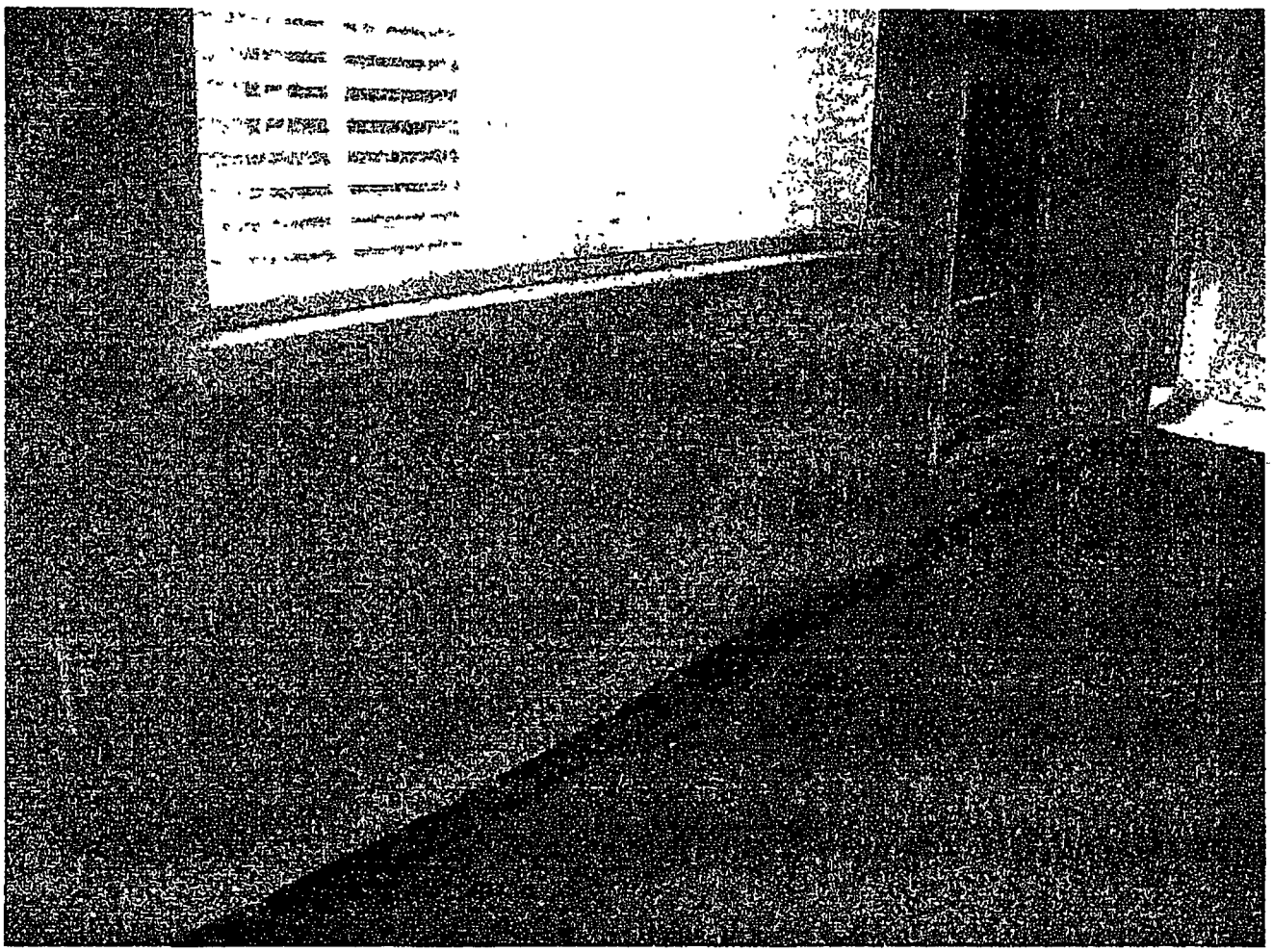
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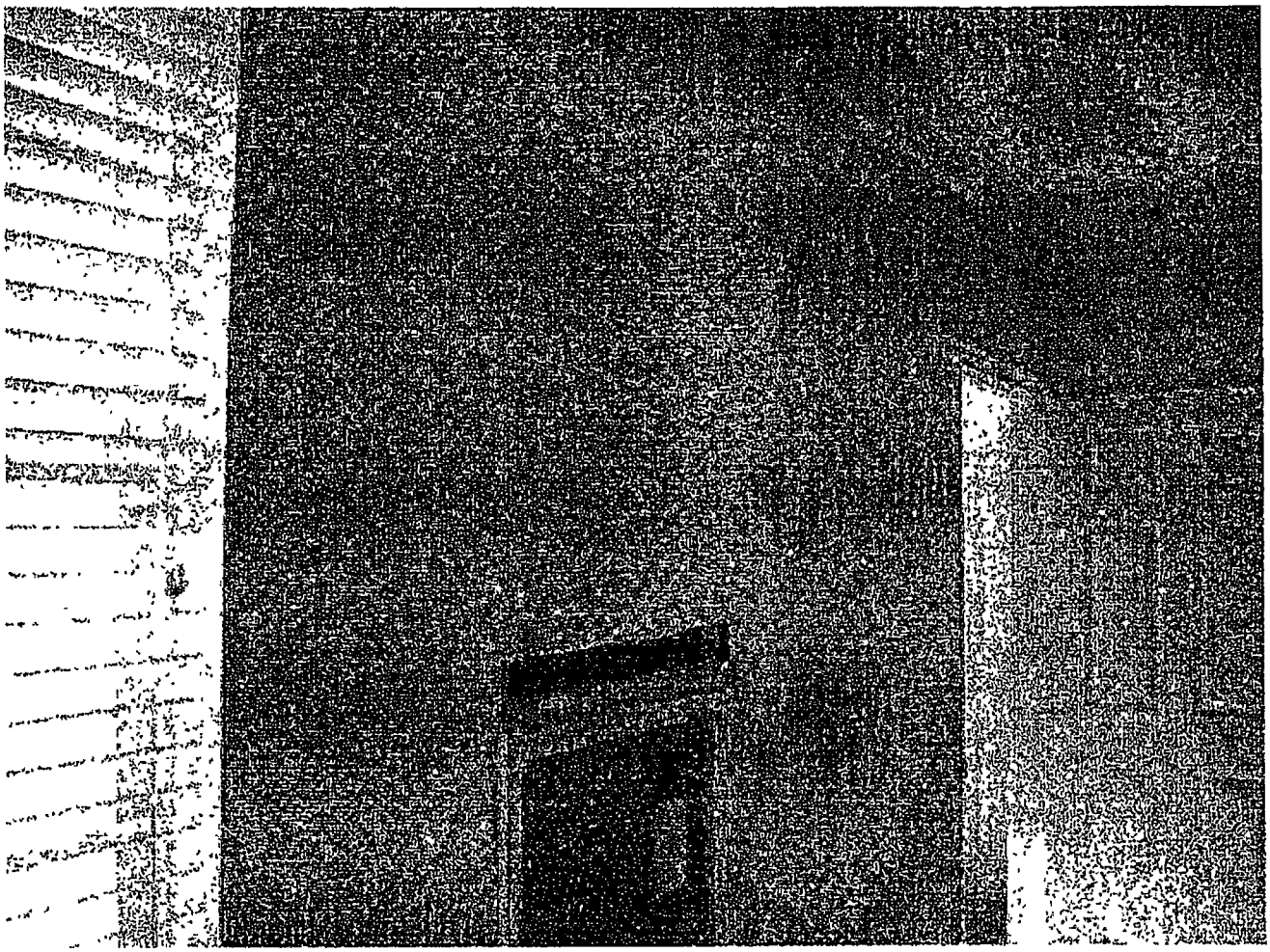
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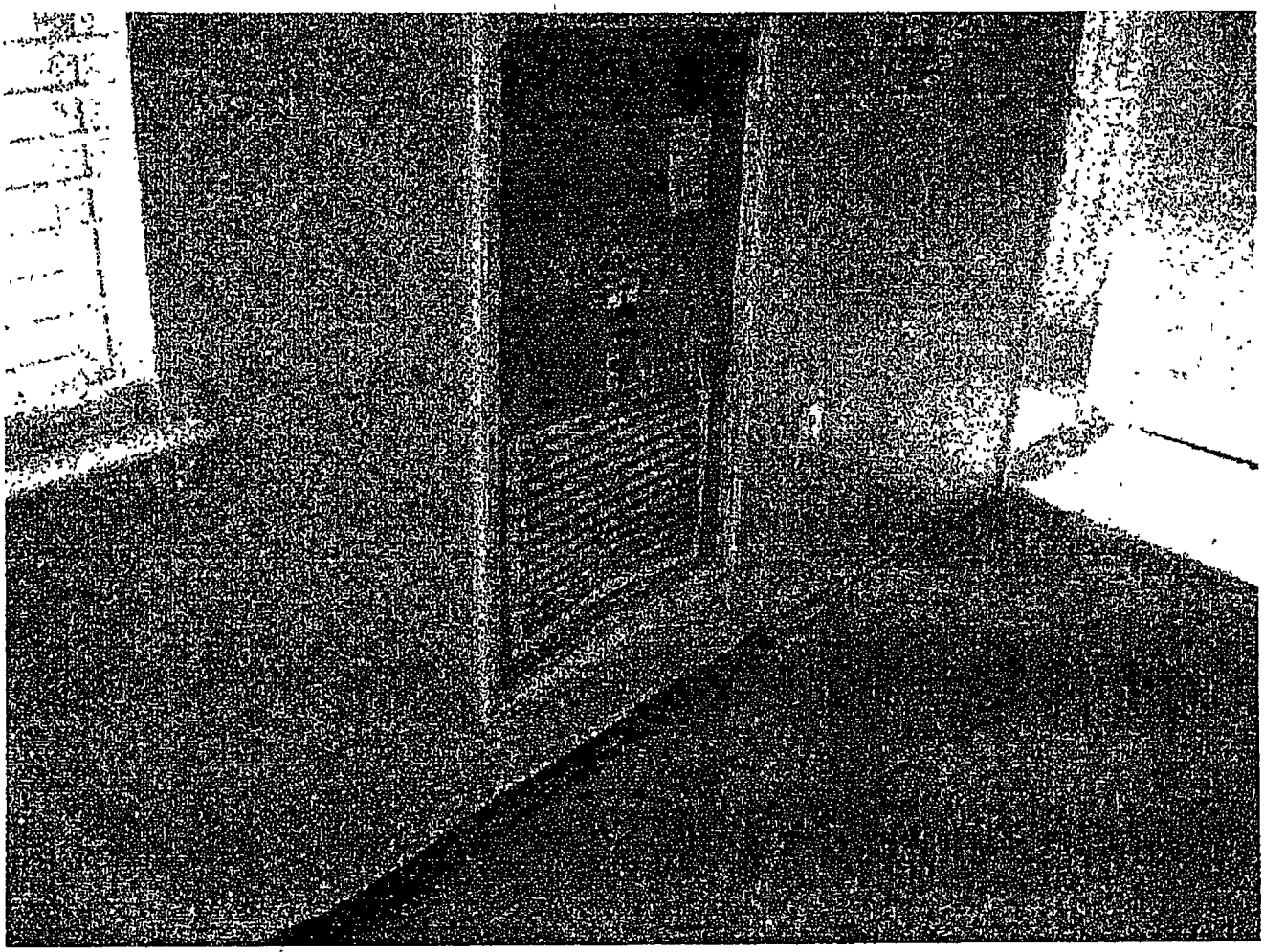
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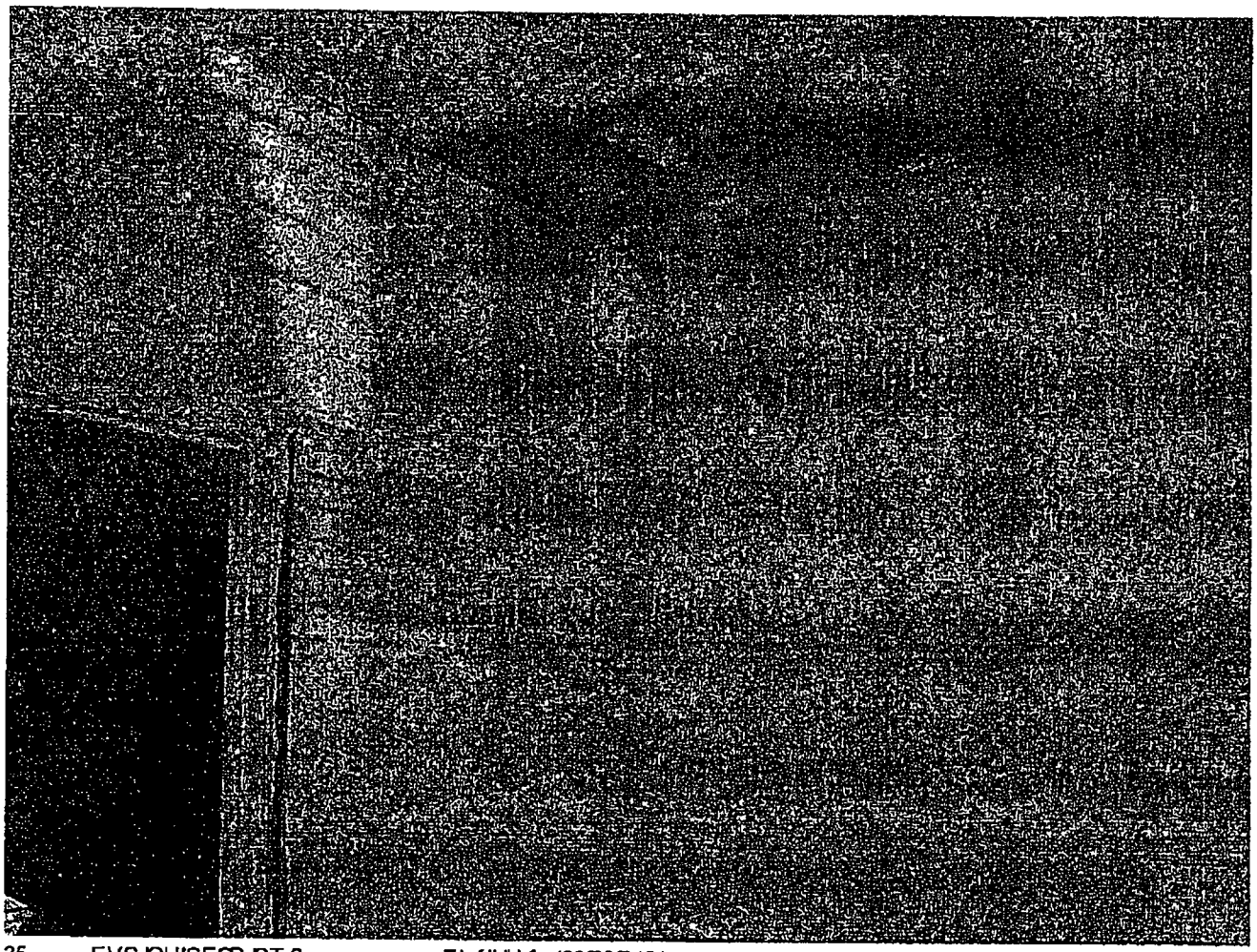
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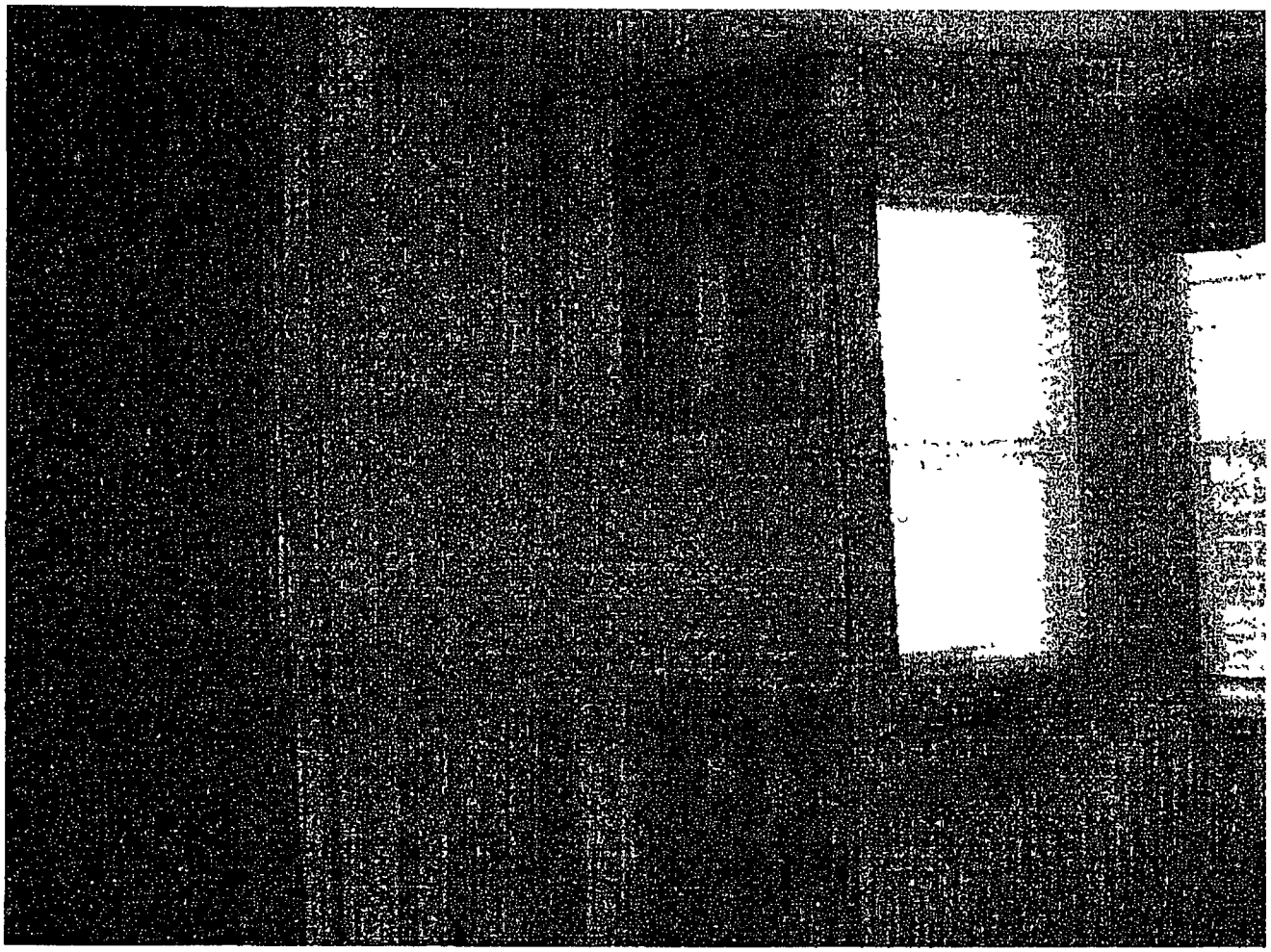
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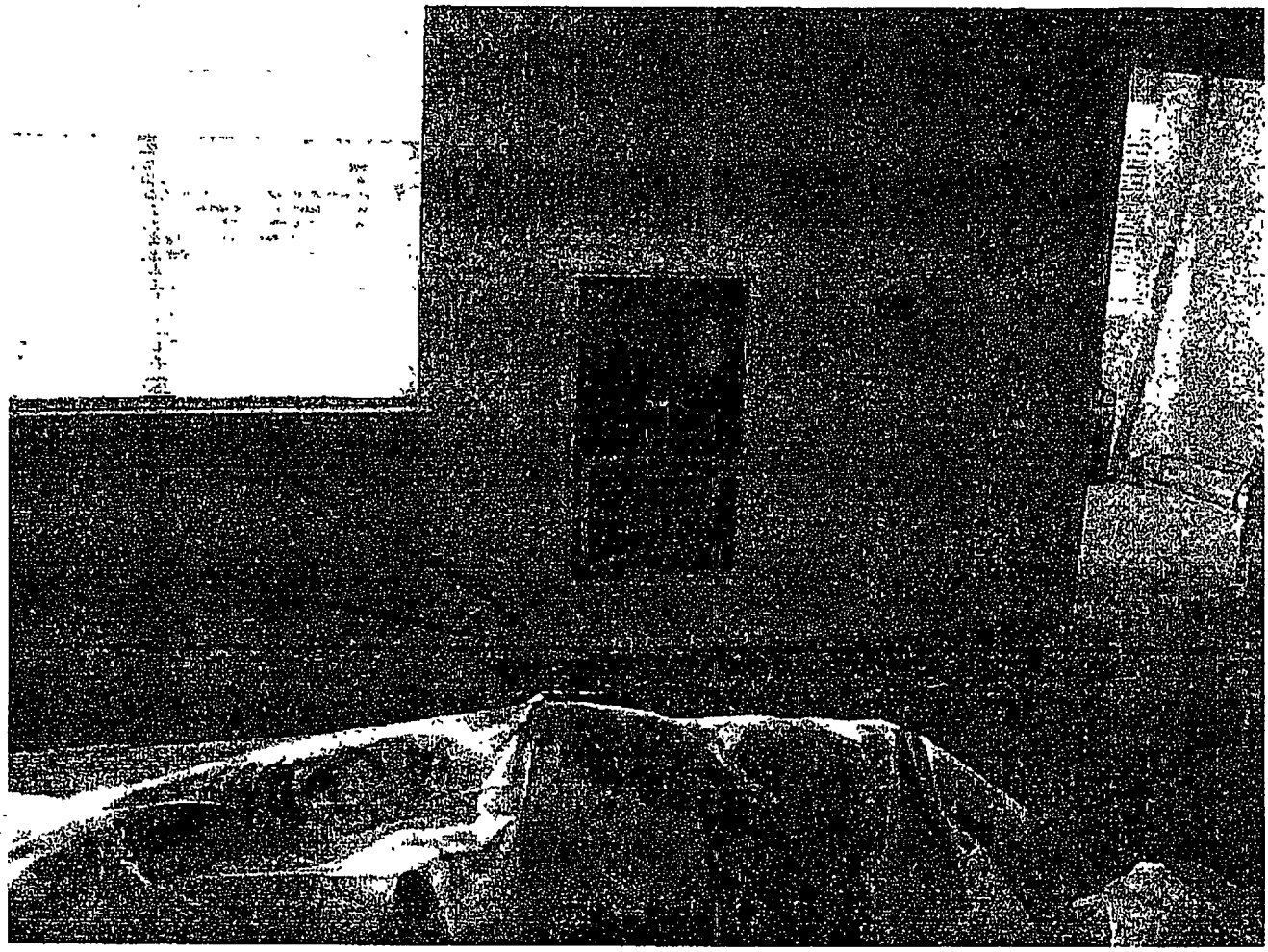
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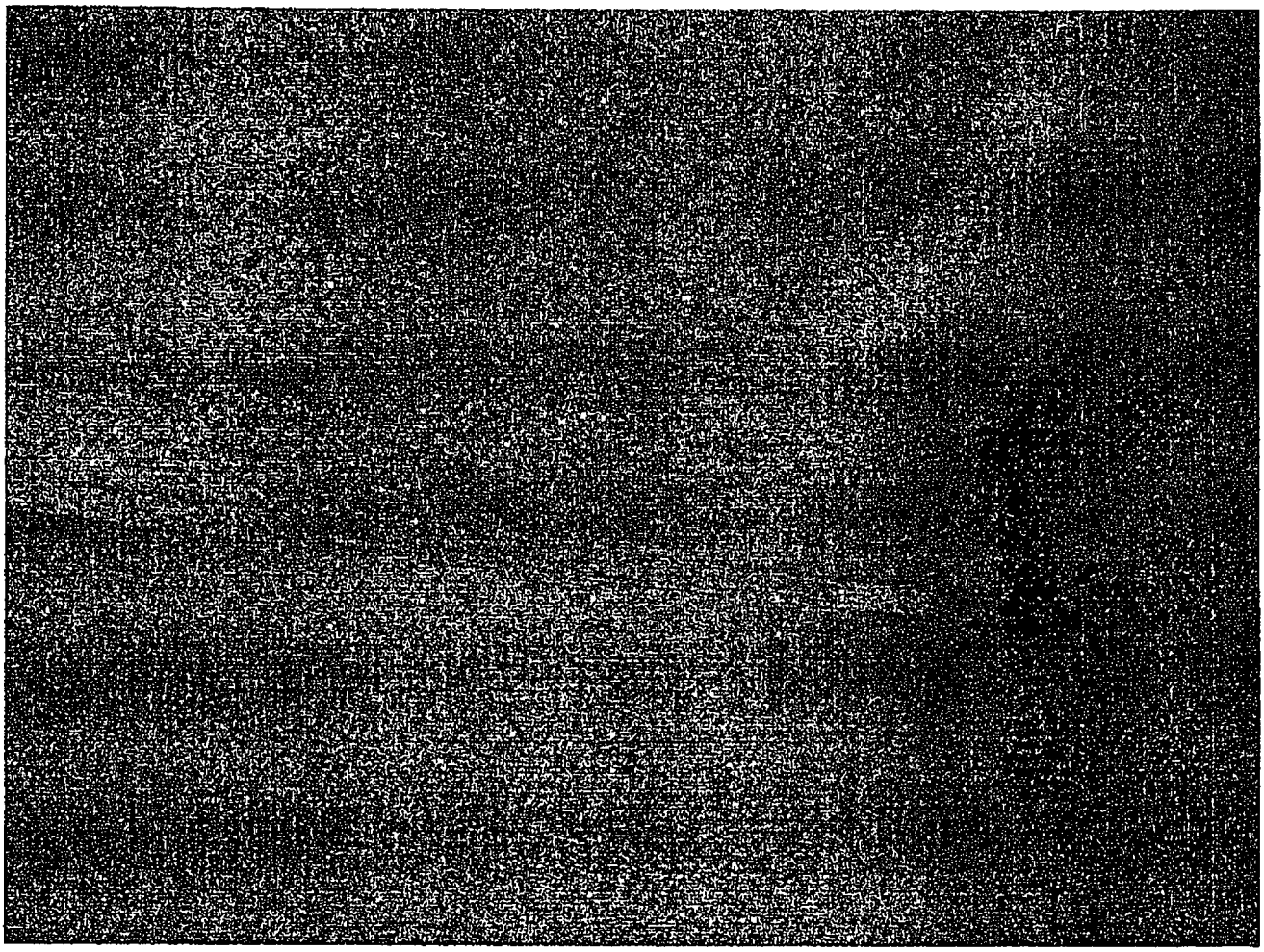
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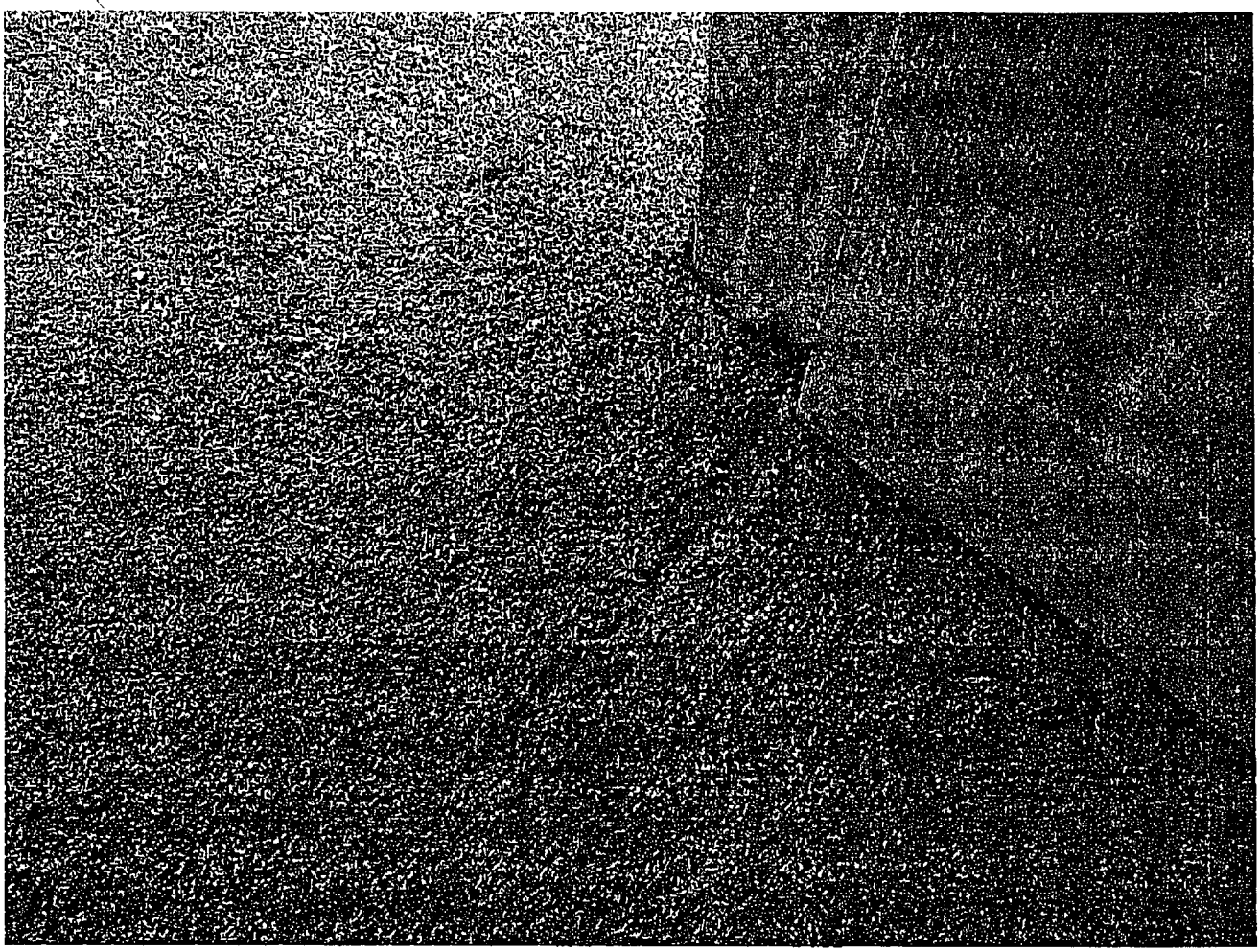
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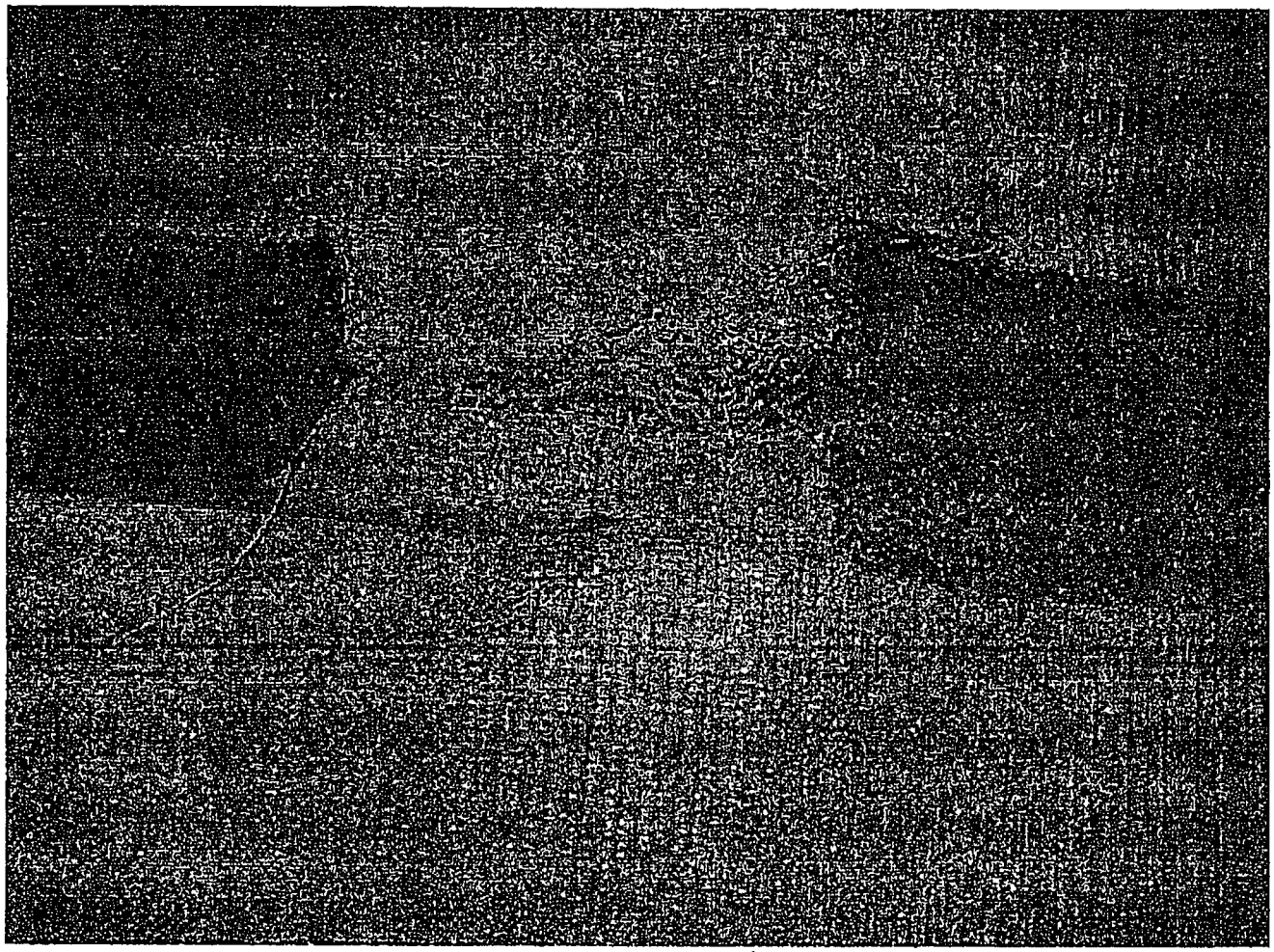
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njbopkA obujpox jef/dpn



42 EVSJOH!SFQBJST.9 Ebuf!Ubl fo;!2302803121 Ubl fo!Cz;!kpf!Njbop

Trace Dillon, Esq.
Admitted to GA, SC & TN
Bars

THE DILLON LAW FIRM, PC
ATTORNEYS AT LAW

Brandi Fishel, Esq.
Admitted to GA Bar
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Admitted to SC & OH Bars

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Suite 600
Lawrenceville, GA 30043

Toll Free (855) 591-0067
Facsimile (770) 513-6577
trace@dillonlawfirmpc com
www.dillonlawfirmpc.com

February 17, 2014

VIA FIRST CLASS MAIL
CLERK OF COURT, CHARLESTON COUNTY
100 BROAD STREET, SUITE 106
CHARLESTON SC 29401

RE: NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY
VS. GARY MCCOMBS
RAGAN MCCOMBS ALBERT
Civil Action Number: 2013CP107203
Our File No. : 13001448

Dear Clerk:

Enclosed, please find our Amended Complaint for filing. Please file the original and return a file stamped copy of the Complaint and Certificate of Service in the enclosed self addressed envelope.

If you have any questions, please call.

Sincerely,
THE DILLON LAW FIRM PC

NATALIE POWERS or TRACE DILLON

Enclosure

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	C/A No.: 2013-CP-10-7203
Nationwide Property & Casualty Insurance Company, Plaintiff, v. Gary McCombs and Ragan McCombs Albert Defendants.	)	**ANSWER TO AMENDED COMPLAINT**

Defendants Gary McCombs, Ragan McCombs Albert, and Robert Albert (to the extent he is named in this action) by and through their undersigned attorney, hereby answer the Amended Complaint of the Plaintiff and state and allege as follows:

FOR A FIRST DEFENSE
(General Denial)

Defendants deny each and every allegations of the Plaintiff's Amended Complaint not hereinafter expressly admitted, modified, or explained, and demand strict proof thereof.

COUNT ONE

1. Defendants lack sufficient knowledge or information to form a belief as to the allegations contained in Paragraph 1 of the Amended Complaint and therefore deny the same.

2. Defendants admit the allegations contained in Paragraph 2 of the Amended Complaint.

3. Defendants deny the allegations contained in Paragraph 3 of the Amended Complaint.

4. Defendants deny the allegations contained in Paragraph 4 of the Amended Complaint.

5. Defendants lack sufficient knowledge or information to form a belief as to the allegations contained in Paragraph 5 of the Amended Complaint and therefore deny the same.

6. Defendants deny the allegations contained in Paragraph 6 of the Amended Complaint.

7. Defendants deny the allegations contained in Paragraph 7 of the Amended Complaint.

8. Defendants lack sufficient knowledge or information to form a belief as to the allegations contained in Paragraph 8 of the Amended Complaint and therefore deny the same.

9. Paragraph 9 of the Amended Complaint is a statement that requires no response, but to the extent a response is required, Defendants deny the same.

10. Defendants deny the allegations contained in Paragraph 10 of the Amended Complaint.

11. Defendants deny the allegations contained in Paragraph 11 of the Amended Complaint.

12. Defendants deny the allegations contained in Paragraph 12 of the Amended Complaint and the unnumbered paragraph (prayer for relief) which follows paragraph 12.

AFFIRMATIVE DEFENSES

Without admitting any of the allegations set forth in the Amended Complaint, Defendants allege as follows:

FIRST AFFIRMATIVE DEFENSE

(Statute of Limitations)

13. Plaintiff's claims are barred by the applicable statute of limitations and this action was not commenced within such applicable statute of limitations.

SECOND AFFIRMATIVE DEFENSE

(Failure to State a Claim)

14. Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted against any of the Defendants.

THIRD AFFIRMATIVE DEFENSE

(Waiver)

15. Plaintiff, by acts and/or omissions, has waived, in whole or in part, its right to obtain the relief sought in the Amended Complaint.

FOURTH AFFIRMATIVE DEFENSE

(Laches)

16. Plaintiff's claims against Defendants are barred, in whole or in part, by the doctrine of laches.

FIFTH AFFIRMATIVE DEFENSE

(Novation)

17. Any duty or performance by Defendants was excused by novation effective between the Defendants and Plaintiff.

FOURTH AFFIRMATIVE DEFENSE

(Standing)

18. Plaintiff's claims are barred, in whole or in part, because Plaintiff lacks standing to assert its claims against Defendants.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Join Indispensable Parties)

19. Plaintiff has failed to name or join an indispensable party or parties to the present

action.

SIXTH AFFIRMATIVE DEFENSE

(Superseding/Intervening Cause)

20. Plaintiff's damages, if any, resulted from the acts or omissions of other persons or entities over which Defendants had no control. The acts of such persons or entities constitute intervening or superseding causes of harm, if any, suffered by Plaintiff, and Defendants are not responsible, in law or fact, for any alleged misstatements or omissions issued by those persons or entities.

SEVENTH AFFIRMATIVE DEFENSE

(Contradictory/Comparative Negligence)

21. Plaintiff's damages were caused, in whole or in part, as a result of Plaintiff's own negligence, omissions, and/or actions.

EIGHTH AFFIRMATIVE DEFENSE

(Lack of Claims and Allegations as to Robert Albert)

22. The Amended Complaint does not state any factual allegations against Robert Albert and Robert Albert does not appear on the caption of the Amended Complaint nor on any summons, which was not provided, and therefore, no claims are asserted against Robert Albert in this matter.

WHEREFORE, having fully answered the Complaint, Defendants pray that this action be dismissed with prejudice and that Defendants be awarded all costs of the defense, to include attorneys' fees, as well as any and all sanctions deemed appropriate by the Court.

Respectfully submitted,

McCULLOUGH KHAN, LLC

Jamie A. Khan (SC Bar #76685)
68 ½ Queen Street
Charleston, SC 29401
(843) 973-0400
(843) 973-0706 (fax)
jamie@mklawsc.com

ATTORNEY FOR PLAINTIFF

March 3rd, 2014
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	C/A No.: 2013-CP-10-7203
	)	
Nationwide Property & Casualty Insurance Company,	)	
	)	**CERTIFICATE OF SERVICE**
Plaintiff,	)	
	)	
v.	)	
	)	
Gary McCombs, Ragan McCombs Albert, and Robert G. Albert,	)	
	)	
Defendants.	)	

I hereby certify that a true and correct copy of **Answer to Amended Complaint** has been served upon the following by mailing a copy, properly addressed and with sufficient postage affixed thereto, on this 3rd day of March, 2014.

Trace Dillon
Natalie Powers
The Dillon Law Firm, PC
1130 Hurricane Shoals Road, Suite 600
Lawrenceville, GA 30043

A Benton
Alicia Benton, Paralegal

Charleston, South Carolina

mgc | INSURANCE DEFENSE

Reply To
ROBERT R. SANSBURY, III
Direct Dial: (843) 576-2919
robert.sansbury@mgclaw.com

July 14, 2014

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2210

RE: Nationwide Property & Casualty Insurance Company v. Gary Mccombs et al.
Civil Action No.: 2013-CP-10-7203 (Charleston)
Date of Incident: December 17, 2010
Carrier Claim No.: U7V3528
MGC File No.: 20527.14072

Dear Ms. Armstrong:

Please find enclosed for filing the original and one (1) copy of Motion for Summary Judgment in the above-captioned case. I would appreciate your returning a clocked-in copy of the same to me in the envelope provided.

By copy of this letter, I am serving counsel of record with the above-referenced Motion for Summary Judgment.

Thanking you in advance for your assistance, I am

Very truly yours,

Robert R. Sansbury, III

RRS/ses
Enclosures
cc: (w/encl; via email & US Mail)
Trace M. Dillon, Esquire
Andrew S. Halio, Esquire

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT
)
) CASE NO.: 2013-CP-10-7203
)
Nationwide Property & Casualty Insurance) **MOTION AND ORDER INFORMATION**
Plaintiff,) **FORM AND COVERSHEET**
vs.)
)
Gary McCombs and Ragan McCombs Albert)
Defendant.)

Plaintiff's Attorney:	Defendant's Attorney:
Trace Dillon, Bar No. SC16857 Address: 1130 Hurricane Shoals Rd., Ste. 600, Lawrenceville, GA 30043 Phone: (770) 513-6400 Fax (770) 513-6577 E-mail: traceWdillonlawfirmpc.comOther:	Andrew S. Halio, Bar No. SCB02459 Address: P. O. BOX 747, CHARLESTON, SC 29402 Phone: (843) 577-5200 Fax(843) 577-7468 E-mail: ashalio@bellsouth.netOther: Haliolaw@bellsouth.net

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion for Summary Judgment
Estimated Time Needed: 10 minutes Court Reporter Needed: ☒YES/☐ NO

SECTION II: Motion/Order Type

☒Written motion attached
☐Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Andrew S. Halio
Signature of Attorney for ☐ Plaintiff /☒ Defendant

July 14, 2014
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ _____
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO: 2013-CP-10-7203
Nationwide Property & Casualty Insurance Company, Plaintiff, vs. Gary McCombs and Ragan McCombs Albert, Defendants.	)	MOTION FOR SUMMARY JUDGMENT

FILED
2014 JUL 14 AM 11:32
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Pursuant to Rule 56, SCRCP, the Defendant, Gary McCombs, moves the Court for an Order granting summary judgment in his favor on the ground that there is no genuine issue of material fact, and he is entitled to judgment as a matter of law. Specifically, there is no evidence of any negligence on his part that caused or contributed to the damages claimed by the Plaintiff in this case, nor are there any witnesses listed by the Plaintiff who could so testify. This motion is supported by the pleadings and discovery, including the affidavit of Gary McCombs attached hereto and filed contemporaneously herewith.

HALIO AND HALIO
Attorneys for Gary McCombs

ANDREW S. HALIO
13 North Adgers Wharf-Box 747
Charleston, SC 29402-0747
(843) 577-5200'

July 14, 2014
Charleston, South Carolina

HALIO & HALIO CHARLESTON, SOUTH CAROLINA

2013-CP-10-1203

AFFIRMATION

I affirm that consultation with opposing counsel is not necessary prior to the filing of this motion.

Andrew S. Halio
ANDREW S. HALIO

CERTIFICATION

This is to certify that the undersigned attorneys did this date serve the *Motion for Summary Judgment* upon the attorneys below listed by mailing a copy of the same to their address, postage prepaid on July 14, 2014:

FILED
2014 JUL 14 AM 11:36
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Trace Dillon
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043

Robert R. Sansbury, III
735 Johnnie Dodds Blvd., Suite 200
Mt. Pleasant, SC 29465

Andrew S. Halio
ANDREW S. HALIO

HALIO & HALIO, CHARLESTON, SOUTH CAROLINA

STATE OF SOUTH CA ROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS
NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, Plaintiff, vs. GARY MCCOMBS & RAGAN MCCOMBS ALBERT, Defendants.	)	Civil Action No. 2013-CP-10-7203 **DEFENDANT RAGAN ALBERT'S MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

FILED
2013 AUG -1 AM 9:14
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO: PRESIDING CIRCUIT JUDGE:

Background

This is a subrogation case where the Plaintiff, Nationwide Property & Casualty Insurance Company ("Nationwide") is seeking subrogation from the Defendants for payments made to Nationwide's insured, Alison Smith Thornley, regarding an alleged water leak occurring on December 17, 2010, in Ms. Thornley's bottom-floor condominium unit located at 1515 Cambridge Lakes, Mt. Pleasant, South Carolina. Defendant, Ragan McCombs Albert owns the condominium unit located directly above Ms. Thornley's unit. A lawsuit in this case was not filed by Nationwide until December 11, 2013 (Exhibit "A" – Summons and Complaint).

The undisputed evidence in this case is that on June 2, 2009 (outside of the Statute of Limitations) Ms. Albert's water-heater unexpectedly malfunctioned and began leaking water into Ms. Thornley's condominium below. (Exhibit "B" - Deposition of Alison Thornley; p. 36, 1-7). Ms. Thornley's condominium was fully repaired, without any lingering issues. (Id. p. 22, 7-12). Ms. Thornely has no personal knowledge of the repairs done to the water heater in June of 2009 by Defendant, Gary McCombs. (Id. p. 19, 10-13). Furthermore, Ms. Thornley has no personal

knowledge as to whether Ms. Albert did anything to cause or contribute to the 2009 water intrusion incident. (Id.; p. 39, 21 – p. 40, 5). As it turns out, Mr. McCombs replaced Ms. Albert's water heater in June of 2009 with a brand new one. (Exhibit "C" - Affidavit of Ragan Albert; *see also* Exhibit "D" - Affidavit of Gary McCombs).

Then, on December 17, 2010, Ms. Thornley made another claim for water intrusion in her condominium, this time with Nationwide, and Nationwide paid for various repairs to Ms. Thornley's condominium – the December 2010 claim is the subject of this lawsuit. Ms. Thornely is the only witness named in Plaintiff's answers to interrogatories. (Exhibit "E").

Discussion

I. DEFENDANT, RAGAN ALBERT IS ENTITLED TO SUMMARY JUDGMENT AS PLAINTIFF'S ENTIRE CASE IS BASED ON SPECULATION

In order to survive Summary Judgment in this case, the Plaintiff must set forth evidence *admissible at trial* of what caused water intrusion into Alison Thornley's condominium in December of 2010; the Plaintiff cannot merely speculate as to the cause. SCRE 602 (a witness must have personal knowledge in order to testify – a witness may not speculate); *see also* Hanahan v. Simpson, 326 S.C. 140, 149, 485 S.E.2d 903, 908 (1997) ("verdicts may not be permitted to rest upon surmise, conjecture or speculation.").

Here, Ms. Thonley has no personal knowledge as to the cause of the water intrusion into her condominium in December of 2010 as she (1) never spoke with Ms. Albert or Mr. McCombs regarding the December 2010 incident (Deposition of Alison Thornley; p. 25, 4-6), and (2) she never went upstairs to see the source of the water intrusion (Id.; p. 30, 25 – p. 31, 4). Indeed, Defendants Ragan Albert and Gary McCombs both deny any problems with water leaking from Ms. Albert's condominium in December of 2010, and therefore have no knowledge of the cause of the water intrusion either. (Exhibits "C" and "D"). Plaintiff's entire case is based on

speculation.

II. THERE IS NO EVIDENCE THAT RAGAN ALBERT WAS NEGLIGENT IN THE CAUSATION OF THE DECEMBER, 2010 WATER INTRUSION INCIDENT

Plaintiff's sole cause of action in this case is negligence. (*See* Complaint and Amended Complaint). To prevail on a negligence claim, a plaintiff must establish duty, breach, causation, and damages. Sherrill v. Southern Bell Tel. & Tel. Co., 260 S.C. 494, 499, 197 S.E.2d 283, 285 (1973).

In the instant case, the Plaintiff cannot prove negligence as its sole witness, Alison Thornley, readily admits that she has no personal knowledge as to whether or not Ragan Albert did anything to cause or contribute to water intrusion into Ms. Thornley's condominium in December of 2010.

p. 40

2 Q: Do you have any personal knowledge as to whether or not
3 Ragan Albert did anything to cause or contribute to water
4 intrusion into your condo in December of 2010?
5 A: No.

(Deposition of Ragan Albert, p. 40, 2-5) (bold emphasis added). As Ms. Thornley is Plaintiff's only witness, they have put forth no evidence of negligence, or to the cause of the 2010 water intrusion. Both of the Defendants deny negligence, or any water leaks. (Exhibits "C" and "D").

Conclusion

Defendant, Ragan Albert asks that the Court GRANT Defendant's Motion for Summary Judgment as to all causes of action.

[SIGNATURE ON NEXT PAGE]

McANGUS GOUDELOCK & COURIE, L.L.C.

Robert R. Sansbury, III
Bar No: 77384
Post Office Box 650007
735 Johnnie Dodds Blvd, Suite 200 (29464)
Mt. Pleasant, South Carolina 29465
(843) 576-2900

ATTORNEYS FOR DEFENDANT, RAGAN MCCOMBS ALBERT

July 23, 2014

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston)
NATIONWIDE PROPERTY &) Case No.: 13-CP10-7203
CASUALTYINSURANCE COMPANY)
PLAINTIFF,
vs.)
SUMMONS
(Non-Jury)
GARY MCCOMBS; RAGAN MCCOMBS ALBERT; ROBERT G ALBERT)
DEFENDANT(s).

FILED
2013 DEC 11 PM 4:12
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO THE DEFENDANT(s) ABOVE-NAMED:

You are hereby summoned and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint, upon the subscriber of THE DILLON LAW FIRM PC at the office address of 1130 Hurricane Shoals Rd., Suite 600, Lawrenceville, GA 30043 within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, PLAINTIFF will apply to the Court for the relief demanded in the Complaint.

Submitted this December 9, 2013.

TRACE DILLON
Bar No. 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577(Facsimile)

EXHIBIT
A

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston	)	
NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY	)	Case No.: 13-CP-10-7203
PLAINTIFF,	)	
vs.	)	**COMPLAINT**
	)	**NEGLIGENCE**
GARY MCCOMBS; RAGAN MCCOMBS ALBERT; ROBERT G ALBERT	)	
DEFENDANT(s).	)	

FILED
2013 DEC 11 PM 4:12
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Comes now PLAINTIFF, NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY, and for its Complaint states:

Jurisdiction and Venue

1. The PLAINTIFF, NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, (hereinafter "PLAINTIFF,") is a foreign corporation.
2. On information and belief, the Defendant(s), GARY MCCOMBS (hereinafter "Defendant(s)") is citizen and resident of the above named County, State of South Carolina, who resides at 1282 CHRISMILL LANE , MOUNT PLEASANT SC 29466.
3. On information and belief, the Defendant(s), RAGAN MCCOMBS ALBERT (hereinafter "Defendant(s)") is citizen and resident of the state of North Carolina, who resides at 16512 KETTLEWELL LANE, CHARLOTTE, NC 28277.
4. On information and belief, the Defendant(s), ROBERT ALBERT (hereinafter "Defendant(s)") is citizen and resident of the state of North Carolina, who resides at 16512 KETTLEWELL LANE, CHARLOTTE, NC 28277.

Facts:

5. Defendants ROBERT ALBERT AND RAGAN MCCOMBS-ALBERT owned rental property.
6. Defendant GARY MCCOMBS repaired this rental property.
7. Defendant(s) negligently caused a damage to property belonging to Plaintiff's insured.
8. The total amount of the damage caused is $18,923.91.

Count One: Negligence

9. PLAINTIFF realleges the foregoing paragraphs as if fully set forth and is incorporated herein by reference.
10. Defendant(s) has negligently caused harm to Plaintiff as alleged above.
11. Defendant(s) has breached the terms of the contract.

Wherefore, PLAINTIFF prays that it be granted judgment for the following amounts:

1) For Count One, Negligence, PLAINTIFF prays that it be granted $18,923.91 in principal, $4,935.77 in prejudgment

interest from December 17, 2010 through December 9, 2013, court costs and post judgment interest at the legal rate.

This 10th day of December, 2013.

TRACE DILLON
Bar No. 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577(Facsimile)

A They rushed home and disconnected things and stopped the water

Q Was this Mr. McCombs? Did he rush home?

A No. You're talking about the father?

Q Right. Who came and cut the water off?

A He did. I'm thinking back. It was a female tenant that lived there at the time and she got us in contact with the father.

Q Alright. And you had a discussion with the father around this time? Right?

A Yes.

Q Tell me about that discussion? Was it over the phone, or in person, or what?

A It was -- I do not remember our first conversation. I don't remember if it was on the phone or in person. But we met. He came over. And I can't sit here and honestly tell you if that was our first conversation. But he came to the unit.

Q To your unit?

A To his unit. I met him there. And he...

Q What did you all talk about?

A What's going on, where is the water coming from. He told me it was the hot water heater and that he would figure out what was going on. And the end result, to my knowledge, was that it was -- there was a faulty

part in the unit.

Q The hot water heater unit?

A Yes, in the hot water heater unit, yes And that it would be replaced. He said that he would replace it.

Q The part, or the heater?

A I knew you were getting ready to ask me that and I -- I cannot remember. I can't remember That was 2009.

Q So you can't tell us what the repair was that Mr. McCombs did to the hot water heater? Whether it was just a part, or whether he replaced the entire unit?

A At this time I cannot tell you

Q Did you discuss -- do you think you discussed back then what he was going to do to fix the problem?

A Yes, absolutely.

Q Did you speak with him again about that situation?

A Yeah, we talked several times on the phone, about where he was in the process of getting this fixed and who was going to pay for this

Q And what did he tell you about that, who was going to pay for it?

A Well, we never -- I mean, this was something that we decided that our insurance company would take

Draft

care of. I mean I told him I have insurance, it 's great insurance. He said I do, too. And in consultation with my insurance company it was my clear understanding that they were going to handle this.

Q To the best of your knowledge did it get handled -- the first incident get handled by insurance?

A Yes.

A Anything else about your discussions with Mr. McCombs surrounding the first incident that you recall?

A No, sir.

Q What was the extent of the damage to the unit for the first incident?

A Wall damage, paint repair, water restoration. Had to call those folks in to extract all the water. I mean, it was a mess.

Q Which walls were involved?

A Do you want me to write on here, on this map?

Q That's probably a good idea. The only thing is we're going to probably need to use that for probably a couple of topics.

MR. SANSBURY. I can make copies and I can also get like a red pen and like different colors.

A Because this happened twice.

Q Right, good.

A So if we could make a copy -- two more copies of that, then I can do the first situation

MR. SANSBURY: Yes, I am going to make some copies.

A And then the second situation.

MR SANSBURY Okay.

(The deposition went off the record for a brief period.)

(Diagram was marked as Defendant's Exhibit Number 3.)

A So this is Exhibit Number 3 and I'll use the red pen. Okay, so this is situation one.

Q Yes. And we've got a reference in the record to Number 3, so you don't have to put an incident number one on there.

A Alright

Q Just show us which walls were damaged?

A So those were the walls that were wet Now, of course, that will include the flooring. Do you want me to do some shading on the floor, how bad did it got on the floor?

Q You can do that, yeah.

A Okay

Q It looks like the damage was in one particular area?

Copy

EXHIBIT B

A Well, their hot water heater is right above mine, so when it went down, it went down on all the walls and the carpet

Q Okay.

A But that was -- do you want me to go ahead and do that one?

Q Just give me one second and then we will get to that. They got your unit fixed back up after that incident?

A Correct

Q And it was okay?

A We felt that it was fine.

Q What happened next? You told us that there was another incident?

A There was another incident

Q When was that second one in relation to the first one?

A I feel it was nine months to a year

Q What happened?

A It happened again

Q You got a call from the tenants?

A Yes.

Q Now, was this the same tenants, or...?

A This is a different tenant.

Q This was the Goods?

A This were the Goods And they were good tenants They were wonderful. They're very good people.

Q Alright. So they called you and told you what?

A Called me said Alison, there is water all over the place. It's coming from upstairs.

Q Were they home at the time?

A No, they were not home at the time. So I got a call around 3:30 when the husband got home He is retired.

Q He told you there was water coming into the unit?

A Yes. And this time the water was worse. There was a lot more.

Q What did you do after you got the call?

A Ran over there. I called HOA, called -- either they called the people upstairs or I called -- they had to have contacted them because I did not know even who was up there, living up there at the time and I just didn't even go up there I was just furious. And this time the water damage was more. I mean, there was just a lot more.

Q Was that because there was nobody there?

A I guess so, yeah. I mean, it was just -- we had to get new carpet. It was terrible.

Q Did you contact the owner?

Draft

A I contacted Nationwide.

Q But did you contact -- did you talk to the people upstairs again?

A I don't -- I think the HOA contacted all of them I do not remember making contact with the people upstairs because at this point I was like seven months pregnant and absolutely furious Nothing that was going to come out of my mouth was going to be nice. So, I called HOA and...

Q They took care of it?

A I do believe so.

Q Did you ever go upstairs and see what the source of the problem was?

A No. They told me. Someone told me.

Q Who told you?

A HOA told me, I believe.

Q What did they tell you?

A That it was their hot water heater

Q Who with the HOA told you that? Do you remember?

A No It was our property manager and we get a new property manager every nine months, I feel like.

Q Do you know who the property manager was back then?

A No. Ravenel and Associates, and they...

Q Somebody would have a record of who the manager was?

A Yes, sir

Q Did you have any discussion with Mr. McCombs or Ms. Albert after the second incident?

A No

Q I do remember immediately getting on the phone with Nationwide and their rep. at the time -- I do not remember his name -- said that he would go over there and assess damage.

Q Did you meet with him over there?

A Eh-huh I did not.

Q But you did check out the damage, though?

A I checked out the damage on my place, yes, absolutely.

Q Alright. Go ahead and show us where the damage was. We will mark this as Exhibit Number 4. Show us where the damage was after the second incident?

A Okay. I'm going to write on -- well, you tell me. The ceiling was bubbling. Do you want me to -- I mean, there is not a ceiling on here for me to highlight it. Do you want me to write it in?

Q No, you've told us the ceiling was bubbled.

A Okay. The ceilings were -- had to be replastered or whatever you do with them for the

Copy

finished, after your unit was finished? Did you do anything to try to make sure that this wasn't going to happen a third time? I don't mean did you do anything, but did you make any sort of an inquiry of anybody to make sure that the problem had been taken care of and wouldn't happen again?

A I believe that Nationwide told me that they were getting a whole new hot water heater and that it wouldn't happen again and that they would work with the other -- you know, the upstairs people's insurance company to sort everything out and we felt comfortable with what we were told

Q Did you receive any communication from the HOA that the problem was going to be resolved?

A No From what I understood, it was not really an HOA deal

Q Well, I know it wasn't, but your communication had been with the HOA so I was going to ask you if you had had any communication?

A No, sir. After the initial contact with the HOA we went through our insurance company

Q And you said you haven't spoken with Ms. Albert or Mr. McCombs about the second incident?

A No, not that I recollect.

Q You didn't go to their unit after the second

incident...?

A No

Q ...to look around and see what the source was?

A No.

Q And your understanding of what the cause of the problem was, was based on what somebody at the management company told you? Right?

A Correct

Q The date that we have for the first incident is June, 2009.

A Okay

Q Does that sound like it could be right?

A Yes

Q Because you mentioned that it was nine to twelve months later that it happened again and this would make it more like fourteen or sixteen months?

A That still sounds right, because it was in such close proximity I was like how is this happening again? Did we not fix the problem a little while ago?

MR HALIO Okay. That's all the questions I've got at this time. I'll turn it over to Mr Sansbury

A Okay

CROSS EXAMINATION BY MR SANSBURY.

Q Ms. Thornley, my name is Robert Sansbury. I

Draft

represent one of the co-defendants in this case, Ragan Albert.

A Okay.

Q The full name is Ragan McCombs Albert. She was Gary McCombs' daughter and Mr. Halio, just to clarify, only represents Gary McCombs.

A Okay.

Q We have separate clients in the case. I wanted to kind of ask you a little bit more about your relationship with Ragan. She actually owned the unit above you, but you said something about her being a tenant?

A No.

Q Okay. Well, what was that about?

A When the first incident happened there was a tenant in -- because they had already moved out They had moved

Q And you said they. Who?, the Alberts?

A The Alberts had moved out and there was one single female that was the renter when the first incident happened.

Q Okay. Did you all ever hang out as neighbors, like...?

A Never.

Q ...cook dinner or have a glass of wine and...?

A Never.

Q Okay, I'm going to ask you, even if you know where I'm going with my questions, if you don't mind just let me finish my question, that way it will keep it separate on the transcript?

A Okay

Q Thank you. Are there any conversations you had with Ragan Albert, or her husband, Robert Albert, about this case other than what we have already discussed?

A No

Q And I understand you did not file this lawsuit, Nationwide Insurance Company filed this lawsuit on your behalf to recover money they paid, I guess, to complete the restorations?

A Correct

Q Okay. Did you actually receive any money from the repairs to your condo from Nationwide, or did they just pay the guys directly?

A I believe they paid the guys directly.

Q Would that be for both incidents we've talked about, the '09 and the second...?

A Correct

Q Okay. Sometimes people still have money to recover in a subrogation lawsuit, like a deductible or something. Do you know if there is anything like that?

Draft Copy

A I had to personally pay a deductible
Q Okay. So you could potentially get the deductible back from this case, then?
A I guess so. I mean, if that's how it works.
Q What deductible did you pay?
A I do not know the total.
Q Okay. Do you have a ball park idea, or...?
A Fifteen hundred dollars. It would have been two separate deductibles.
Q Yes, but I mean, the lawsuit today, though, is just about the 2010 incident.
A Okay.
Q So it would have been probably about fifteen hundred, as you recollect?
A Yes, sir.
Q Got you. And I saw that I think the full name they had listed for you was Alison Smith Thornley. Is Alison Smith your maiden name?
A Correct.
Q When did you actually get married and change your name?
A April 2nd, 2009.
Q And you said you were the sole owner of your condominium unit?
A Yes.

Q Do you still own it?
A Yes.
Q Have you met with plaintiff's counsel, Ms. Powers, before this deposition?
A Say that again?
Q Have you met with Natalie Powers, the attorney representing Nationwide, before this deposition?
A No.
Q Did you all talk on the phone at all?
A No.
Q Have you talked with anyone from Nationwide about this case?
A No.
Q What's the first that you heard about this subrogation lawsuit?
A It was the letter that you all sent me in the mail
Q For this deposition?
A Uh-huh Yes
Q We talked about this class action lawsuit on the building, the water intrusion, we talked about the 2009 incident and the 2010 incident. When was the first time that you recall water intrusion into your condo of any kind?
A The first 2009 incident.

Draft

Q And that was, I guess from your understanding, the hot water heater from the condominium above? Right?
A Correct
Q And like Mr. Halio said, if the records show it was on June 2nd, 2009 that all that occurred, would that be accurate to your memory?
A Correct
Q Are there any other issues involved in this lawsuit -- and when I say this lawsuit, the one we're here about today, other than water intrusion in your condominium in December of 2010 and the resulting damages from that water intrusion?
A Say that again?
Q So other than in this lawsuit we're here about today, are there any other issues that you're claiming were caused by the water intrusion in December of 2010, other than what you've already discussed?
A No, this is the only incident
Q Okay. But what I'm getting at is you talked about the -- I think on Exhibit 4 you drew some damage from the 2010 incident and I just want to make sure that we have pretty much covered all of that?
A Correct
Q Okay.
A There has been no other water damage prior ..

Q And none other from this case?
A Correct.
Q That's what I'm trying to figure out. I will go ahead and just mark a couple of things here.
(Photographs marked as Defendant's Exhibits 5 and 6.)
Q So let's go over Defendant's Exhibit 5. These are photographs given to me by Farm Bureau of what they told me was the 2009 incident. I want you, if you can, just look at the first and second page of Defendant's 5 and let me know when you've had a chance to glance it over?
A Okay.
Q Alright. And are the photographs in Defendant's Exhibit 5, are those a fair and accurate depiction of the damage from the 2009 water intrusion?
A Is this my unit, or their unit?
Q Okay. Well, it looks like it might be the upstairs unit.
A Correct.
Q I may have been mistaken. I was hired by Traveler's Insurance so forgive me on that. I have mixed it up, so...
A This is not my unit
Q Okay. So that's not your unit? And the

Copy

photograph on the second page, which I've blown up, Defendant's Exhibit 6, that's not your unit either, then?
A This is not my unit
Q Okay. I misunderstood, then. Thank you for clearing that up. I think you talked about the Boss Restoration guys came and did a lot of the repairs from the June 2nd, 2009 incident. Do you recall from start to finish how long it took them, when the unit was actually repaired from that '09 incident?
A I mean, it took several days to dry everything out.
Q Okay.
A That was the main issue with the 2009 incident. I don't believe we had -- we did not have to do carpet I don't believe we had to repaint.
Q Okay. So from start to finish, the whole thing was a couple of days, maybe?
A Several days.
Q From the time that I guess the 2009 incident was completely back to normal, you know, the repairs were done, until this 2010 incident we're here about today, did you notice any other water issues?
A No.
Q Okay. Do you have any personal knowledge as to whether or not my client, Ragan Albert, and -- we're not

talking about Gary right now, just my client -- did anything to cause or contribute to the water intrusion into your condo on June 2nd, 2009?
A Do I have any personal knowledge...?
Q Correct.
A . of her doing anything to cause this?
Q To cause or contribute to it? Yes.
A I mean, I don't know if she regularly got her hot water heater checked on. You know, when my guys come and check my air conditioner they do -- they check my hot water heater too and they let me -- I don't know what her personal relationship was with the hot water heater, so I don't know if I'm answering that question.
Q Sure. Maybe I can re-ask it and we can do it that way. So we'll start with the June 2nd, 2009 incident and then we will go on to the incident we're here about today, December, 2010. And I'm not asking about what you're guessing or don't know or whatever. I'm just asking what you do know.
A Okay
Q Do you have any personal knowledge whether or not Ragan Albert did anything to cause or contribute to water intrusion into your condo on June 2nd, 2009?
A No.
Q Okay. Alright, the same question for the 2010

Draft

incident. Let me ask, if you don't mind, for the record. Do you have any personal knowledge as to whether or not Ragan Albert did anything to cause or contribute to water intrusion into your condo in December of 2010?
A No
Q I want to ask you a little bit more about this class action lawsuit and kind of see what you know or see what you don't know.
MR. SANSBURY: Will you mark these next two, please? I'll take these back, take those stickers off.
Stipulation of Dismissal marked as Defendant's Exhibit 5, Third Amended Summons marked as Defendant's Exhibit 6.)
(The deposition went off the record for a brief period.)
Q Thank you for your patience. Let's get to a couple of exhibits here and I'll do my best to go as fast as I can. Okay?
A Okay
Q We will start with Defendant's Exhibits 6 and 5. And these are newly marked exhibits that are 6 and 5. Okay?
A Okay
Q And if you can just kind of glance over them

real quick and then I'll ask you some questions about them. Let's start with Defendant's Exhibit 6, which is I think the one underneath that. This is a Third Amended Summons and Complaint in what is actually called a class action lawsuit involving Cambridge Lakes Condominium Home Owners Association. Is that actually where your condo is?
A Correct
Q Okay. And do you recognize this document, Defendant's Exhibit 6?
A I have never personally seen this document
Q Okay. It's got on the first page -- I want to draw your attention to something. About halfway down the right hand side there is a Alison Smith named. Is that you?
A It's on the right side?
Q Yeah, it's about halfway down that caption? Right beside that.
A So these are all the owners. Correct, these are all the owners and we were the plaintiffs and we were versus the Bostic Brothers Construction This is the -- yes, okay, now I understand what we are talking about.
Q Okay, great. So there is Alison Smith, and that would be you?
A Correct, that would be me.

Copy

photograph on the second page, which I've blown up, Defendant's Exhibit 6, that's not your unit either, then?
A This is not my unit
Q Okay. I misunderstood, then. Thank you for clearing that up. I think you talked about the Boss Restoration guys came and did a lot of the repairs from the June 2nd, 2009 incident. Do you recall from start to finish how long it took them, when the unit was actually repaired from that '09 incident?
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A Several days
Q From the time that I guess the 2009 incident was completely back to normal, you know, the repairs were done, until this 2010 incident we're here about today, did you notice any other water issues?
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talking about Gary right now, just my client -- did anything to cause or contribute to the water intrusion into your condo on June 2nd, 2009?
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Q Correct.
A ...of her doing anything to cause this?
Q To cause or contribute to it? Yes.
A I mean, I don't know if she regularly got her hot water heater checked on You know, when my guys come and check my air conditioner they do -- they check my hot water heater too and they let me -- I don't know what her personal relationship was with the hot water heater, so I don't know if I'm answering that question.
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A Okay.
Q Do you have any personal knowledge whether or not Ragan Albert did anything to cause or contribute to water intrusion into your condo on June 2nd, 2009?
A No
Q Okay. Alright, the same question for the 2010

incident. Let me ask, if you don't mind, for the record. Do you have any personal knowledge as to whether or not Ragan Albert did anything to cause or contribute to water intrusion into your condo in December of 2010?
A No.
Q I want to ask you a little bit more about this class action lawsuit and kind of see what you know or see what you don't know.
MR. SANSBURY. Will you mark these next two, please? I'll take these back, take those stickers off
Stipulation of Dismissal marked as Defendant's Exhibit 5; Third Amended Summons marked as Defendant's Exhibit 6)
(The deposition went off the record for a brief period.)
Q Thank you for your patience. Let's get to a couple of exhibits here and I'll do my best to go as fast as I can. Okay?
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Q And if you can just kind of glance over them

real quick and then I'll ask you some questions about them. Let's start with Defendant's Exhibit 6, which is I think the one underneath that. This is a Third Amended Summons and Complaint in what is actually called a class action lawsuit involving Cambridge Lakes Condominium Home Owners Association. Is that actually where your condo is?
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Q Okay. And do you recognize this document, Defendant's Exhibit 6?
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Q Okay. It's got on the first page -- I want to draw your attention to something. About halfway down the right hand side there is a Alison Smith named. Is that you?
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Q Yeah, it's about halfway down that caption? Right beside that.
A So these are all the owners Correct, these are all the owners and we were the plaintiffs and we were versus the Bostic Brothers Construction. This is the -- yes, okay, now I understand what we are talking about
Q Okay, great. So there is Alison Smith, and that would be you?
A Correct, that would be me

DRAFT COPY

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS
NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, Plaintiff, vs. GARY MCCOMBS & RAGAN MCCOMBS ALBERT, Defendants.	)	Civil Action No. 2013-CP-10-7203 **AFFIDAVIT OF RAGAN MCCOMBS ALBERT**

PERSONALLY APPEARED BEFORE ME the undersigned who, after being duly sworn, deposes and states as follows:

1. My name is Ragan McCombs Albert, and I am the owner of a condominium at Cambridge Lakes Horizontal Property Regime, #1531 Cambridge Lakes Drive ("the condominium unit"). I was the owner of the condominium unit during the time period relevant to this lawsuit. My date of birth is August 29, 1979, and I reside in Charlotte, North Carolina.

2. In June of 2009, I was notified of a leak in the condominium unit that was found to be caused by the hot water heater. My father, Gary McCombs, replaced the hot water heater with a brand new one that we purchased from Lowe's. That hot water heater is still in use at the unit today. I am unaware of any problems with the hot water heater and was not aware of any alleged issues with it until I was served with this lawsuit.

FURTHER, THE DEPONENT SAYETH NAUGHT.

[SIGNATURE ON NEXT PAGE]



Ragan McCombs Albert

SWORN TO and subscribed before me

this 15 day of July, 2014

Notary Public of the state of NC.

My Commission Expires: 11/7/14

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Nationwide Property & Casualty Insurance Company,

Plaintiff,

vs.

Gary McCombs and Ragan McCombs Albert;

Defendants:

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2013-CP-10-7203

FILED
2014 JUL 14 AM 11:32
JULIE J. ARMSTRONG
CLERK OF COURT
BY

AFFIDAVIT

Personally appeared before me, Gary McCombs, who being first duly sworn, alleges and says:

My daughter, Ragan McCombs Albert, is the owner of a condominium at Cambridge Lakes Horizontal Property Regime, #1531 Cambridge Lakes Drive. In June 2009, I was notified of a leak at her unit that was found to be caused by the hot water heater. I replaced the hot water heater with a brand new one that I purchased from Lowe's. That hot water heater is still in use at the unit today. I am unaware of any problems with the hot water heater and was not aware of any issues with it until I was served with this lawsuit.

Gary McCombs

SWORN to before me
this 11th day of July, 2014

Notary Public for South Carolina
My Commission Expires: 9/5/22

EXHIBIT
D

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston) COURT

NATIONWIDE PROPERTY &)
CASUALTYINSURANCE COMPANY) Case No.: 2013CP107203
)
PLAINTIFF,
vs.)
) RESPONSE TO INTERROGATORIES, REQUESTS FOR ADMISSION AND REQUESTS FOR PRODUCTION OF DOCUMENTS
GARY MCCOMBS)
)
RAGAN MCCOMBS ALBERT)

DEFENDANT(s).

Comes now Plaintiff, for Plaintiff's Response To Defendant(s)'s First Interrogatories, Request For Production Of Documents And Requests For Admissions state:

OBJECTIONS APPLICABLE TO EACH INTERROGATORY AND REQUEST

1. All Requests are hereby objected to, to the extent such Requests seek to discover information, documentation or tangible evidence protected from disclosure by the attorney-client privilege, accountant-client privilege, S.C.R. Civ.P. 26 and/or the work product immunity which will not be divulged or produced ("protected material").
2. All Requests are hereby objected to, to the extent such Requests seek to discover information, documentation or



tangible evidence protected from disclosure by reason that such are overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence ("non-discoverable material").

3. All Requests are hereby objected to, to the extent such Requests seek to impose duties in responding to the Requests greater than those required by the Statute or Superior Court Rules ("non-required material").

INTERROGATORIES

1. Give the names and addresses of persons known to the party or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE: As Plaintiff has not yet specifically identified all witnesses, Plaintiff will update this response, prior to trial, in accordance with the applicable rules of Court. At this time, Plaintiff plans to call the following witness:

Katie Crookshank
Claims Specialist- Subrogation
Nationwide
515-508-2731
crookskl@nationwide.com

Plaintiff may also call the Plaintiff's Insured in this case.

Alison Thornley
1209 Bridgeport Drive
Mount Pleasant, SC 29466
843-270-3327

Plaintiff reserves the right to amend this response, as permitted and required by the South Carolina Rules of Civil Procedure if it plans to call further witnesses.

2. For each person known to the party or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

RESPONSE: There are no recorded statements of the witness. The witnesses will testify to the facts of the case to which they have personal knowledge. This may include the status of the claim with Plaintiff, the damage to the Plaintiff's insured's property, and other related information.

3. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

RESPONSE: Plaintiff objects to this request as it is not reasonably limited in scope or time and therefore vague and

unduly burdensome. Without waiving that objection and subject thereto, Plaintiff has provided the attached documents.

4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.
RESPONSE: Plaintiff objects to this request at it is impermissible under the South Carolina Rules of Civil Procedure. Without waiving that objection and subject thereto, Plaintiff has provided the attached documents.

5. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of this case. For each expert, set forth the opinions to be offered at the trial of this case.
RESPONSE: Plaintiff has not retained the services of an expert witness at this time. Plaintiff reserves the right to amend its witness list prior to trial. As Plaintiff has not yet specifically identified all witnesses, Plaintiff will update this response, prior to trial, in accordance with the applicable rules of court.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY	)	Case No.: 2013CP1007203
PLAINTIFF,	)	
vs.	)	**PLAINTIFF'S REPLY TO DEFENDANTS'S MOTION**
GARY MCCOMBS	)	
RAGAN MCCOMBS ALBERT	)	
DEFENDANT(S).	)	

REPLY TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT
And PLAINTIFF'S CROSS-MOTION FOR SUMMARY JUDGMENT

Now Comes Plaintiff, NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, in response to a Motion for Summary Judgement filed by each Defendant, states the following:

PROCEDURAL ISSUES

1. The Defendants Gary McCombs and Ragan McCombs Albert have filed motions requesting summary judgment in this matter.

2. The Plaintiff believes that issues of material fact exist as to liability. In fact, the issues of liability of both Defendants for the moisture coming from the above apartment are so clear that the Plaintiff hereby moves for summary judgment against both Defendants. The facts also are clear as to the liability of adjoining condo owners for water intrusion and Plaintiff moves for summary judgment against Defendant Ragan McCombs Albert and Gary McCombs.

FACTS OF THIS CASE

3. The Plaintiff is the Insurer of Allison Thornley the owner of a condominium located in Mount Pleasant South Carolina. On two separate occasions, as described in the Deposition of Ms. Thornley, there was water intrusions, including an incident on or about December 2010, from the above condominium owned by Ragan Albert McCombs and maintained by Gary McCombs.

MOTION FOR SUMMARY JUDGMENT

4. Defendants Ragan Albert McCombs and Gary McCombs each contends in its Motion for Summary Judgment dated July 11, 2014 and July 14, 2014 respectively, that no genuine issue of any material fact which would allow Plaintiff to recovery from the Defendants exists. This is clearly not true.

5. Depositions of the Plaintiff's Insured, Allison Thornley, supports the facts alleged in the complaint with these particulars:

a. Water invasion into condominium occurred on two separate occasions. (Thornely Dep. 22:15,20, 35:25)

b. The damage to the insured's condominium which is subject to this law suit was not a result of any issue pertaining to an previous class action law suit.(Thornely Dep. 22:15)

c. Gary McCombs was the caretaker of the condominium located above Alison Thonrley's and he was involved in fixing the water heater after the incident in 2009 occurred. (Thornely Dep. 17: 3-9)

d. Alison Thornley's tenants called her while she was at work and indicated there was water pouring down the walls in 2009. (Thornley Dep. 17:18-19)

e. There was a second incident after the first and a different set of tenants were in the unit. (Thornely Dep. 22: 20-24)

f. The tenants called Allison Thornley and indicated there was water in the condominium which case from the upstairs. (Thornely Dep. 24:3-12)

6. The Plaintiff will support this reply and Motion with an affidavit from the Plaintiff.

STANDARD OF REVIEW

Under South Carolina law, "summary judgment may be rendered only when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Additionally, it must be shown that further inquiry into the facts of the case is not desirable to clarify the application of

the law." *Folkens v. Hunt*, 290 S.C. 194, 196, 348 S.E.2d 839, 841 (Ct. App. 1986).

"All ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party. Even when there is no dispute as to the evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied." *Nelson v. Charleston County Parks & Recreation Comm.*, 362 S.C. 1, 605 S.E.2d 744 (Ct. App. 2004). If "the parties vehemently dispute the inferences and conclusions to be drawn from the undisputed facts, . . . that simply establishes that summary judgment is not appropriate[.]" *Montgomery v. CSX Transp., Inc.*, 656 S.E.2d 20, 29 (S.C. 2008).

"When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party. Moreover, since it is a drastic remedy, summary judgment should be cautiously invoked so that a litigant will not be improperly deprived of a trial on disputed factual issues." *Englert, Inc. v. LeafGuard USA, Inc.*, 377 S.C. 129, 133-34, 659 S.E.2d 496, 498 (2008). "If triable issues exist, those issues must go to the jury." *Schmidt v. Courtney*, 357 S.C. 310, 592 S.E.2d 326 (Ct. App. 2003).

"Because summary judgment is a drastic remedy, it must not be granted until the opposing party has had a full and fair opportunity to complete discovery." *Id.* (internal quotation

marks omitted); accord *Lanham v. Blue Cross and Blue Shield of South Carolina, Inc.*, 349 S.C. 356, 363, 563 S.E.2d 331, 334 (2002); Doe v. Batson, 345 S.C. 316, 322, 548 S.E.2d 854, 857 (2001); *Baughman v. American Telephone and Telegraph Co.*, 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991).

The South Carolina Supreme Court recently clarified earlier confusion about whether a scintilla of evidence is sufficient to defeat summary judgment. *Hancock v. Mid-South Management Co., Inc.*, 673 S.E.2d 801, 802-3 (S.C. 2009). In Hancock, the Court held that "in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Id.* at 803. A scintilla has consistently been defined by our state Supreme Court as "any material evidence that, if true, would tend to establish the issue in the mind of a reasonable juror." *Young v. Hyman Motors, Inc.*, 199 S.C. 233, 19 S.E.2d 109 (1942) (quoting *Turner v. Am. Motorists Ins. Co.*, 176S.C. 260, 180 S.E. 55 (1935)). Accordingly, when the ordinary burden of proof is applicable, only a scintilla of evidence is required to withstand summary judgment. *Id.*

Thus, in light of Hancock and because "summary judgment is a drastic remedy, summary judgment should be cautiously invoked to ensure a litigant is not improperly deprived of a trial on disputed factual issues." *Platt v. CSX Transportation, Inc.*, 379 S.C. 249, 256-7, 665 S.E.2d 631, 635 (Ct. App. 2008) (citing

Helena Chem. Co. v. Allianz Underwriters Ins. Co., 357 S.C. 631, 644, 594 S.E.2d 455, 462(2004); *B & B Liquors, Inc. v. O'Neil*, 361 S.C. 267, 270, 603 S.E.2d 629, 631 (Ct. App. 2004)). *Id.* The Plaintiff has stated facts sufficient to constitute a cause of action and support relief. Motion to dismiss for failure to state a claim should not be granted if facts alleged and inferences reasonably deducible therefrom entitle the plaintiff to relief under any theory. A judgment against the plaintiff is not proper if there is an issue of fact raised by the complaint which could be determined by the finder of fact in favor of the plaintiff. Clearly, the Plaintiff has alleged negligence and a duty owed her by each of the Defendants who seek Summary Judgment. The Defendants have not established that there is no genuine issue as to any material fact relating to their duty to Plaintiff. Even when there is no dispute as to the evidentiary facts (which there is in this case), but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Redwend Lts. Partnership v. Edwards*, 354 SC 459, 468, 581 SE2d 496, 501 (Ct. App. 2003).

Discovery is not complete. The Plaintiff has not had an opportunity to depose the Defendants. The Plaintiff has not yet retained experts regarding construction and maintenance of the above condominium. Summary judgment must be denied when further inquiry into the facts is desirable to clarify the application of the law. *Ford v. SC Dept. of Transp.*, 328 SC 481, 492 SE2d 811, 813 (Ct. App. 1997).

Even when there is no dispute as to the evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Wilson v. Style Crest Products, Inc., 367 SC 653, 656, 627 SE 2d 733, 735 (2006).*

This _____ day of _____, 20___.

By: _____

NATALIE POWERS or TRACE DILLON
S.C. Bar No. 80705 or 16857
Attorney for Plaintiff
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577 (Facsimile)

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)
)
NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY) Case No.:2013CP1007203
)
PLAINTIFF,
vs.)
) **CERTIFICATE OF SERVICE**
)
GARY MCCOMBS)
RAGAN MCCOMBS ALBERT)
)
DEFENDANT(S).

This is to certify that I have served the foregoing Pleading, Plaintiff's response to Defendant's Motion, via First Class U.S. Mail this _____ day of _____, 20____ addressed as follows:

GARY MCCOMBS
Andrew Halio, Esq.
1282 CHRISMILL LANE
MOUNT PLEASANT SC 29466

REGAN MCCOMBS ALBERT
Robert Sansbury
735 Johnnie Dodds Blvd.
Ste 200
Mt. Pleasant, SC 29464

This _____ day of _____, 20___.

By:_____
NATALIE POWERS or TRACE DILLON
S.C. Bar No. 80705 or 16857
Attorney for Plaintiff
THE DILLON LAW FIRM PC

1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577(Facsimile)

STATE OF SOUTH CAROLINA — COURT OF COMMON PLEAS

COUNTY OF CHARLESTON — 2013-CP-10-07203

NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY) — TRANSCRIPT OF RECORD

VS.)

GARY MCCOMBS, RAGAN MCCOMBS ALBERT) — AUGUST 1, 2014, CHARLESTON, SC

B E F O R E:

HONORABLE R. MARKLEY DENNIS, JR.

A P P E A R A N C E S:

NATALIE LOUISE POWERS, ESQUIRE
Attorney for the Plaintiff

ANDREW S. HALIO, ESQUIRE
Attorney for Defendant Gary McCombs

ROBERT RHETT SANSBURY, III, ESQUIRE
Attorney for Defendant Ragan McCombs Albert

Ruth L. Mott, RPR, CRR
Official Court Reporter

I N D E X

CERTIFICATE OF REPORTER 10

E X H I B I T S

NO.	DESCRIPTION	ID	EVD

(NONE MARKED)

- - -

THE COURT: All right. Good morning everyone. If you'll identify yourself and the party or parties you're representing, please.

MS. POWERS: Good morning, Your Honor, Natalie Powers. I represent the plaintiff, Nationwide Property & Casualty Insurance Company. I'm with the Dillon Law Firm.

MR. HALIO: Andy Halio for defendant Gary McCombs.

MR. SANSBURY: Robert Sansbury for defendant Ragan McCombs Albert.

THE COURT: Okay. Are all the motions still open?

MR. SANSBURY: Your Honor, the motion to dismiss by Defendant Albert has been resolved.

MR. HALIO: Yes, sir.

MS. POWERS: Your Honor, if I may approach, I do have an affidavit to submit. May I approach, Your Honor?

THE COURT: You may. It's not been previously filed?

MS. POWERS: No, Your Honor. I've not had a chance to file it. I did have to get the affidavit from my client. We just put these on the docket just a few weeks ago.

THE COURT: Has it been served on the defendant prior to today?

MS. POWERS: Your Honor, I did give it to them this morning. I did not serve it on them prior to today.

THE COURT: I'm sorry. Slow down.

MS. POWERS: Not prior to today, Your Honor. I did give

it to them this morning.

THE COURT: This is a motion for summary judgment?

MS. POWERS: Your Honor, both the defendants have filed motions for summary judgment, and Mr. Sansbury had previously filed a motion to enforce arbitration. I believe Nationwide and one of the other defendants' insurance companies are a part of the arbitration agreement.

THE COURT: All my question was, do you have any objection to the affidavits being considered?

MR. HALIO: I don't think so.

THE COURT: That's fine. That's all I was trying to get. All right. I'll be happy to hear from you on your motions for summary judgment. I assume they're dispositive of everything.

MR. HALIO: Yes, sir. Andy Halio for Gary McCombs. The other defendant represented by Mr. Sansbury is Rachel -- Ragan Albert, who is Gary McCombs' daughter, and she owns a condominium unit in Mount Pleasant at a development called Cambridge Lakes. Her unit is directly above the unit owned by Alison Thornley, who is insured by Nationwide; and, as you can probably guess, what we've got here, we've got some water in Alison Thornley's condominium unit.

Before we get to that, Judge, we've got a bunch of pleadings, and we've got a bunch of discovery. We've got a deposition from Alison Thornley. We can submit it if you

want. If not, I can hold it; but I think we all rely on whatever the record is in this case for this motion for summary judgment.

THE COURT: All right.

MR. HALIO: In June 2009 there was water intrusion from the upstairs unit that caused damage in the downstairs unit. It was determined that the incident was caused by the hot water heater in the upstairs unit, and my client, Gary McCombs, who by the way has no interest in his daughter's unit, came in and replaced it with a brand new unit that he bought from Lowe's.

THE COURT: Okay.

MR. HALIO: He talked to Ms. Thornley about the situation, told her what he was doing. As far as he knows, the hot water heater that he installed had been working properly since he put it in in 2009; and he had no idea there was any problem until this lawsuit, and he's filed an affidavit to that effect. In December 2010 there was apparently another water intrusion into the downstairs unit, which is the reason we're here today.

THE COURT: This is subsequent to the installation of the water heater.

MR. HALIO: Of the brand new water heater, a year and a half afterwards.

THE COURT: Okay.

MR. HALIO: Ms. Thornley said she's so mad she didn't talk to anybody except for her insurance company and the HOA, so she never went upstairs to find out what the problem was, and she didn't speak to either one of the defendants. She testified she had no personal knowledge of what caused the second incident. We asked the standard interrogatories, and there's no witness listed in the answers that have any knowledge of the facts of the incident except for Ms. Thornley; but, more specifically, what caused the leak, where it came from, and whose fault it was. The only other witness listed by the plaintiff, other than Ms. Thornley, was somebody from the subrogation department at Nationwide. The defendants, as I've mentioned, have provided affidavits to the effect that they have no idea what the plaintiff's talking about. As far as they know, the hot water heater's still working.

On behalf of Gary McCombs, we believe we're entitled to summary judgment because there's no competent evidence of, number one, what caused the water damage in December 2010; and, more significantly, no evidence of any negligence on his part that caused or contributed to the incident. We've got a water heater that was replaced in June 2009 that had worked for a year and a half properly, and as far as we know is still working properly. The mere fact that there was a leak that damaged the plaintiff insured's unit doesn't give rise

to liability. We have no witnesses who have been listed who would be able to provide the information necessary to maintain the cause of action. We don't know of any expert who looked at the hot water heater during the last three and a half years. We don't know of anybody who could possibly say this was Gary's fault this long after the fact. We've asked Nationwide for the file. We haven't received a single statement from a witness, not even a note from an adjuster saying I talked to this person and they know what happened. Basically, that's why we're here, Judge.

THE COURT: Okay. Let me hear from you, find out, as Paul Harvey used to say, the rest of the story. Tell me the other half.

MS. POWERS: Yes, Your Honor, the adjuster did have two separate reports.

THE COURT: Tell me what witness I could look at the affidavit of that says there's a problem with this person's apartment or something in there.

MS. POWERS: Your Honor, with the affidavit I submitted, there is information pertaining to two claims that showed the adjuster went out and looked at the unit.

THE COURT: I'm not asking about what he looked at. I'm asking you what caused the problem. Where's the evidence that said this was caused by the person that you've sued.

MS. POWERS: Your Honor, it's water intrusion from an

above apartment.

THE COURT: Ma'am, I wrote down *res ipsa*, and we don't have it in this state. You are arguing *res ipsa*, and I understand; water flows downhill, no question about it, but doesn't mean that somebody did something wrong.

MS. POWERS: Right, Your Honor.

THE COURT: Furthermore, you've got to prove what they did.

MS. POWERS: Your Honor, I believe that that's a question of fact.

THE COURT: Thank you. That's all you've got, basically that they looked at it and there was damage?

MS. POWERS: Yes, Your Honor. It's included in their report there.

THE COURT: Okay. That's it?

Motion's granted.

MR. SANSBURY: Thank you, Judge.

THE COURT: And yours as well.

MR. HALIO: Thank you.

THE COURT: Thank you.

MS. POWERS: Thank you, Your Honor.

THE COURT: Appreciate you all coming.

MR. SANSBURY: Your Honor, would you like us to prepare an order?

THE COURT: I'm going to say motion for summary judgment

granted. Do you want a formal order, Ms. Powers?

MS. POWERS: No, Your Honor.

THE COURT: That's fine.

MS. POWERS: A form order's fine.

THE COURT: Form order's fine. Thank you very, very much, and I appreciate it, and we'll make sure these get filed as well.

MS. POWERS: Thank you, Your Honor. I appreciate that.

THE COURT: Sure, glad to help. Have a great day.

--- END OF TRANSCRIPT OF RECORD ---

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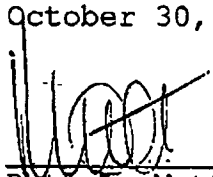
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned Ruth L. Mott, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete transcript of record of all the proceedings had and evidence introduced in the matter of the above-captioned case, relative to appeal, in the 9th Judicial Circuit Court for Charleston County, South Carolina, on the 1st of August, 2014.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

October 30, 2014



Ruth L. Mott
Official Court Reporter

STATE OF SOUTH CAROLINA)
: IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) Case No. 2013-CP-10-7203

NATIONWIDE PROPERTY & CASUALTY INSURANCE CO.,

Plaintiff,

-vs-

GARY McCOMBS and RAGAN McCOMBS ALBERT,

Defendants.

DEPOSITION OF:

MS. ALISON SMITH THORNLEY

COPY

Given before Raymond E. Swartz, Notary Public and Certified Court Reporter, in the office of Robert R. Sansbury, III, 735 Johnnie Dodds Boulevard, Suite 200, Mt. Pleasant, South Carolina on Friday, July 11th, 2014, commencing at 10:00 o'clock, a. m.

COPY

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INDEX TO EXAMINATIONS:

	Page
Direct Examination by Mr. Halio	3
Cross Examination by Mr. Sansbury	31
Cross Examination by Ms. Powers	55
Redirect Examination by Mr. Halio	61
Recross Examination by Mr.Sansbur	63
Recross Examination by Ms. Powers	69

INDEX TO EXHIBITS:

Defendant's Exhibits:

1.	Photographs	7
2.	Diagram	10
3.	Diagram	21
4.	Diagram	25
5.	Stipulation of Dismissal	40
6.	Third Amended Summons	40
7.	Kaufman Estimate Cost	48

Plaintiff's Exhibits:

1.	Check Listing	59
2.	Summary for Dwelling	60

It was stipulated by and between counsel for the parties that this deposition is taken pursuant to notice and that all questions as to notice are waived; that all objections, save as to the form of the question, are reserved until the time of trial; that the deposition is taken pursuant to the South Carolina Rules of Civil Procedure, for the purposes allowed therein; and that the deponent was explained her right to read and sign the deposition and waived that right.

(Ms. Alison Smith Thornley, having been duly sworn, testified as follows:)

DIRECT EXAMINATION BY MR. HALIO:

Q Please state your name?

A Alison Thornley.

Q Ms. Thornley, my name is Andy Halio. I represent Mr. and Mrs. McCombs in an action that's been brought by Nationwide for what we call a subrogation case where they paid out some money and they're trying to collect it back from the people they feel are responsible and your name came up in the witness list. It's really Nationwide's only list, so we're here to ask you what you know about the situation. Have you ever given a deposition before?

A No.

Q We're going to ask you some questions and just give us the best answer you've got. If at any time during the deposition I ask you something you don't understand, please ask me to repeat or rephrase it; if any of the other attorneys ask you a question you don't understand, ask them to repeat or rephrase it. If you need a break during the deposition just say I need a break?

A Okay.

Q One thing I would ask you to do is to make sure you give a verbal response loud enough for him to hear, because he's going to prepare a transcript that we can all read later.

A Absolutely.

Q And we want to have an accurate transcript. Alright, with that let's go ahead and get down to it. I'm going to ask you a few questions about yourself and I'm not being nosy or intrusive. We just want to find out a little bit about you. What is your current residence address?

A It's 1209 Bridge Point Drive, Mount Pleasant, South Carolina 29466.

Q Alright. Is that a single family residence or a condominium, or what?

A It's single family.
Q Who do you live there with?
A My husband, Chris Thornley.
Q Anybody else?
A I have a child, Ellis Thornley.
Q Okay.
A And that's it.
Q Alright. Do you have any -- are you from Charleston?
A Uh-huh.
Q Or Mount Pleasant?
A Yes, the Charleston area, Goose Creek, Summerville area, and we have lived in Charleston or Mount Pleasant for fifteen years.
Q Do you have any relatives other than your immediate family living in Charleston County?
A No.
Q I assume you graduated high school?
A Yes.
Q Which one?
A Stratford High School.
Q Did you go to college?
A I did.
Q Where did you go?
A Francis Marion University.

Q Did you get a degree?
A I did.
Q When did you get a degree?
A 1999.
Q What was it in?
A Bachelor of Science and degree is Secondary Education.
Q And when we were scheduling the deposition I got the impression that you worked for -- I got the impression you worked for the school system?
A I work for Berkeley County School District. I'm the Assistant Principal of Hanahan High School.
Q And how long have you held that job?
A With the Berkeley County Schools, or at Hanahan?
Q Hanahan?
A This is my third year at Hanahan High School. My fourteenth or fifteenth year with Berkeley County School District. Prior to that I was at Stratford High School as an Assistant Principal.
Q Have you ever been involved in a lawsuit?
A Never.
Q So this will be your first deposition?
A Correct.
Q Do you own a condominium at 1515 Cambridge

Lakes Drive?

A Yes.

Q What is the complex there? What's the name of it?

A Cambridge Lakes.

Q Just one unit?

A One unit.

Q How long have you owned that unit?

A Since 2008, I believe. 2008.

Q We've been furnished with some photographs by Nationwide's attorney. I just want to get sort of a idea of what we're looking at here. Is **Exhibit Number 1.** a picture of...?

A The bottom unit, the end unit.

Q Okay. How large is your unit? The square footage?

A I believe it's about thirteen hundred square feet.

Q Is it just you that owns it, or you and your husband?

A It's just me. It's in my name.

Q Did you ever live there?

A I did.

Q How long did you live there?

A I lived there before I purchased it for about

nine months and then we started renting it.

Q Is it one floor?

A Yes. One floor, three bedrooms.

Q When you bought it was it new or had it been..?

A It had been previously owned. They were built in 1996 and they were rentals.

Q All of them?

A They were all rentals and then they were converted to privately owned condominiums and I don't know the date or the year of that. But there was one owner and then...

Q You bought it from the...?

A The original owner.

Q ...original owner?

A Yes.

Q Was that the owner of the...? You bought it from the owner of the complex? The person who owned the whole complex?

A No, it was a rental. Then a woman named Mary Robertson bought it.

Q Bought that one unit?

A Bought that one unit, once they were converted to condos and then I purchased it from Mary.

Q Alright. We have got what looks like a little drawing of a floor plan in with the documents from the

company that did some work there. Have you ever seen that particular diagram before?

A Not seen this particular one. But this is not accurate.

Q That is not accurate?

A There is a bedroom -- so this is a two bedroom, but there is a doorway here and there is a whole separate master bedroom here.

Q Can you add that to the diagram?

A Absolutely. But I don't know the square footage, of course. Master. And then the master goes into a bathroom. And then, of course, there is the master closet.

Q Alright. I can't read the printing on that sheet. Can you kind of just point out what the other rooms are?

A This?

Q Yes.

A Do you want me to write it in here?

Q If you don't mind.

A Yes. This is the living room. This is -- when you walk in it's all open concept. There is the dining room here. There is no walls. I'm going to do a little...

MR. SANSBURY: Are you going to refer to

this as **Exhibit 2?**

MR. HALIO: Yes.

A This is the kitchen. This is bedroom, hall, bath, bedroom, closet, closet, storage. And I'm going to do a little like this because this is a screened in porch.

Q Where is the hot water heater located?

A My hot water heater?

Q In your unit, yeah?

A Right her in the storage closet.

Q In the storage? Okay. Alright, great.

(Diagram marked as Defendant's Exhibit 2.)

Q So this is how accurate?

A That is accurate.

Q Are all the units the same? I know you mentioned something about...?

A There are two bedroom units and then there is three bedroom units. So possibly what I just added to was the two bedroom unit floor plan.

Q Okay. Have you ever been up to the unit above you?

A I have.

Q Is it the same floor plan?

A I'm like ninety percent sure it's a three bedroom, as well.

Q The same way as yours?

A Yes. It's been a while, but...

Q In the 2009-2010 time frame did you have it rented?

A I did.

Q Was it the same person, or was it more than one person who rented it?

A The same person? What do you mean? I had two different renters.

Q Right.

A So when I left in 2009 I rented it to three people. This was when the first hot water heater incident happened.

Q Okay.

A And they moved out after a year's lease. I got a family in there and that's when this second hot water heater incident happened.

Q And when was that?

A I'm going to say 2011. I don't know the exact date.

Q Alright.

A And I'll be very honest. When the insurance company said we're going to handle this claim and we're going to handle either getting the money back or paying for this, I said okay. So I did not keep pictures or

paperwork from -- I never received any pictures or paperwork from the insurance company because they told me that they were taking care of this.

Q So you don't have any documentation? Is that right?

A I don't have any documentation.

Q Okay.

Q There was no need -- per the insurance company, they were taking care of this.

Q Right.

A So...

Q That's fine. I just wanted to make sure you didn't have any. Do you remember the names of the renters?

A The second renters is John -- I'm sorry, Jim and Sharon Good. They have recently moved out, as in the last month.

Q Is there an "E" on the end of that name?

A No.

Q G-o-o-d?

A G-o-o-d.

Q Okay.

A And prior to that, because there was three of them, three younger college kids, I don't remember their last names and I didn't bring their lease.

Q Do you have the leases so that if for some reason we could get copies?

A Yes, absolutely.

Q You're insured by Nationwide? Is that right?

A Yes.

Q Are you still with them?

A Yes.

Q How long have you had Nationwide?

A At least since 2008. I believe I had renters insurance with them prior to that. I have always used Nationwide, cars, all that.

Q Now, we're here about some alleged water damage to your unit caused by the hot water heater. Have there been any other water damage issues in regard to these condominium units?

A There was a lawsuit that is done and over with now about when they converted -- or I guess the HOA, the condominium complex was suing the contractors that built and that converted from the apartments to the condominiums. There was quite a few condominiums that had window issues that would let water in in the window seals. But that's the only other water issues that I know of.

Q Was your unit affected by any of the window problems?

A No.

Q Were you a party to the lawsuit?

A Everyone was a party to the lawsuit.

Q A class action?

A Yes. John C. Hayes was the attorney over the lawsuit.

Q Right. Were you involved in the lawsuit, other than the fact that your name was on the lawsuit?

A They looked at my unit several times. They was in everybody's unit, though. So...

Q When it was all said and done did you receive any money?

A Never. I received a new porch, new windows, they re-bricked and got a new roof.

Q Did they give you all new windows, or just some new windows?

A I cannot honestly answer that. I thought everyone got new windows, but I was not on the premise. I had renters in there and they would keep me abreast of what was going on. Hey, Alison, we're getting new windows. Hey, Alison, we got a new porch today. But they never said we got all three or all five new windows. So I do not know.

Q Okay.

A But there was no water damage with any of those

windows to begin with.

Q What was the issue -- was there anything wrong with your porch, that they replaced it?

A They just were not built to code. I think some people had problems with their porches. I never did. I'm on the ground floor. But everyone got a new porch.

Q Brand new?

A Rebuilt.

Q Rebuilt?

A The original porch taken off and a new porch put on.

Q And when it was re-bricked was the entire outside re-bricked?

A I don't believe the entire. I believe around the windows were re-bricked because that was where the water was coming in because they was not properly installed to begin with.

Q So that's what you got? Did anybody else in the complex, to the best of your knowledge, get anything more than a new porch, new windows, new roof and re-bricked?

A Not that I know of.

Q Do you think everybody got the same? Or do you know?

A I know -- no, everybody did not get the same

because I know that there were other units that had some structural issues. But I don't know what that was and I -- I mean, I don't want to sit here and say the wrong thing, so I would refer you to our attorney.

Q Was there any problems -- to the best of your knowledge, any problems with the heating and air conditioning units?

A No. And to the best of my knowledge, there was no problem with anybody's hot water heater.

Q How about your hot water heater? Is that the original?

A Yes, sir.

Q You haven't had to replace it?

A No, sir.

Q Who lives in the unit above you?

A I have no idea. Currently I have no idea.

Q Who owns that unit?

A I do not know.

Q Do you know Ragan McCombs Albert?

A That is the tenant that owned it when the hot water heater issues occurred.

Q Did you know Ragan Albert?

A Do I know her personally?

Q Did you ever meet her?

A Yes. I met her in passing in the hallway. And

then I met her father when the first incident happened. They had moved to Atlanta by this time and he was the caretaker of the property while they were residing in another city.

Q That would be Gary McCombs?

A Correct. But who owns it now I do not know.

Q You said you met Gary McCombs after the first incident?

A Yes, sir.

Q Had you met him before that?

A No, sir.

Q And this was back in 2009? Is that right?

A When the first incident occurred, yes.

Q Were you still living there?

A No. That's when I had my first set of renters in there.

Q Okay.

A They called me at work and said there is water pouring down the walls. Luckily they were home during the day when this happened, instead of at work. I called the HOA and they gave me the information of the folks that owned the unit.

Q Did you get into contact with them?

A I believe I did.

Q What happened?

A They rushed home and disconnected things and stopped the water.

Q Was this Mr. McCombs? Did he rush home?

A No. You're talking about the father?

Q Right. Who came and cut the water off?

A He did. I'm thinking back. It was a female tenant that lived there at the time and she got us in contact with the father.

Q Alright. And you had a discussion with the father around this time? Right?

A Yes.

Q Tell me about that discussion? Was it over the phone, or in person, or what?

A It was -- I do not remember our first conversation. I don't remember if it was on the phone or in person. But we met. He came over. And I can't sit here and honestly tell you if that was our first conversation. But he came to the unit.

Q To your unit?

A To his unit. I met him there. And he...

Q What did you all talk about?

A What's going on, where is the water coming from. He told me it was the hot water heater and that he would figure out what was going on. And the end result, to my knowledge, was that it was -- there was a faulty

part in the unit.

Q The hot water heater unit?

A Yes, in the hot water heater unit, yes. And that it would be replaced. He said that he would replace it.

Q The part, or the heater?

A I knew you were getting ready to ask me that and I -- I cannot remember. I can't remember. That was 2009.

Q So you can't tell us what the repair was that Mr. McCombs did to the hot water heater? Whether it was just a part, or whether he replaced the entire unit?

A At this time I cannot tell you.

Q Did you discuss -- do you think you discussed back then what he was going to do to fix the problem?

A Yes, absolutely.

Q Did you speak with him again about that situation?

A Yeah, we talked several times on the phone, about where he was in the process of getting this fixed and who was going to pay for this.

Q And what did he tell you about that, who was going to pay for it?

A Well, we never -- I mean, this was something that we decided that our insurance company would take

care of. I mean I told him I have insurance, it 's great insurance. He said I do, too. And in consultation with my insurance company it was my clear understanding that they were going to handle this.

Q To the best of your knowledge did it get handled -- the first incident get handled by insurance?

A Yes.

A Anything else about your discussions with Mr. McCombs surrounding the first incident that you recall?

A No, sir.

Q What was the extent of the damage to the unit for the first incident?

A Wall damage, paint repair, water restoration. Had to call those folks in to extract all the water. I mean, it was a mess.

Q Which walls were involved?

A Do you want me to write on here, on this map?

Q That's probably a good idea. The only thing is we're going to probably need to use that for probably a couple of topics.

MR. SANSBURY: I can make copies and I can also get like a red pen and like different colors.

A Because this happened twice.

Q Right, good.

A So if we could make a copy -- two more copies of that, then I can do the first situation.

MR. SANSBURY: Yes, I am going to make some copies.

A And then the second situation.

MR. SANSBURY. Okay.

(The deposition went off the record for a brief period.)

(Diagram was marked as Defendant's Exhibit Number 3.)

A So this is Exhibit Number 3 and I'll use the red pen. Okay, so this is situation one.

Q Yes. And we've got a reference in the record to Number 3, so you don't have to put an incident number one on there.

A Alright.

Q Just show us which walls were damaged?

A So those were the walls that were wet. Now, of course, that will include the flooring. Do you want me to do some shading on the floor, how bad did it got on the floor?

Q You can do that, yeah.

A Okay.

Q It looks like the damage was in one particular area?

A Well, their hot water heater is right above mine, so when it went down, it went down on all the walls and the carpet.

Q Okay.

A But that was -- do you want me to go ahead and do that one?

Q Just give me one second and then we will get to that. They got your unit fixed back up after that incident?

A Correct.

Q And it was okay?

A We felt that it was fine.

Q What happened next? You told us that there was another incident?

A There was another incident.

Q When was that second one in relation to the first one?

A I feel it was nine months to a year.

Q What happened?

A It happened again.

Q You got a call from the tenants?

A Yes.

Q Now, was this the same tenants, or...?

A This is a different tenant.

Q This was the Goods?

A This were the Goods. And they were good tenants. They were wonderful. They're very good people.

Q Alright. So they called you and told you what?

A Called me said Alison, there is water all over the place. It's coming from upstairs.

Q Were they home at the time?

A No, they were not home at the time. So I got a call around 3:30 when the husband got home. He is retired.

Q He told you there was water coming into the unit?

A Yes. And this time the water was worse. There was a lot more.

Q What did you do after you got the call?

A Ran over there. I called HOA, called -- either they called the people upstairs or I called -- they had to have contacted them because I did not know even who was up there, living up there at the time and I just didn't even go up there. I was just furious. And this time the water damage was more. I mean, there was just a lot more.

Q Was that because there was nobody there?

A I guess so, yeah. I mean, it was just -- we had to get new carpet. It was terrible.

Q Did you contact the owner?

A I contacted Nationwide.

Q But did you contact -- did you talk to the people upstairs again?

A I don't -- I think the HOA contacted all of them. I do not remember making contact with the people upstairs because at this point I was like seven months pregnant and absolutely furious. Nothing that was going to come out of my mouth was going to be nice. So, I called HOA and...

Q They took care of it?

A I do believe so.

Q Did you ever go upstairs and see what the source of the problem was?

A No. They told me. Someone told me.

Q Who told you?

A HOA told me, I believe.

Q What did they tell you?

A That it was their hot water heater.

Q Who with the HOA told you that? Do you remember?

A No. It was our property manager and we get a new property manager every nine months, I feel like.

Q Do you know who the property manager was back then?

A No. Ravenel and Associates, and they...

Q Somebody would have a record of who the manager was?

A Yes, sir.

Q Did you have any discussion with Mr. McCombs or Ms. Albert after the second incident?

A No.

Q I do remember immediately getting on the phone with Nationwide and their rep. at the time -- I do not remember his name -- said that he would go over there and assess damage.

Q Did you meet with him over there?

A Eh-huh. I did not.

Q But you did check out the damage, though?

A I checked out the damage on my place, yes, absolutely.

Q Alright. Go ahead and show us where the damage was. We will mark this as **Exhibit Number 4.** Show us where the damage was after the second incident?

A Okay. I'm going to write on -- well, you tell me. The ceiling was bubbling. Do you want me to -- I mean, there is not a ceiling on here for me to highlight it. Do you want me to write it in?

Q No, you've told us the ceiling was bubbled.

A Okay. The ceilings were -- had to be replastered, or whatever you do with them for the

bubbling.

Q Alright. So it looks like some of the same area....?

A Correct.

Q ...as the first incident, but more?

A Correct.

Q So Nationwide took...? I'm sorry, let me start over again. Given that you were seven months pregnant at the time, and you remember that, you can probably tell us what the date was of the second incident?

A It had to have been -- Ellis was born June, 2011. It was the fall of 2010 that this happened. She was born June 22nd, 2011. No, it's not the fall. I'm sorry. So it would have had to have been the spring of 2011. She was born in June.

Q Right. So seven months pregnant would have been...?

A A couple of months...

Q March or April?

A Yeah, I guess. I don't know, guys. Do we have the paper? Do we have some documentation...?

Q I was just about to ask you that, but you had told me that you was seven months pregnant, so I was going to ask you...?

A I was, yeah, six or seven months pregnant.

Q But the date that they have given us is actually December, 2010.

A Okay. I was pregnant.

Q But not seven months?

A But maybe not seven months. I thought I was. Well, that might be right. This is silly and it doesn't matter to our little story here, but my dad and I work at the same place and I remember going to my father furious and I remember what I had on and I remember about having a belly and I knew I was showing, which was six or seven months pregnant. But maybe it was December, but I was still showing and I was still pregnant and I was still mad.

Q Do you have any document anywhere that would give us the date of this second occurrence?

A I have looked in my paperwork at home to bring and I don't have anything. I will look again, or I can call Nationwide myself.

Q Well, we've got the documents from Nationwide, so...

A Okay.

Q I just wanted to ask you if that was consistent with your recollection now. I guess it could be, huh, December of 2010?

A Yes.

Q Or it could be consistent?

A It could be consistent because I was pregnant at the time and I was showing at the time and I remember what I had on and it was maternity clothes. It's weird that I remember what I had on.

Q It is weird.

A It was a purple sweater. I could bring it as another exhibit.

Q We won't take your clothes. Now, do you remember -- I know you said you were at work and if this happened in December, it could have been close to the holidays?

A Yeah.

Q Was it in the holidays or was school still going on?

A School was still going on, so I was still at work. And like I said, my father and I worked at the same school.

Q What's he do?

A He's the football coach.

Q Is he still the football coach?

A Uh-huh.

Q Is he any good?

A Yeah, he's pretty good. A couple down years, but, you know...

Q How did that work, working at the school with your dad?

A I loved it. And I was very sad to leave. I was crushed.

Q Oh, he's at Stratford?

A He's at Stratford and I was at Stratford for ten years and then they moved me.

Q So this thing got taken care of by Nationwide. Did they contact the people that came in to do the repair work or did you? Who hired the....?

A We used the same people. We called the Boss Restoration guys and said hey, it's us again. They came over and said we'll take care of this, we'll get in contractors and we'll get in -- the contractors will get you an estimate and we'll go from there.

Q Did your renters stay in the unit while all of this was going on?

A No. They had to go -- they had to go to a hotel because we had the big Boss blowers in there trying to dry out the carpet and the padding and the walls.

Q How long were they in the hotel?

A Three to four days. And they have a child that lived in Mount Pleasant so I believe they stayed with them a little bit as well.

Q Did you do anything after all of this was

finished, after your unit was finished? Did you do anything to try to make sure that this wasn't going to happen a third time? I don't mean did you do anything, but did you make any sort of an inquiry of anybody to make sure that the problem had been taken care of and wouldn't happen again?

A I believe that Nationwide told me that they were getting a whole new hot water heater and that it wouldn't happen again and that they would work with the other -- you know, the upstairs people's insurance company to sort everything out and we felt comfortable with what we were told.

Q Did you receive any communication from the HOA that the problem was going to be resolved?

A No. From what I understood, it was not really an HOA deal.

Q Well, I know it wasn't, but your communication had been with the HOA so I was going to ask you if you had had any communication?

A No, sir. After the initial contact with the HOA we went through our insurance company.

Q And you said you haven't spoken with Ms. Albert or Mr. McCombs about the second incident?

A No, not that I recollect.

Q You didn't go to their unit after the second

incident...?

A No.

Q ...to look around and see what the source was?

A No.

Q And your understanding of what the cause of the problem was, was based on what somebody at the management company told you? Right?

A Correct.

Q The date that we have for the first incident is June, 2009.

A Okay.

Q Does that sound like it could be right?

A Yes.

Q Because you mentioned that it was nine to twelve months later that it happened again and this would make it more like fourteen or sixteen months?

A That still sounds right, because it was in such close proximity I was like how is this happening again?. Did we not fix the problem a little while ago?

MR. HALIO: Okay. That's all the questions I've got at this time. I'll turn it over to Mr. Sansbury.

A Okay.

CROSS EXAMINATION BY MR. SANSBURY:

Q Ms. Thornley, my name is Robert Sansbury. I

represent one of the co-defendants in this case, Ragan Albert.

A Okay.

Q The full name is Ragan McCombs Albert. She was Gary McCombs' daughter and Mr. Halio, just to clarify, only represents Gary McCombs.

A Okay.

Q We have separate clients in the case. I wanted to kind of ask you a little bit more about your relationship with Ragan. She actually owned the unit above you, but you said something about her being a tenant?

A No.

Q Okay. Well, what was that about?

A When the first incident happened there was a tenant in -- because they had already moved out. They had moved.

Q And you said they. Who?, the Alberts?

A The Alberts had moved out and there was one single female that was the renter when the first incident happened.

Q Okay. Did you all ever hang out as neighbors, like...?

A Never.

Q ...cook dinner or have a glass of wine and...?

A Never.

Q Okay, I'm going to ask you, even if you know where I'm going with my questions, if you don't mind just let me finish my question, that way it will keep it separate on the transcript?

A Okay.

Q Thank you. Are there any conversations you had with Ragan Albert, or her husband, Robert Albert, about this case other than what we have already discussed?

A No.

Q And I understand you did not file this lawsuit, Nationwide Insurance Company filed this lawsuit on your behalf to recover money they paid, I guess, to complete the restorations?

A Correct.

Q Okay. Did you actually receive any money from the repairs to your condo from Nationwide, or did they just pay the guys directly?

A I believe they paid the guys directly.

Q Would that be for both incidents we've talked about, the '09 and the second...?

A Correct.

Q Okay. Sometimes people still have money to recover in a subrogation lawsuit, like a deductible or something. Do you know if there is anything like that?

A I had to personally pay a deductible.
Q Okay. So you could potentially get the deductible back from this case, then?
A I guess so. I mean, if that's how it works.
Q What deductible did you pay?
A I do not know the total.
Q Okay. Do you have a ball park idea, or...?
A Fifteen hundred dollars. It would have been two separate deductibles.
Q Yes, but I mean, the lawsuit today, though, is just about the 2010 incident.
A Okay.
Q So it would have been probably about fifteen hundred, as you recollect?
A Yes, sir.
Q Got you. And I saw that I think the full name they had listed for you was Alison Smith Thornley. Is Alison Smith your maiden name?
A Correct.
Q When did you actually get married and change your name?
A April 2nd, 2009.
Q And you said you were the sole owner of your condominium unit?
A Yes.

Q Do you still own it?
A Yes.
Q Have you met with plaintiff's counsel, Ms. Powers, before this deposition?
A Say that again?
Q Have you met with Natalie Powers, the attorney representing Nationwide, before this deposition?
A No.
Q Did you all talk on the phone at all?
A No.
Q Have you talked with anyone from Nationwide about this case?
A No.
Q What's the first that you heard about this subrogation lawsuit?
A It was the letter that you all sent me in the mail.
Q For this deposition?
A Uh-huh. Yes.
Q We talked about this class action lawsuit on the building, the water intrusion, we talked about the 2009 incident and the 2010 incident. When was the first time that you recall water intrusion into your condo of any kind?
A The first 2009 incident.

Q And that was, I guess from your understanding, the hot water heater from the condominium above? Right?

A Correct.

Q And like Mr. Halio said, if the records show it was on June 2nd, 2009 that all that occurred, would that be accurate to your memory?

A Correct.

Q Are there any other issues involved in this lawsuit -- and when I say this lawsuit, the one we're here about today, other than water intrusion in your condominium in December of 2010 and the resulting damages from that water intrusion?

A Say that again?

Q So other than in this lawsuit we're here about today, are there any other issues that you're claiming were caused by the water intrusion in December of 2010, other than what you've already discussed?

A No, this is the only incident.

Q Okay. But what I'm getting at is you talked about the -- I think on Exhibit 4 you drew some damage from the 2010 incident and I just want to make sure that we have pretty much covered all of that?

A Correct.

Q Okay.

A There has been no other water damage prior...

Q And none other from this case?

A Correct.

Q That's what I'm trying to figure out. I will go ahead and just mark a couple of things here.

(Photographs marked as Defendant's Exhibits 5 and 6.)

Q So let's go over Defendant's Exhibit 5. These are photographs given to me by Farm Bureau of what they told me was the 2009 incident. I want you, if you can, just look at the first and second page of Defendant's 5 and let me know when you've had a chance to glance it over?

A Okay.

Q Alright. And are the photographs in Defendant's Exhibit 5, are those a fair and accurate depiction of the damage from the 2009 water intrusion?

A Is this my unit, or their unit?

Q Okay. Well, it looks like it might be the upstairs unit.

A Correct.

Q I may have been mistaken. I was hired by Traveler's Insurance so forgive me on that. I have mixed it up, so...

A This is not my unit.

Q Okay. So that's not your unit? And the

photograph on the second page, which I've blown up, Defendant's Exhibit 6, that's not your unit either, then?

A This is not my unit.

Q Okay. I misunderstood, then. Thank you for clearing that up. I think you talked about the Boss Restoration guys came and did a lot of the repairs from the June 2nd, 2009 incident. Do you recall from start to finish how long it took them, when the unit was actually repaired from that '09 incident?

A I mean, it took several days to dry everything out.

Q Okay.

A That was the main issue with the 2009 incident. I don't believe we had -- we did not have to do carpet. I don't believe we had to repaint.

Q Okay. So from start to finish, the whole thing was a couple of days, maybe?

A Several days.

Q From the time that I guess the 2009 incident was completely back to normal, you know, the repairs were done, until this 2010 incident we're here about today, did you notice any other water issues?

A No.

Q Okay. Do you have any personal knowledge as to whether or not my client, Ragan Albert, and -- we're not

talking about Gary right now, just my client -- did anything to cause or contribute to the water intrusion into your condo on June 2nd, 2009?

A Do I have any personal knowledge...?

Q Correct.

A ...of her doing anything to cause this?

Q To cause or contribute to it? Yes.

A I mean, I don't know if she regularly got her hot water heater checked on. You know, when my guys come and check my air conditioner they do -- they check my hot water heater too and they let me -- I don't know what her personal relationship was with the hot water heater, so I don't know if I'm answering that question.

Q Sure. Maybe I can re-ask it and we can do it that way. So we'll start with the June 2nd, 2009 incident and then we will go on to the incident we're here about today, December, 2010. And I'm not asking about what you're guessing or don't know or whatever. I'm just asking what you do know.

A Okay.

Q Do you have any personal knowledge whether or not Ragan Albert did anything to cause or contribute to water intrusion into your condo on June 2nd, 2009?

A No.

Q Okay. Alright, the same question for the 2010

incident. Let me ask, if you don't mind, for the record. Do you have any personal knowledge as to whether or not Ragan Albert did anything to cause or contribute to water intrusion into your condo in December of 2010?

A No.

Q I want to ask you a little bit more about this class action lawsuit and kind of see what you know or see what you don't know.

MR. SANSBURY: Will you mark these next two, please? I'll take these back, take those stickers off.

Stipulation of Dismissal marked as Defendant's Exhibit 5; Third Amended Summons marked as Defendant's Exhibit 6.)

(The deposition went off the record for a brief period.)

Q Thank you for your patience. Let's get to a couple of exhibits here and I'll do my best to go as fast as I can. Okay?

A Okay.

Q We will start with Defendant's Exhibits 6 and 5. And these are newly marked exhibits that are 6 and 5. Okay?

A Okay.

Q And if you can just kind of glance over them

real quick and then I'll ask you some questions about them. Let's start with Defendant's Exhibit 6, which is I think the one underneath that. This is a Third Amended Summons and Complaint in what is actually called a class action lawsuit involving Cambridge Lakes Condominium Home Owners Association. Is that actually where your condo is?

A Correct.

Q Okay. And do you recognize this document, Defendant's Exhibit 6?

A I have never personally seen this document.

Q Okay. It's got on the first page -- I want to draw your attention to something. About halfway down the right hand side there is a Alison Smith named. Is that you?

A It's on the right side?

Q Yeah, it's about halfway down that caption? Right beside that.

A So these are all the owners. Correct, these are all the owners and we were the plaintiffs and we were versus the Bostic Brothers Construction. This is the -- yes, okay, now I understand what we are talking about.

Q Okay, great. So there is Alison Smith, and that would be you?

A Correct, that would be me.

Q And then there is a Robert and Ragan Albert, that would be my client I guess right there below it?

A Okay.

Q And it looks like this Third Amended Summons and Complaint, on the right hand side, on the far right, you can see it looks like it was filed on July 14 of 2010?

A Correct.

Q Okay. I'm trying to figure out the time line a little bit and I apologize if I misheard. We know that the 2009 incident occurred on July 2nd -- I'm sorry, June 2nd of 2009. We talked about that. That was the first time you had water come into your condominium? Right?

A Correct.

Q Okay. And then I think you said for this 2010 incident initially you thought you were about seven months pregnant at the time this incident occurred? Is that right?

A Correct.

Q What was actually your child's date of birth?

A June 22nd, 2011.

Q Okay. And is it a girl or a boy?

A Girl.

Q And what is her name?

A Ellis, E-l-l-i-s.

Q Alright. Same last name, I guess? Thornley?

A Correct.

Q I'm just trying to pin down a time line. What I'm trying to figure out is, you know, two months before that would have been about -- what is that?, April of 2011?

A Correct.

Q And then the 2009 thing would have been, I guess two years before she was born. Is it possible there is another time frame reference that we can use?

A Correct. We were talking about that with Mr. Halio.

Q Okay.

A So in talking further about it we realized that it was more like December.

Q Okay. So that means, just counting back, you would have been about four months pregnant, three or four months?

A Correct.

Q Okay. Defendant's 6 there, if you could turn with me. It's the class action lawsuit, and you're named as a plaintiff. Would you turn to page twelve of thirty-three?

A Okay.

Q And that's actually -- if you would turn to

page thirteen, the next page? And in paragraph forty-three, at the top, it talks about latent building defects that have resulted in repeated and severe water intrusion into the buildings and other damage and continue to do so through the date of this filing. What knowledge do you have about that?

A The knowledge that I have about this is that it was coming through the windows, that the brick was not properly laid around the windows.

Q Okay. I think you discussed that previously.

A Correct.

Q Any other sources of water intrusion you recall other than the windows?

A No.

Q And then in paragraph forty-seven on that same page it talks about how the damage continues to worsen to the date of filing and is expected to continue to worsen even more so in the future. And, again, this was filed July 14, 2010. Is that all accurate so far?

A Correct. From my knowledge, it was through the windows.

Q Okay. And in paragraph it looks like forty-eight it talks about the repeated and severe water intrusion has resulted in extensive damage to the original structures, the interior of the units and the

exterior of the units. Would that all be accurate?

A Correct, but not to my unit.

Q But you're a part of the lawsuit?

A I am -- everyone that's a homeowner is a plaintiff in the lawsuit.

Q And I think you said your tenants would call you periodically and tell you what repairs they had done based on this lawsuit? Today they're replacing windows, and...?

A Correct.

Q Okay. Alright.

A And it worked that way because there was no major damage to my unit, so I was not over there overseeing every step because what was happening to my unit was routine. It was happening to everyone's unit.

Q I mean, of course, looking at the first page of Defendant's 6, obviously this lawsuit, the Third Amended Summons and Complaint was filed on July 14, 2010, this class action suit, and we know that the second issue with water intrusion that I guess you're alleging occurred from our condominium occurred in December, 2010, that would be about five or six months later?

A The lawsuit was happening because of issues happening years prior to the lawsuit.

Q I understand, but what I'm just asking you is

the filing date, on the front of that summons and...?

A On the front the filing date says July 14, 2010.

Okay. And that would be about five or six months before...?

A Correct.

Q ...the December, 2010 incident involving the water heater?

A Correct.

Q Okay. And then it looks like, if you could refer to Defendant's 5, which is the one right below that, there was actually a settlement and a Stipulation of Dismissal that was filed, and on the right hand side of that, is that correct, April 26, 2012?

A It says April 26, 2012.

Q And that would be in this class action case? Right?

A Correct.

Q Okay. And it looks, again, on Defendant's 5 you're also a named plaintiff?

A Correct.

Q Along with Robert and Ragan Albert?

A Uh-huh.

Q And this would be, looking at Defendant's 5, that would be about a year and a half after the water was

discovered in December, 2010?

A Correct.

Q Alright. And you said you didn't receive any actual money? It was just repairs in this lawsuit?

A Correct.

Q Okay. So this lawsuit, this class action lawsuit regarding water intrusion was actually filed before the December, 2010 incident with the water heater and it was settled after that?

A Correct.

Q Okay. Did you ever bring the December, 2010 water intrusion that we're here about today, did you ever bring that to the attention of your attorneys in this class action lawsuit?

A No.

Q Any reason why not?

A Well, I felt that it had nothing to do with the lawsuit. It was the hot water heater that, from what I was told, needed to be replaced/repaired, which in my mind had nothing to do with the lawsuit.

Q And that would be -- you said the person who told you that, that was the HOA?

A And the insurance people.

Q And the insurance people? Okay. Alright, I want to go ahead and mark this. These are some exhibits

that have been filed by Nationwide's attorney that are attached to their complaint.

MR. SANSBURY: If you would mark that as one packet, I would appreciate it.

Kaufman Renovations Cost Estimate marked as Defendant's Exhibit 7.)

Q Alright, Ms. Thornley, it looks like you're looking at Defendant's Exhibit 7 there in front of you, and again, those would be exhibits that have been filed by Nationwide's attorney in this lawsuit, attached to the amended complaint. Have you ever seen these documents before?

A I have not seen -- I have seen some of these documents but not this whole entire packet.

Q Okay. And we will go through a couple of them and you can just tell me when we get to each one, you know, if that's something you recognize or not.

A Okay.

Q And again, we're referring to Defendant's 7 when we are talking about here. Looking at Defendant's Exhibit 7 can you turn forward a couple of pages to what's marked as Exhibit B?

A "B" as in boy?

Q Correct?

A Okay.

Q It should have Boss Restoration at the top?
A Uh-huh.
Q And it looks like there is an Alison Thornley listed. Is that you?
A Correct.
Q Okay. And at the bottom, under claim number, it has date contacted, December 17, 2010; date of loss the same date; and date inspected the same date. Do you recall if that's accurate? I mean, did you discover this, report it, and get them out there the same day? Or is that possibly...?
A Yeah. I mean, Nationwide came out.
Q Okay. On the day you called them?
A I would say yes.
Q Okay. You don't think it's possible you discovered this a couple days before and it took a couple of days for them to get there?
A No.
Q All on the same day?
A Yes.
Q Alright. Let's look forward to the next page of Exhibit B. This is a printout from Boss Restoration, it looks like it's dated from 2010, that talks about areas of your condominium that were repaired. Does that seem accurate?

A Yes.

Q Okay. And looking at that document, we're also going to refer in tandem with Exhibit 4 which you have drawn on with a red pen, and that is what you have indicated as the water damage from the 2010 water heater incident? Correct?

A Correct.

Q Okay. So I'm going to refer back and forth to Exhibit 7 and Exhibit 4. So let's look at Exhibit 7 first. Do you see that there was damage to the living room? There is a diagram there on the left side.

A Yes.

Q Okay. Now it looks like in the living room Boss Restoration extracted water from the floor, they tore out the trim, tore out wet carpet and they lifted the carpet for drying, among other things?

A Correct.

Q Okay. Now, where on Exhibit 4...? Can you mark with my blue pen where the living room is?

A Where the living room is?

Q I'll tell you, do a "1" and just put a circle on it?

A (The deponent complied.)

Q Okay. So that's the living room and that's the first area they made repairs in the 2010 incident?

Correct?

A I don't know if it's the first area, but they made repairs.

Q That was a poorly worded question. According to this document they made repairs to that area?

A Yes.

Q And that's consistent with your memory?

A Yes.

Q Okay. Let's flip forward to the next page, if we can? It looks like the next area they made repairs is what they describe as bedroom number one? Is that right?

A Correct.

Q Okay. And they, again, extracted water from the floor, tore out the carpet, lifted the carpet for drying, among other things?

A Correct.

Q Okay. Now, let's put a "2" with a circle around it where bedroom number one is?

A (The deponent complied.)

Q Alright. And so the living room and bedroom number one, those are adjacent, I guess, immediately to the storage area where the water heater is? Is that right?

A Correct.

Q And where you've drawn a -- it looks like -- is that heater, on Exhibit 4?

A This is the word storage.

Q Okay.

A And I just drew a circle where my water heater is.

Q Got you. And that's sort of at the top of Exhibit 4, I guess, where you have drawn that circle?

A Correct.

Q Okay. I just wanted to clarify. And that's where the water heater is in your unit, and your unit is identical to my unit?

A Correct.

Q Okay. Let's move on. The next area it looks like they repaired was bedroom closet? Bedroom one closet? Is that correct?

A Yes.

Q Where would that be?

A It's right here. Do you want me to do a "3"?

Q Yes, let's do a "3" with a circle. That would be great.

A Okay.

Q Okay. Is that consistent with your memory, they made repairs to the bedroom closet in bedroom one?

A I did not shade it on here but it would make

sense to me that water went in there as well.

Q Okay. Well, we're talking about the 2010 incident right now? Right?

A The second incident.

Q Okay, the second? We will call this -- when I say...?

A 2010, yes, correct.

Q And you know I'm talking about the incident that's the subject of this lawsuit?

A Yes.

Q Alright, just to make sure. But to your recollection you don't recall there being water there, but...?

A I don't remember.

Q Okay, fine. Alright, let's move on to the next one, which is the next page over, and it looks like the next repairs they made in the 2010 incident was what they call the hallway, where water is extracted from the floor, they lifted the carpet up, they tore out the carpet? Is that accurate?

A Correct. It is accurate, but I did not shade it on there.

Q Let's put a "4" where the hallway is on Exhibit 4?

A (The deponent complied.)

Q Okay. Alright, let's move forward to the next area they repaired in the 2010 incident. They have listed it as what they call bedroom, and again, water extracted from the floor, they tore out the carpet, lifted the carpet up for drying, among other things? Correct?

A Yes.

Q Alright. Where is this bedroom indicated on Exhibit 4? Would you draw another circle around that? Would that be what's listed as bedroom right here?

A Yes.

Q Okay.

A Do you want me -- you said do a "4" here?

Q Well, whatever the next number is?

A It would be "5".

Q That would be great. Thank you. Okay. And you have drawn a "5" and put a circle around it on Defendant's Exhibit 4?

A Correct.

Q Okay. And let's look at the next area that Boss claims they made repairs in the 2010 accident. They talked about what they called bedroom closet where, again, they extracted water from the floor, they tore out carpet, they tore out trim, among other things? Correct?

A Correct.

Q Okay. Where is that bedroom closet on Exhibit 4?

A It has to be here.

Q Just put another number, "6", with a circle around it?

A (The deponent complied.)

Q Okay, thank you. Let's flip forward to the next page? Now on this page it looks like they also made repairs to what they call storage area/room. Would that be the room where the water heater was?

A Uh-huh.

Q Okay. And put a "7" with a circle?

A (The deponent complied.)

Q Thank you. Excuse me one second. I think we might be done. Okay? Are there any conversations that you had with my client, Ragan Albert, regarding this lawsuit that we haven't already discussed?

A No.

Q Had any conversations with Gary McCombs with regard to this lawsuit that you haven't already discussed?

A No.

MR. SANSBURY: That's all I have.

CROSS EXAMINATION BY MS. POWERS:

Q Ma'am, I just have a few questions. I'm

Natalie Powers. I represent Nationwide in this lawsuit. As has been stated, this is referring to the 2010, or the second incident. I just want to clarify a few things just to make sure we know exactly what information is accurate. Mr. and Mrs. Good lived at the apartment, or at the unit at the time of the second incident?

A Yes.

Q Alright. And do you recall when they might have started their lease, whether it was spring, or fall, or...?

A Our lease is June 30th.

Q So it would be accurate to say that maybe they moved in around June 30th, 2010?

A Yes.

Q Okay. And let me ask you, when they replaced the roof and the windows and the bricking around the windows and the porch, were those done as more of a precaution, or had you actually experienced an issue with any of those things?

MR. SANSBURY: Object to the form.

MR. HALIO: You can answer.

Q You can answer it.

A Say that again? I kind of got lost.

Q When repairs were made in the class action suit where everyone was named, do you know if those were done

as a precaution?

A Precaution.

Q Had you ever...?

A Well, they -- in the class action suit they had found that all the windows were improperly installed and the brick was improperly laid. We did not have an issue but it was still improperly done. But I don't want to say precaution, like hey, let's just fix this. They saw that it was -- that there was an error made. We just hadn't had water damage yet.

Q Okay. So you all hadn't had any damage with the porch or the windows?

A Correct.

Q Had you had any damage that you know of from the roof or anything?

A We did not have any of that damage.

Q Okay. So your renters at the time of the second incident, would they have had first hand knowledge of what was going on with the water damage?

MR. SANSBURY: Objection.

A With the class action suit?

Q With the second incident, with the second claim that you had? Mr. and Mrs. Good, you said, lived there at the time?

A Correct.

Q And would they have had knowledge of the incident?

A Yes.

Q After the first incident occurred, did you understand that everything that was damaged from the first incident was completely repaired?

A Correct.

Q I believe one of the defense attorneys had asked if you had received information about the incident from anyone besides the HOA. Do you recall receiving information from your insurance company or insurance adjuster?

A Yeah. I mean, we kept in contact with our insurance adjuster about where we stood in the process and then we got a bill for our deductible and we paid that. But after that it was over in my mind.

Q Right. So did your insurance company provide you some information regarding the second incident?

A Yes.

Q Information about what had occurred or what might have occurred?

A Yes.

Q Okay. Just to clarify, do you remember in April I had called you? Do you remember this? Do you recall this?

A Now I do.
Q Okay. And then do you remember what happened?
A I really don't remember our conversation.
Q Okay.
A To be honest.
Q Okay. And let me ask you about the areas you shaded on the diagram here. Are there areas that may have been damaged that you did not shade?
A Correct.
Q Okay. And were there areas water could have gotten to you that you couldn't see with the naked eye?
A Yes.
A Okay. So although you shaded part of it, there may be other areas that were damaged?
A I do remember water going into the hallway and into some other areas. Not the walls, but just the flooring.
Q Okay. And let me just clarify it real quickly. The first thing I have here is a list of...?

(Check Listing marked as Plaintiff's Exhibit Number 1.)

Q If you could look at that and can you tell me what is listed on there?
A It says check listing.
Q Okay. And is your name -- were there some

checks cut to you and Boss and Kaufman?

A It looks like on January 10th there was a thirteen thousand dollar check cut to -- it says Alison Thornley and Kaufman. That check never went to me personally.

Q Did you maybe sign it and give it to Kaufman?

A Possibly.

Q Okay. And do you remember when you had to give one to Boss, too?

A Yeah.

Q You didn't personally keep any of the funds from either one of these checks?

A No, no, no.

Q Okay. I have one more...?

A I do remember having to sign and the check was never in my hand.

Q Okay. I understand that.

(Nationwide Summary of Dwelling marked as Plaintiff's Exhibit Number 2.)

Q The amount of the deductible marked on there, would you agree that that would be an accurate amount that you paid for the deductible?

A Right here it says less deductible, and it says a thousand dollars?

Q Yeah. Do you agree that that would be the

amount that you paid for the deductible?

A It seems accurate. You know, when we were talking about it earlier, I kind of gave a ball park. I knew it was in between -- the deductible was in between a thousand and two thousand. That's why I said fifteen hundred.

Q Okay.

A But if it says a thousand dollars on here, then...

Q Is there anything else that you know about the incident that you want to share with us that we haven't asked you about specifically?

A No.

MR. POWERS: I have nothing further.

REDIRECT EXAMINATION BY MR. HALIO:

Q Just a couple quickies and then I'll be done, anyway. Hopefully we will all be done. Going back to the first incident. You had a conversation with Mr. McCombs but you're not sure what the repairs were that were made to the upstairs hot water heater unit at that time? Is that right?

A At that time I do not recollect what the repairs were.

Q So it could have been replaced, or a part could have been replaced? You just don't know?

A Correct.

Q Alright. Then after the 2010 incident you didn't have any conversations with Mrs. Albert or Mr. McCombs or their tenants?

A Correct.

Q The only conversations you had with anybody about what might have caused the damage would have been the HOA manager, and Nationwide's attorney asked you about the conversation you may have had with a Nationwide representative. Do you know if -- do you remember if the Nationwide representative gave you any information about what the cause of the second incident was?

A No.

Q So it would have been the HOA person that gave you any information...?

A I don't remember. I do not remember who told me. I was told it was the hot water heater again. I do not remember if it was Nationwide or if it was the HOA.

Q But it wasn't Mr. McCombs and it wasn't Mrs. Albert and it wasn't their tenants?

A Correct.

Q And you never personally went up there and looked to see what had happened?

A Correct.

MR. HALIO: Thank you.

RECROSS EXAMINATION BY MR. SANSBURY:

Q Very briefly and then we're done. I just wanted to ask you about this big packet of exhibits right there. What number is that again? It that seven?

A Seven.

Q Okay. Let me ask you a little bit about that. Ms. Thornley, if you wouldn't mind please just turning about hallway through the packet? Again these are the exhibits the plaintiff has attached to the complaint in this lawsuit. If you would just turn to what's marked as page 10? It's a photograph. Do you see that?

A Uh-huh.

Q Is that a yes?

A I do see it.

Q And at the top of this page it has Nationwide Mutual Insurance Company?

A Correct.

Q And there is a photograph of what looks like a wall in black and white?

A Correct.

Q And in the bottom right hand of the page it says page ten?

A Correct.

Q What are we looking at? What is that? Is that a water damage splotch on the wall?

A It appears to me that this is water damage.

Q Okay. That would be the ring of -- you can see this on the wall?

A Correct.

Q Alright. And then let's flip forward to -- do you know what wall that is, by chance? Which wall in your house? And you may not. I was just wondering if you did?

A I can assume, but...

Q But you don't know...?

A But I do not -- I have not seen this particular picture before.

Q Got you. Alright, let's flip forward to just a couple more photos and we're done. I want to look at what's marked as number twenty, on the bottom right hand side?

A Okay.

Q Do you see this document?

A I do.

Q The same thing? Right? A photograph, with Nationwide Mutual Insurance Company at the top?

A Uh-huh. Yes.

Q And in the bottom right, number twenty?

A Yes.

Q Is that also water damage? That same water

damage we just talked about in the photograph with the page number ten? Is that visible around the window sill right there?

A Say that again?

Q Is that water damage visible around the window sill in that photograph?

A No.

Q Okay. So that big splotch that starts at the center of the window and goes around to the right hand side of the wall...?

A Big splotch?

Q What is this right here?

A This is a guest bedroom.

Q Okay.

A And that, to me, is not water damage.

Q Okay. And what are you basing that on?

A The fact that I know that this is a guest bedroom and the bed was facing this way. They had a picture here. It's based on me having seen the bedroom.

Q Okay. But you do see the darkened area?

A I do, but that's not...

Q And if you would look over to the next page, page twenty-one? There is another darkened area just like that on a wall? Is that correct?

A Uh-huh.

Q Is that a yes?
A Correct.
Q Is that water damage?
A I don't know because I don't know what this is a picture of. This could be a picture of a living room wall.
Q Alright. And then flip to number twenty-three?
A And this doesn't tell me.
Q Do you see number twenty-three?
A Correct.
Q And that's another big splotch on the wall? Is that representing water damage?
A I don't know because I don't know what this is a picture of. I don't know what room this is.
Q Got you. And let's flip to page twenty-five? What are we looking at on page twenty-five?
A This is the wall in the living room, so this is the window in the living room. This is the air return, this is the door going into the guest bedroom.
Q Okay. And that window, looking out, that would be towards the balcony?
A Correct.
Q Okay. And that black it looks like either a box or a electrical unit on the wall from the far right hand side, would the utility closet be behind that?

A Right here?

Q Correct?

A Yes.

Q Alright. Would you mind just circling that?

A (The deponent complied.)

Q Okay. It's kind of hard to see, but where you circled with a blue pen on page twenty-five, behind that would be the utility closet?

A Correct.

Q Okay. And that would be on the right hand side of that window and visible?

A Correct.

Q Alright. And the water heater would be in that closet? Right?

A Behind that, yes.

Q Alright. And that would be the same for the unit upstairs?

A Correct.

Q Alright. And there is a splotch that looks like a water damage visible in the left hand side of the window?

A Right here?

Q Yes.

A That's not how the water damage was in that room. It came straight down the wall.

Q Do you have any explanation as to why that photograph...?

A I think -- do you want my opinion?

Q Sure.

A I think it's just the way the photograph looks in black and white.

Q Okay.

A So if we go back to page ten, this is the guest bedroom. To be honest, I don't think that's water damage.

Q What do you think it is?

A I think it's the way the photograph has been taken and how it looks in black and white.

Q If that's not water damage, do you have any idea why that photograph was taken?

A I just -- the water damage came straight down the walls. It came straight. It was from above. It came literally straight down the walls. There was no bubble. There was no -- I think it's just the way the photograph is taken.

Q So you think that they...?

A So I was mistaken when we were talking about page ten.

Q Okay. So on page ten, the big darkened -- and you do see a darkened circle in the middle? Correct?

A I do, right here, off to the left.

Q Alright. And you have marked it with a blue pen. You think that was just a mistake and that's the way the photo was taken?

A I think that's the way the photo is taken, because this is the blue bedroom and the water came straight down the wall.

Q And the dark spot around the window on page twenty, that would also be a mistake, or the way the photo was taken?

A I do not believe this is water damage.

Q Okay. And page twenty-two, the spot visible in the middle of the wall, that would also be the way the photo was taken?

A I cannot say about this because I don't know what room this is. I know what rooms these are and how the water damage looked.

Q What about page twenty-three? Would that also be the way the photo was taken?

A I don't know what room this is so I can't...

MR. SANSBURY: That's all the questions I have.

RECROSS EXAMINATION BY MS. POWERS:

Q Just briefly. On the -- look at page ten. Can you say whether or not the trim is in place in that

picture?

A It looks like the trim is in place in this picture.

Q Okay. And can you look at twenty-one? Does it look like the trim is in place in that picture?

A There is pulled back carpet on this. To me this looks like rolled back carpet and pulled back carpet and it looks -- I feel that the trim is in place. They have not gone into the walls yet on this.

Q Were you present when anyone came and took photos of the unit? Were you present when they took the photos in the unit?

A I'm thinking.

Q Okay.

A Yes.

Q And do you recall if that was the same day, or a different day?

A It was the same day.

MR. POWERS: I don't have anything further.

MR. HALIO: That's all I have.

(The deposition concluded at 11:40 a. m.)

STATE OF SOUTH CAROLINA)
:
COUNTY OF CHARLESTON)

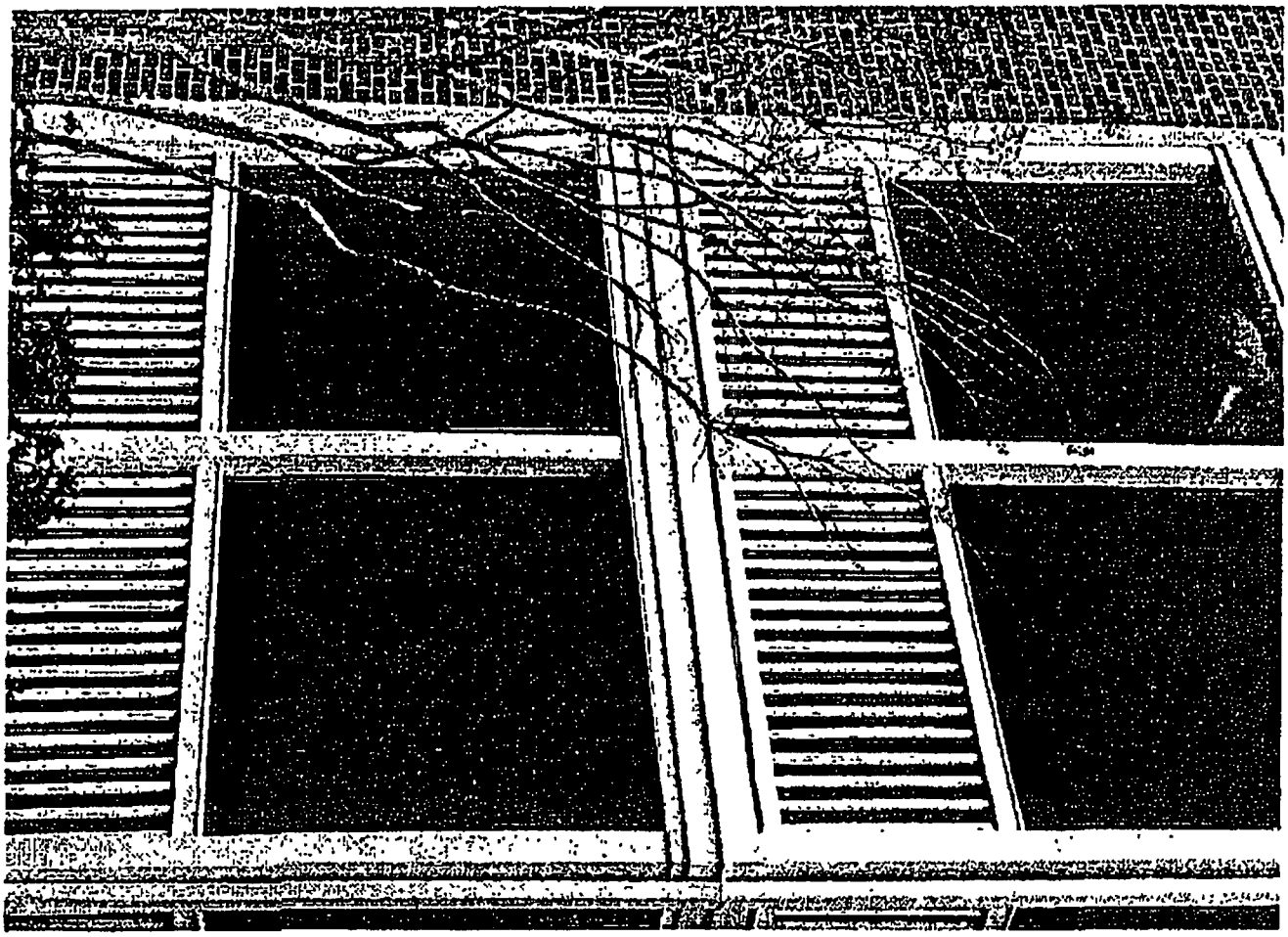
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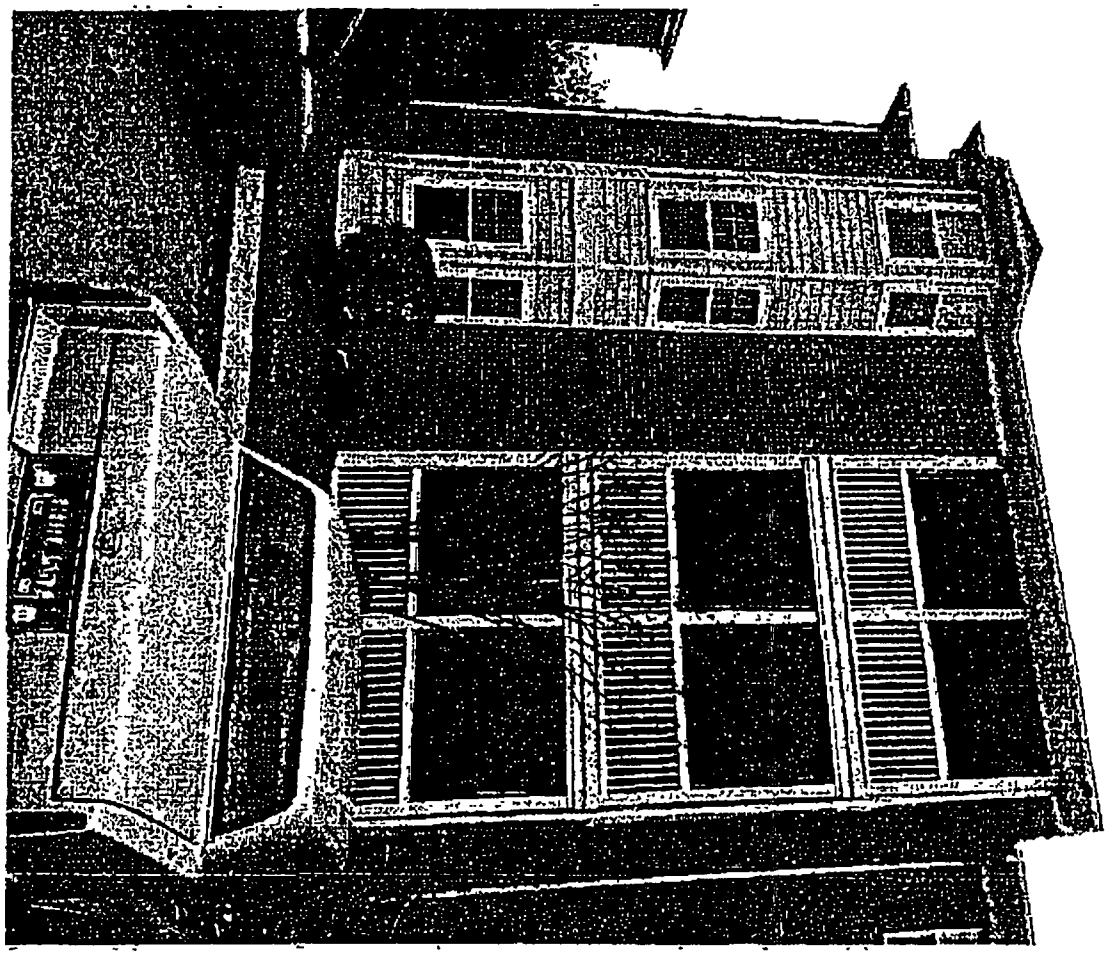
I, Raymond E. Swartz, Notary Public, certify that I did have Ms. Alison Smith Thornley appear before me at 10:00 o'clock, a.m. on Friday, July the 11th, 2014 in the Law Offices of Messrs. McAngus, Goudelock & Courie, 735 Johnnie Dodds Boulevard, Suite 200, Mt. Pleasant, South Carolina; that the witness was duly sworn and cautioned to tell the truth, the whole truth and nothing but the truth; that the foregoing pages constitute a true and accurate transcript of her testimony given at that time and place.

I further certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

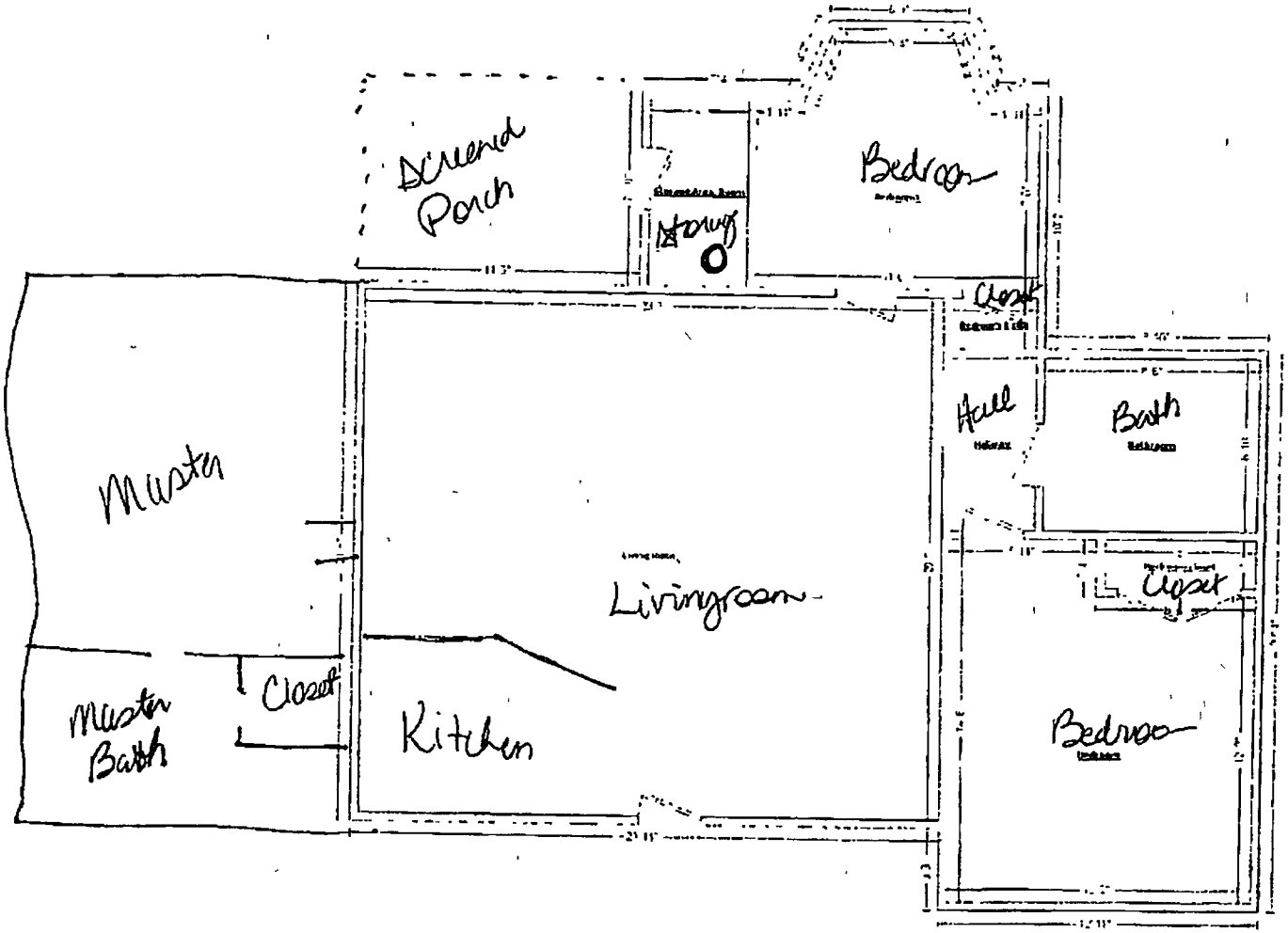
IN WITNESS WHEREOF I have hereunto set my hand and seal this the 15th day of July, 2014.

S/
Notary Public for South Carolina.
My Commission Expires May 26,'20.



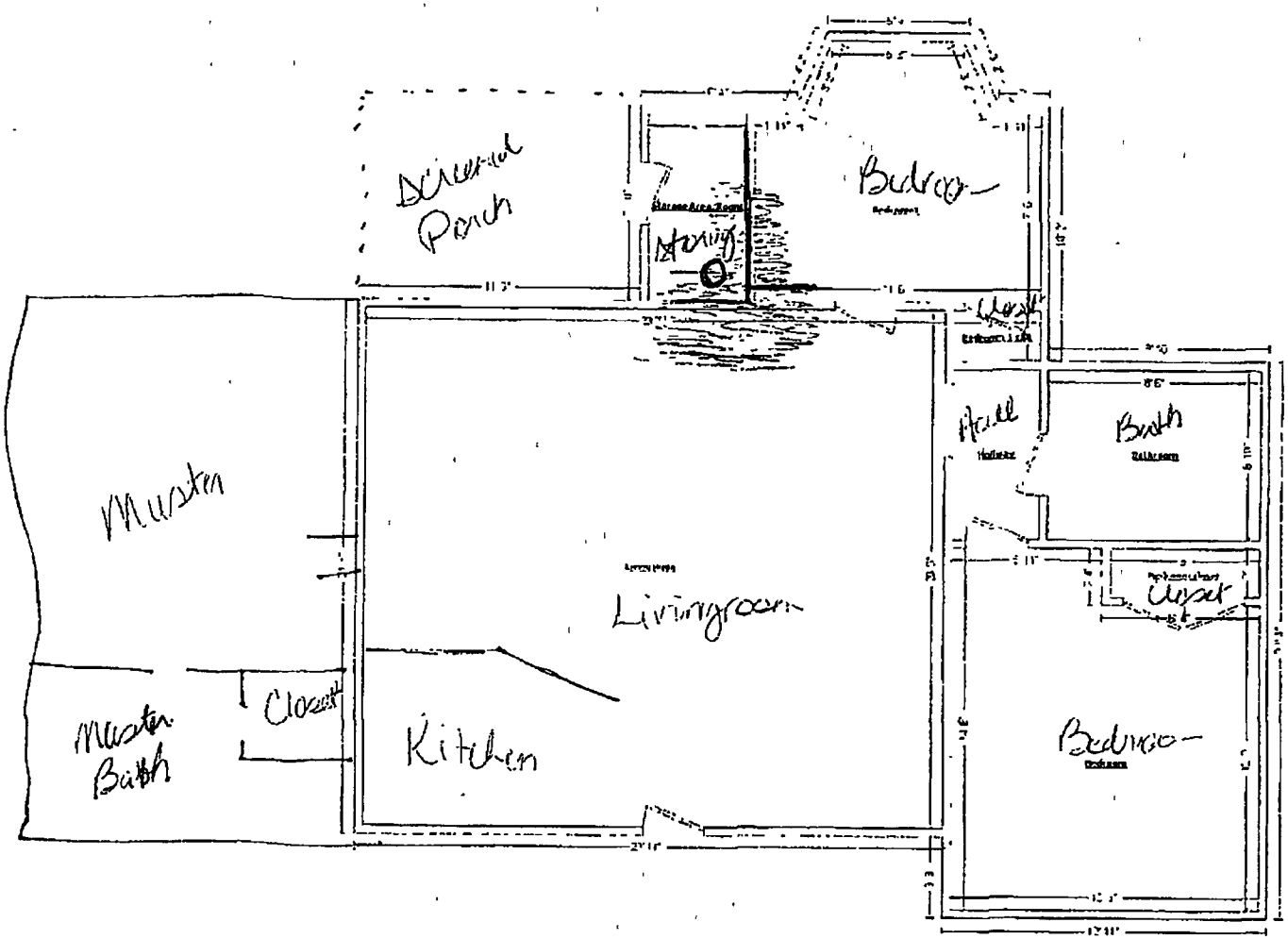


DEFENDANTS EXHIBIT



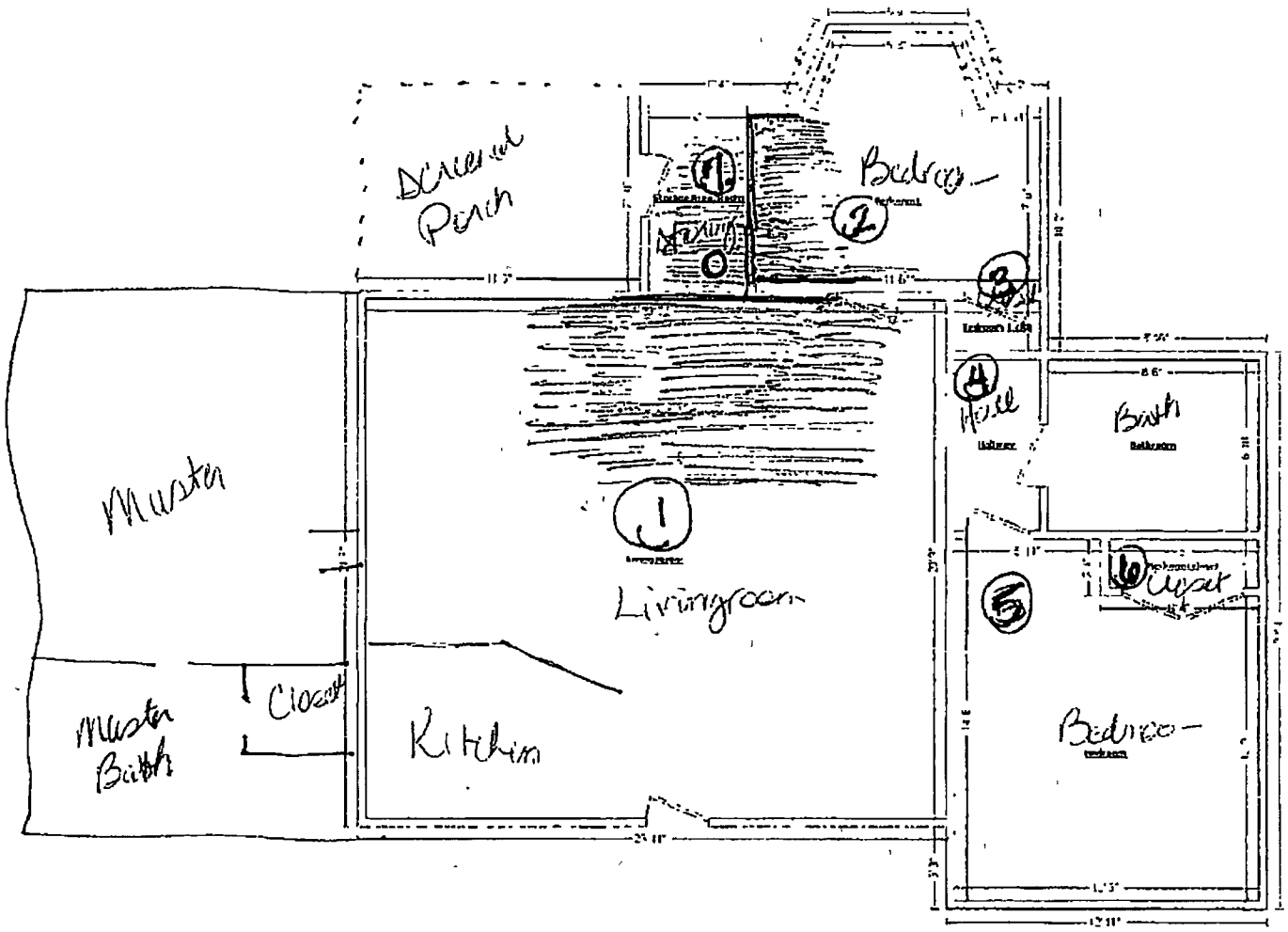
DEFENDANT'S EXHIBIT
2
ms thornley
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Main Level



DEFENDANT'S EXHIBIT

Main Level



DEFENDANT'S EXHIBIT 4
Ms Moseley

Main Level

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON) CASE NO.: 2008-CP-10-3506
)
CAMBRIDGE LAKES CONDOMINIUM)
HOMEOWNERS ASSOCIATION, INC., MARGEL)
S. HENNING, STEVE FISCHER, MARK AND)
BRENDA SCHILLACI, GARY AND BILLIE)
CONLEY, GERALD DARNELL, JOHN MASCIOLI)
AND GLORIA HARDIN, CLINT GASKINS,)
MITCHELL GASKILL, THOMAS MURPHY,)
EDWARD BOGGS, BRUCE ADKINS,)
CHARLESTON HOME TEAM PROPERTY, LLC,)
PAM SNYDER, LOUELLA ENK, JEREMIAH AND)
GLORIA MORRISON, ERIN BLEVINS, CHARLES)
TAYLOR, JR., MARION RIZZARDINI, KAREN)
ABRAMS, E. MIKELL CARROLL, VERNELL)
ROBERTS, KIM JACKSON, META KING, JAMES)
AND MARGARET AYERS, MARY B. BURKE,)
SEVENTH WING, LLC, CHARLES WHITE,)
RUTH AND CHARLES CATE, ROBERT AND)
MARY ORTIZ-ABREU, JR., LAURA LATORRE,)
MARVIN AND PAULA SWINDLE, DONNA AND)
DAVID WIGGINS, EMILIE COLE SANDERS,)
PHILIP AND CYNTHIA JONES, ANDREW)
MOHR, ALISON SMITH, BOBBIE FAULKNER,)
MARCUS AND GRACE THOMAS, DORIS)
SKUHRA, ROBERT AND RAGAN ALBERT,)
WILLIAM SILER, MARVA CARD, SAMUEL)
RUBINO, MATT TATHAM, SCOTT HERMAN,)
JAY AND JENNIFER MERRIMAN, MARY ELLEN)
OAKS, ELIZABETH MOSELEY, ALI AND)
MICHELLE ERFANI, EMILY CHAPMAN, JOHN)
T. AND LAURA L. MARTIN, ROSEANN)
TECHMAN, ROBERT PRICE, HENRY EDWARD)
TIENCKEN, JEAN B. WALLACE, MICHAEL B.)
HARTNETT, CAROLYN CARRICO, JENNIFER)
SNOWDEN, JOSHUA LONG, J. MICHAEL AND)
GLORIA MCDONNELL, SANDRA GIRT, JANE)
THOMPSON, JOHN HILL, III, AND GLENNA)
MCKENZIE, JEFF GARDNER, FREEMAN)
THARP, PETE DUNHAM, JEANNE-MARIE)
BUSUTTIL, GLADYS J. JOHNSON, ROBERT W.)
SIMPSON, HEIDI J. RICHTER, MARK)
COMMANDER, KATHLEEN WAITE, AND KOO)
HWANG as individual homeowners,)

STIPULATION OF DISMISSAL

FILED
2012 APR 26 AM 9:07
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

DEFENDANT'S EXHIBIT 5

Plaintiffs,

vs.

BOSTIC BROTHERS CONSTRUCTION, INC., CAMBRIDGE TWO, LLC, CAMBRIDGE LAKES, LP a/k/a CAMBRIDGE LAKES APARTMENT HOMES, LP, CAMBRIDGE LAKES APARTMENTS, LP, a/k/a CAMBRIDGE LAKES APARTMENT HOMES, LP, CLASSIC PROPERTIES, INC. OF CHARLESTON, CAMBRIDGE CONTRACTING, LP, SELECTIVE INSURANCE COMPANY OF AMERICA, SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA, JOSE NINO, B&B CONSTRUCTION CO., INTERCOASTAL CONSTRUCTION, INC., d/b/a AND a/k/a INTERCOASTAL CONSTRUCTION, CAROLINA APARTMENT INTERIORS, LLC, ARMANDO MEDINA CORTEZ, a/k/a ARMANDO MEDINA, a/k/a ARMANDO CORTES d/b/a MJG CONSTRUCTION, VINCENT MORALES d/b/a V. MORALAS MASONRY, MJG CONSTRUCTION AND HOMEBUILDERS, INC., B&B CONSTRUCTION OF CHARLESTON, INC., SUPERSEAL MANUFACTURING, INC, MAJESTIC WINDOW MANUFACTURING, LTD., f/k/a SOURCE WINDOWS, LTD., VWD (2008) NC, INC. f/k/a VINYL WINDOW DESIGNS-USA, INC., a/k/a VINYL WINDOWS DESIGN, LTD., PEGRAM-WEST, INC., CHASE HOMES, INC., CHASE-ROBERTSON BUILDERS, INC., SGM ARCHITECTS, INC. f/k/a SMITH GERBER MCCLURE & ASSOCIATES, INC. f/k/a SMITH GERBER & ASSOCIATES, INC., TRADEMARK PROPERTIES, INC., STEPHEN R. HEAPE, individually and independently as General Partner of CAMBRIDGE LAKES, LP, ALBERT V. ESTEE, Individually,

Defendants,

BOSTIC BROTHERS CONSTRUCTION, INC.,	)
	)
Third Party Plaintiff,	)
	)
vs.	)
	)
	)
JOSE NINO, INTERCOASTAL CONSTRUCTION, INC., CAROLINA APARTMENT INTERIORS, LLC, MJG CONSTRUCTION AND HOMEBUILDERS,INC., B&B CONSTRUCTION OF CHARLESTON, INC., AND V. MORALES MASONRY,	)
	)
Third-Party Defendants.	)

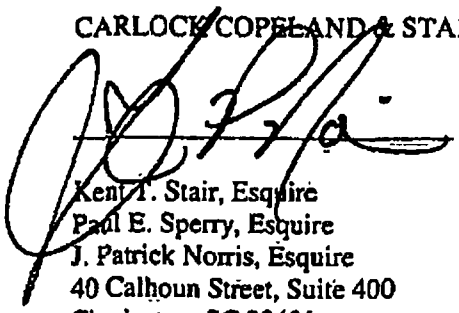
COMES NOW Cambridge Lakes Condominium Homeowners Association, Inc., Margel S. Henning, Steve Fischer, Mark and Brenda Schillaci, Gary and Billie Conley, Gerald Darnell, John Mascioli and Gloria Hardin, Clint Gaskins, Mitchell Gaskill, Thomas Murphy, Edward Boggs, Bruce Adkins, Charleston Home Team Property, LLC, Pam Snyder, Louella Enk, Jeremiah and Gloria Morrison, Erin Blevins, Charles Taylor, Jr., Marion Rizzardini, Karen Abrams, E. Mikell Carroll, Vernell Roberts, Kim Jackson, Meta King, James and Margaret Ayers, Mary B. Burke, Seventh Wing, LLC, Ruth And Charles White, Robert and Mary Ortiz-Abreu, Jr., Laura LaTorre, Marvin and Paula Swindle, Donna and David Wiggins, Emilie Cole Sanders, Philip and Cynthia Jones, Andrew Mohr, Alison Smith, Bobbie Faulkner, Marcus and Grace Thomas, Doris Skuhra, Robert and Ragan Albert, William Siler, Marva Card, Samuel Rubino, Matt Tatham, Scott Herman, Jay and Jennifer Merriman, Mary Ellen Oaks, Elizabeth Moseley, Ali and Michelle Erfani, Emily Chapman, John T. and Laura L. Martin, Roseann Techman, Robert Price, Henry Edward Tiencken, Jean B. Wallace, Michael B. Hartnett, Carolyn Carrico, Jennifer Snowden, Joshua Long, J. Michael and Gloria McDonnell, Sandra Girt, Jane

Thompson, John Hill, III, and Glenna McKenzie, Jeff Garder, Freeman Tharp, Pete Dunham, Jeanne-Marie Busuttil, Gladys J. Johnson, Robert W. Simpson, Heidi J. Richter, Mark Commander, Kathleen Waite, and Koo Hwang as individual homeowners, and any other unit owners that have assigned claims to Cambridge Lakes Condominium Homeowners Association, Inc. (hereinafter collectively referred to as "Plaintiffs"), pursuant to Rule 41(a)(1)(b), SCRCP, by and through their counsel of record, and hereby stipulate to the dismissal with prejudice of claims of Plaintiffs against Novus Architects, Inc. f/k/a SGM Architects, Inc. f/k/a Smith Gerber McClure & Associates, Inc. f/k/a Smith Gerber & Associates, Inc. (hereinafter "SGM") in the above-captioned action, as the matter involved has been resolved and settled by and among these parties.

Further, Bostic Brothers Construction, Inc. (hereinafter "Bostic"); Cambridge Lakes, LP a/k/a Cambridge Lakes Apartment Homes, LP, Cambridge Lakes Apartments, LP, a/k/a Cambridge Lakes Apartment Homes, LP and Stephen R. Heape (hereinafter collectively "Cambridge"); Cambridge Two, LLC and Albert V. Estee (hereinafter collectively "Cambridge Two"); and SGM hereby stipulate to the dismissal with prejudice of all cross-claims asserted between and amongst Bostic, Cambridge, Cambridge Two, and SGM in the above-captioned action, as Bostic, Cambridge, Cambridge Two, and SGM have executed separate settlement agreements with the Plaintiffs and, therefore, are agreeable to dismissing their cross-claims.

WE SO CONSENT:

CARLOCK COPELAND & STAIR, L.L.P.

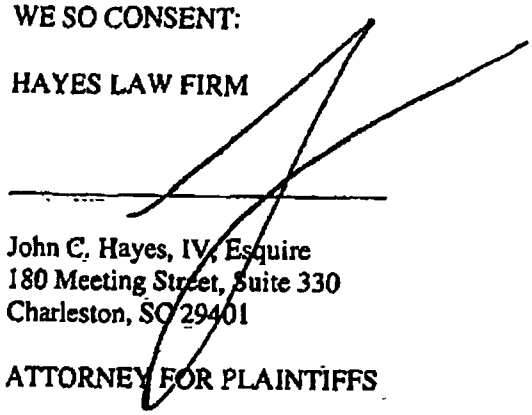


Kent T. Stair, Esquire
Paul E. Sperry, Esquire
J. Patrick Norris, Esquire
40 Calhoun Street, Suite 400
Charleston, SC 29401

ATTORNEYS FOR DEFENDANT NOVUS ARCHITECTS, INC. f/k/a SGM ARCHITECTS, INC. f/k/a SMITH GERBER MCCLURE & ASSOCIATES, INC. f/k/a SMITH GERBER & ASSOCIATES, INC.

WE SO CONSENT:

HAYES LAW FIRM



John C. Hayes, IV, Esquire
180 Meeting Street, Suite 330
Charleston, SC 29401

ATTORNEY FOR PLAINTIFFS

WE SO CONSENT:

HALL BOOTH SMITH & SLOVER, PC

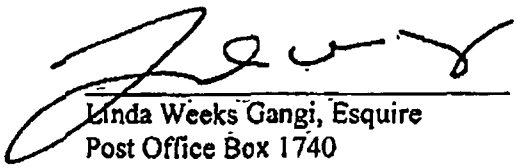


Alan Belcher, Esquire
Post Office Box 61299
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ATTORNEY FOR DEFENDANT BOSTIC BROTHERS CONSTRUCTION, INC.

WE SO CONSENT:

THOMPSON & HENRY, P.A.



Linda Weeks Gangi, Esquire
Post Office Box 1740
Conway, SC 29528

ATTORNEY FOR DEFENDANTS CAMBRIDGE LAKES, LP a/k/a CAMBRIDGE LAKES APARTMENT HOMES, LP, CAMBRIDGE LAKES APARTMENTS, LP a/k/a CAMBRIDGE LAKES APARTMENT HOMES, LP, AND STEPHEN R. HEAPE

WE SO CONSENT:

NEXSEN PRUET, L.L.C.



01/10/2011

David J. Parrish, Esquire
205 King Street, Suite 400
Charleston, SC 29401

ATTORNEY FOR DEFENDANTS CAMBRIDGE TWO, LLC AND ALBERT V. ESTEE

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-10-3506

CAMBRIDGE LAKES CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., MARGEL S. HENNING , STEVE FISCHER, MARK and BRENDA SCHILLACI, GARY and BILLIE CONLEY, GERALD DARNELL, JOHN MASCIOLI and GLORIA HARDIN, CLINT GASKINS, MITCHELL GASKILL, THOMAS MURPHY, EDWARD BOGGS, BRUCE ADKINS, CHARLESTON HOME TEAM PROPERTY, LLC., PAM SNYDER, LOUELLA ENK, JEREMIAH and GLORIA MORRISON, ERIN BLEVINS, CHARLES TAYLOR, JR., MARION RIZZARDINI, KAREN ABRAMS, E. MIKELL CARROLL, VERNILL ROBERTS, KIM JACKSON, META KING, JAMES and MARGARET AYERS, MARY B. BURKE, SEVENTH WING, LLC, RUTH CATE and CHARLES WHITE, ROBERT and MARY ORTIZ-ABREU, JR., LAURA LaTORRE, MARVIN and PAULA SWINDLE, DONNA and DAVID WIGGINS, EMILIE COLE SANDERS, PHILIP and CYNTHIA JONES, ANDREW MOHR, ALISON SMITH, BOBBIE FAULKNER, MARCUS and GRACE THOMAS, DORIS SKUHRA, ROBERT and RAGAN ALBERT, WILLIAM SILER, MARVA CARD, SAMUEL RUBINO, MATT TATHAM, SCOTT HERMAN, JAY and JENNIFER MERRIMAN, MARY ELLEN OAKS, ELIZABETH MOSELEY, ALI and MICHELLE ERFANI, EMILY CHAPMAN, JOHN T. and LAURA L. MARTIN, ROSEANN TECHMAN, ROBERT PRICE, HENRY EDWARD TIENCKEN, JEAN B. WALLACE, MICHAEL B. HARTNETT, CAROLYN CARRICO, JENNIFER SNOWDEN, JOSHUA LONG, J. MICHAEL and GLORIA McDONNELL, SANDRA GIRT, JANE THOMPSON, JOHN HILL, III., GLENNA McKENZIE, JEFF GARDNER, FREEMAN THARP, PETE DUNHAM, JEANNE-MARIE BUSUTTIL, GLADYS J. JOHNSON, ROBERT W. SIMPSON, HEIDI J. RICHTER, MARK COMMANDER, KATHLEEN WAITE,and KOO HWANG as Individual Homeowners,

Plaintiffs,

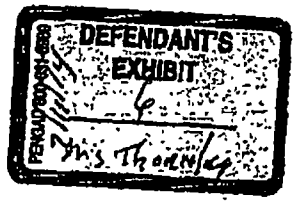
vs.

BOSTIC BROTHERS CONSTRUCTION, INC., CAMBRIDGE TWO, LLC, CAMBRIDGE LAKES LP a/k/a CAMBRIDGE LAKES APARTMENTS HOMES, LP, CAMBRIDGE LAKES APARTMENTS, LP a/k/a CAMBRIDGE LAKES

FILED
2010 JUL 14 PM 4:55
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

THIRD AMENDED SUMMONS

(JURY TRIAL DEMANDED)



APARTMENTS HOMES, LP, CLASSIC PROPERTIES, INC. OF CHARLESTON, CAMBRIDGE CONTRACTING LP, SELECTIVE INSURANCE COMPANY OF AMERICA, SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA, JOSE NINO, B & B CONSTRUCTION CO., INTERCOASTAL CONSTRUCTION, INC. d/b/a and a/k/a INTRACOASTAL CONSTRUCTION, CAROLINA APARTMENT INTERIORS, LLC, ARMANDO MEDINA CORTEZ a/k/a ARMANDO MEDINA a/k/a ARMANDO CORTES d/b/a MJG CONSTRUCTION, VINCENT MORALES d/b/a V. MORALES MASONRY, MJG CONSTRUCTION AND HOMEBUILDERS, INC., B & B CONSTRUCTION OF CHARLESTON, INC., SUPERSEAL MANUFACTURING, INC., MAJESTIC WINDOW MANUFACTURING, LTD. f/k/a SOURCE WINDOWS, LTD., VWD (2008) NC, INC f/k/a VINYL WINDOW DESIGNS-USA, INC. a/k/a VINYL WINDOWS DESIGN, LTD. PEGRAM-WEST INC., CHASE HOMES, INC., CHASE-ROBERTSON BUILDERS, INC., SGM ARCHITECTS, INC. f/k/a SMITH, GERBER, MCCLURE & ASSOCIATES, INC. f/k/a SMITH GERBER & ASSOCIATES, INC., TRADEMARK PROPERTIES, INC., STEPHEN R. HEAPE, Individually and Independently As General Partner of CAMBRIDGE LAKES, LP, ALBERT V. ESTEE, Individually,

Defendants,

AND

BOSTIC BROTHERS CONSTRUCTION, INC.,

Third-Party Plaintiff,

vs.

JOSE NINO, INTERCOASTAL CONSTRUCTION, INC., CAROLINA APARTMENT INTERIORS, LLC, MJG CONSTRUCTION AND HOMEBUILDERS, INC., B & B CONSTRUCTION OF CHARLESTON, INC., AND V. MORALES MASONRY,

Third-Party Defendants.

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Second Amended Complaint upon the subscribers at their office at 180 Meeting Street, Suite 330, Charleston, South

Carolina within 30 days after the service hereof, exclusive of the day of such service, and if you fail to answer within the prescribed time, a judgment by default will be rendered against you for the amount or other remedy requested in the attached Complaint plus interests and costs.

Respectfully submitted,
HAYES LAW FIRM, LLC

By: _____

John C. Hayes, IV, Esquire (Bar No 68740)
Mary-Margaret S. Fitzhenry (Bar No. 71713)
180 Meeting Street, Suite 330
Charleston, SC 29401
Phone: (843) 805-7003
Fax: (843) 720-5999
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July 14, 2010
Charleston, South Carolina

ATTORNEYS FOR PLAINTIFFS

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-10-3506

CAMBRIDGE LAKES CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., MARGEL S. HENNING , STEVE FISCHER, MARK and BRENDA SCHILLACI, GARY and BILLIE CONLEY, GERALD DARNELL, JOHN MASCIOLI and GLORIA HARDIN, CLINT GASKINS, MITCHELL GASKILL, THOMAS MURPHY, EDWARD BOGGS, BRUCE ADKINS, CHARLESTON HOME TEAM PROPERTY, LLC., PAM SNYDER, LOUELLA ENK, JEREMIAH and GLORIA MORRISON, ERIN BLEVINS, CHARLES TAYLOR, JR., MARION RIZZARDINI, KAREN ABRAMS, E. MIKELL CARROLL, VERNILL ROBERTS, KIM JACKSON, META KING, JAMES and MARGARET AYERS, MARY B. BURKE, SEVENTH WING, LLC, RUTH CATE and CHARLES WHITE, ROBERT and MARY ORTIZ-ABREU, JR., LAURA LaTORRE, MARVIN and PAULA SWINDLE, DONNA and DAVID WIGGINS, EMILIE COLE SANDERS, PHILIP and CYNTHIA JONES, ANDREW MOHR, ALISON SMITH, BOBBIE FAULKNER, MARCUS and GRACE THOMAS, DORIS SKUHRA, ROBERT and RAGAN ALBERT, WILLIAM SILER, MARVA CARD, SAMUEL RUBINO, MATT TATHAM, SCOTT HERMAN, JAY and JENNIFER MERRIMAN, MARY ELLEN OAKS, ELIZABETH MOSELEY, ALI and MICHELLE ERFANI, EMILY CHAPMAN, JOHN T. and LAURA L. MARTIN, ROSEANN TECHMAN, ROBERT PRICE, HENRY EDWARD TIENCKEN, JEAN B. WALLACE, MICHAEL B. HARTNETT, CAROLYN CARRICO, JENNIFER SNOWDEN, JOSHUA LONG, J. MICHAEL and GLORIA McDONNELL, SANDRA GIRT, JANE THOMPSON, JOHN HILL, III., GLENNA McKENZIE, JEFF GARDNER, FREEMAN THARP, PETE DUNHAM, JEANNE-MARIE BUSUTTIL, GLADYS J. JOHNSON, ROBERT W. SIMPSON, HEIDI J. RICHTER, MARK COMMANDER, KATHLEEN WAITE,and KOO HWANG as Individual Homeowners,

Plaintiffs,

vs.

BOSTIC BROTHERS CONSTRUCTION, INC., CAMBRIDGE TWO, LLC, CAMBRIDGE LAKES LP a/k/a CAMBRIDGE LAKES APARTMENTS HOMES, LP, CAMBRIDGE LAKES APARTMENTS, LP a/k/a CAMBRIDGE LAKES APARTMENTS HOMES, LP, CLASSIC

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JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

THIRD AMENDED COMPLAINT

(JURY TRIAL DEMANDED)

PROPERTIES, INC. OF CHARLESTON, CAMBRIDGE CONTRACTING LP, SELECTIVE INSURANCE COMPANY OF AMERICA, SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA, JOSE NINO, B & B CONSTRUCTION CO., INTERCOASTAL CONSTRUCTION, INC. d/b/a and a/k/a INTRACOASTAL CONSTRUCTION, CAROLINA APARTMENT INTERIORS, LLC, ARMANDO MEDINA CORTEZ a/k/a ARMANDO MEDINA a/k/a ARMANDO CORTES d/b/a MJG CONSTRUCTION, VINCENT MORALES d/b/a V. MORALES MASONRY, MJG CONSTRUCTION AND HOMEBUILDERS, INC., B & B CONSTRUCTION OF CHARLESTON, INC., SUPERSEAL MANUFACTURING, INC., MAJESTIC WINDOW MANUFACTURING, LTD. f/k/a SOURCE WINDOWS, LTD., VWD (2008) NC, INC f/k/a VINYL WINDOW DESIGNS-USA, INC. a/k/a VINYL WINDOWS DESIGN, LTD. PEGRAM-WEST INC., CHASE HOMES, INC., CHASE-ROBERTSON BUILDERS, INC., SGM ARCHITECTS, INC. f/k/a SMITH, GERBER, MCCLURE & ASSOCIATES, INC. f/k/a SMITH GERBER & ASSOCIATES, INC., TRADEMARK PROPERTIES, INC., STEPHEN R. HEAPE, Individually and Independently As General Partner of CAMBRIDGE LAKES, LP, ALBERT V. ESTEE, Individually,

Defendants,

AND

BOSTIC BROTHERS CONSTRUCTION, INC.,

Third-Party Plaintiff,

vs.

JOSE NINO, INTERCOASTAL CONSTRUCTION, INC., CAROLINA APARTMENT INTERIORS, LLC, MJG CONSTRUCTION AND HOMEBUILDERS, INC., B & B CONSTRUCTION OF CHARLESTON, INC., AND V. MORALES MASONRY,

Third-Party Defendants.

The Plaintiffs, Cambridge Lakes Condominium Homeowners Association, Inc., and Margel S. Henning, Steve Fischer, et al. as Individual Homeowners, (hereinafter collectively "Cambridge") complaining of the Defendants named herein, would respectfully allege and show the Court as follows:

1. Cambridge Lakes Condominiums ("Cambridge Lakes") is a group of residential structures and buildings located in Mount Pleasant, County of Charleston, South Carolina.

2. The Cambridge Lakes units and clubhouse are located in seven buildings.

3. The Cambridge Lakes Condominium Homeowners Association, Inc., "The HOA," is the Homeowners Association for the above-referenced units and their owners and the clubhouse.

4. Margel S. Henning, Steve Fischer, Mark and Brenda Schillaci, Gary and Billie Conley, Gerald Darnell, John Mascioli and Gloria Hardin, Clint Gaskins, Mitchell Gaskill, Thomas Murphy, Edward Boggs, Bruce Adkins, Charleston Home Team Property, LLC, Pam Snyder, Louella Enk, Jeremiah and Gloria Morrison, Erin Blevins, Charles Taylor, Jr., Marion Rizzardini, Karen Abrams, E. Mikell Carroll, Vernell Roberts, Kim Jackson, Meta King, James and Margaret Ayers, Mary B. Burke, Seventh Wing, LLC, Ruth Cate and Charles White, Robert and Mary Ortiz-Abreu, Jr., Laura LaTorre, Marvin and Paula Swindle, Donna and David Wiggins, Emilie Cole Sanders, Philip and Cynthia Jones, Andrew Mohr, Alison Smith, Bobbie Faulkner, Marcus and Grace Thomas, Doris Skuhra, Robert and Ragan Albert, William Siler, Marva Card, Samuel Rubino, Matt Tatham, Scott Herman, Jay and Jennifer Merriman, Mary Ellen Oaks, Elizabeth Moseley, Ali and Michelle Erfani, Emily Chapman, John T. and Laura L. Martin, Roseann Techman, Robert Price, Henry Edward Tiencken, Jean B. Wallace, Michael B. Hartnett, Carolyn Carrico, Jennifer Snowden, Joshua Long, J. Michael and Gloria McDonnell, Sandra Girt, Jane Thompson, John Hill, III., and Glenna McKenzie Jeff Gardner, Freeman Tharp, Pete Dunham, Jeanne-Marie Busuttil, Gladys J. Johnson, Robert W. Simpson, Heidi J. Richter,

Mark Commander, Kathleen Waite, and Koo Hwang are ("Owners") of residential units in Cambridge.

5. The HOA and individual Homeowners own the elements of Cambridge.

6. Defendants, Cambridge Two, LLC, Cambridge Lakes, LP a/k/a Cambridge Lakes Apartments Homes, LP, Cambridge Lakes Apartments, LP a/k/a Cambridge Lakes Apartments Homes, LP, Classic Properties, Inc., of Charleston and Cambridge Contracting LP are South Carolina corporations, limited liability companies, or limited partnerships organized and existing under the laws of the State of South Carolina.

7. Defendant, Bostic Brothers Construction, Inc. (Bostic) is a corporation organized and existing under the laws of a state other than South Carolina; and it performed work during the construction and repair of Cambridge Lakes, at that location in South Carolina.

8. Defendant Selective Insurance Company of America (SICA) is upon information and belief, a duly licensed corporation organized and existing under the laws of a state other than South Carolina, authorized and doing business in the County of Charleston, State of South Carolina, which business includes, *inter alia*, the issuance of surety bonds guaranteeing payment and performance of general contractor's obligations. *See* Performance Bond and related documents collectively attached and incorporated as **Exhibit A** to the Amended Complaint.

9. Defendant Selective Insurance Company of South Carolina (SICSC) is upon information and belief, a duly licensed corporation organized and existing under the laws of South Carolina, authorized and doing business in the County of Charleston, State of South Carolina, which business includes, *inter alia*, the issuance

of surety bonds guaranteeing payment and performance of general contractor's obligations. *See* **Exhibit A.**

10. Upon information and belief, Defendant Jose Nino ("Nino"), at all times relevant hereto, conducted business in Charleston County, South Carolina and was hired as a subcontractor at the Project by Bostic to perform labor and services with regard to framing and roofing.

11. Upon information and belief, Defendant B&B Construction Co. ("B&B"), at all times relevant hereto, conducted business in Charleston County, South Carolina and was hired by Bostic as a subcontractor to install mill work and miscellaneous framing work at the Project.

12. Upon information and belief, B&B Construction of Charleston, at all times relevant hereto, conducted business in Charleston County, South Carolina and was hired by Bostic as a subcontractor to install mill work and miscellaneous framing work at the Project.

13. Upon information and belief, Defendant Armando Medina Cortez a/k/a Armando Medina a/k/a Armando Cortes d/b/a MJG Construction ("MJG"), at all times relevant hereto, conducted business in Charleston County, South Carolina and was hired by Bostic as a subcontractor to perform miscellaneous framing and other labor and services at the Project.

14. Upon information and belief, MJG Construction and Homebuilders, Inc. at all times relevant hereto, conducted business in Charleston County, South Carolina and was hired by Bostic as a subcontractor to perform miscellaneous framing and other labor and services at the Project.

15. Upon information and belief, Defendant Intercoastal Construction, Inc. d/b/a Intracoastal Construction ("Intercoastal"), at all times relevant hereto, conducted business in Charleston County, South Carolina and was hired by Bostic as a subcontractor to install soffit, fascia and siding at the Project.

16. Upon information and belief, Defendant Carolina Apartment Interiors, LLC ("CAI"), at all times relevant hereto, conducted business in Charleston County, South Carolina and was hired by Bostic as a subcontractor to set the windows in place at the Project as well as to conduct miscellaneous framing at the Project.

17. Upon information and belief, Defendant, Vincent Morales d/b/a V. Morales Masonry ("Morales"), at all times relevant hereto, conducted business in Charleston County, South Carolina and was hired by Bostic as a subcontractor to install brick veneer at the Project.

18. Superseal Manufacturing, Inc. ("Superseal") is a corporation organized and existing under the laws of a state other than South Carolina; and it manufactured and sold windows that were installed at the Project.

19. Majestic Window Manufacturing, Ltd. f/k/a Source Windows, Ltd. ("MWM") is a corporation organized and existing under the laws of a state other than South Carolina; and it manufactured and sold windows that were installed at the Project.

20. Upon information and belief, Defendant, VWD (2008) NC, Inc f/k/a Vinyl Window Designs-USA, Inc. a/k/a Vinyl Windows Design, Ltd. ("VWD") is or was a corporation organized under the laws of a state other than South Carolina and at all times relevant hereto was engaged in the practice of manufacturing, marketing, designing and selling products which were intended for use in, and were used in,

buildings and homes in Charleston County, South Carolina and were installed on Cambridge Lakes.

21. Upon information and belief, Defendant, Pegram-West Inc. ("PWI") is or was a corporation organized under the laws of a state other than South Carolina and at all times relevant hereto was engaged in the practice of designing and selling products which were intended for use in, and were used in, buildings and homes in Charleston County, South Carolina and were installed on Cambridge Lakes.

22. SGM Architects, Inc. f/k/a Smith, Gerber, McClure & Associates, Inc. f/k/a Smith Gerber & Associates, Inc. ("SGM") is a corporation organized and existing under the laws of South Carolina that at all times relevant hereto designed and performed and approved architectural services at Cambridge Lakes.

23. Upon information and belief, Defendant Chase Homes, Inc ("Chase"), at all times relevant hereto, was a corporation organized and existing under the laws of a state other than South Carolina, conducted business in Charleston County, South Carolina, and was hired as a subcontractor at the Project by Bostic to perform labor and services with regard to the installation of siding at Cambridge Lakes.

24. Upon information and belief, Defendant Chase-Robertson Builders, Inc. ("CRB"), at all times relevant hereto, was a corporation organized and existing under the laws of a state other than South Carolina, conducted business in Charleston County, South Carolina, and was hired as a subcontractor at the Project by Bostic to perform labor and services with regard to the installation of siding and trim and construction of the balconies at Cambridge Lakes.

25. Trademark Properties, Inc. is a corporation organized and existing under the laws of South Carolina that at all times relevant hereto was engaged in the

business of marketing and converting the Cambridge Lakes buildings into individual units for sale to the public as described and defined in the Horizontal Property Act, South Carolina Code Section §§ 27-31-10 et. seq. and pursuant to the provisions thereof, was engaged in the conversion, development, marketing and sales of Cambridge Lakes in the State of South Carolina.

26. Stephen R. Heape (hereinafter referred to as "Heape") is a citizen and resident of the State of South Carolina, County of Charleston, and was at all times relevant, individually and as General Partner of Cambridge Lakes, LP, engaged in the business of developing, building, renting, marketing, converting, and selling the Cambridge Lakes buildings to the public in the State of South Carolina.

27. Albert V. Estee (hereinafter referred to as "Estee"), individually is a citizen and resident of the State of South Carolina, County of Charleston, and was at all times relevant engaged in the business of marketing, converting, and selling the Cambridge Lakes buildings into individual units for sale to the public as described and defined in the Horizontal Property Act, South Carolina Code Section §§27-31-10 et. seq. and pursuant to the provision thereof, was engaged in the conversion and sales of condominiums in the State of South Carolina.

28. That Estee, individually, organized Cambridge Two, LLC to shield himself from personal liability for matters and things complained of hereinafter and from responsibility for his actions in the conversion and sales of Cambridge Lakes condominiums in South Carolina and, that at all time hereinafter mentioned, Albert Estee, solely, personally and individually, was the alter-ego of, controlled and dominated the shell and or sham corporation known as Cambridge Two, LLC; and this court should pierce the corporate veil in order that Albert Estee, individually, may

be held to be personally liable for damages caused by the said sham corporation and/or all of the Defendants.

29. That Estee was at all times relevant, individually and as a Limited Partner of Cambridge Lakes, LP, engaged in the business of developing, building, renting, marketing, converting, and selling the Cambridge Lakes buildings to the public in the State of South Carolina.

30. This Court has jurisdiction over all matters contained herein, and pursuant to S.C. Code Ann.§15-7-30, Charleston County, South Carolina is the proper venue for this action.

31. Plaintiffs filed suit in this matter on June 19, 2008.

32. In response to said suit, in its Amended Answer dated December 3, 2008, Bostic disclaimed liability for the construction deficiencies and alleged that the construction deficiencies were due to the negligence of subcontractors and suppliers.

33. In its Third Party Complaint, Bostic identified and described the other at-fault parties as follows:

a. Jose Nino ("Nino") was hired as subcontractor to perform labor and services with regard to framing and roofing.
b. B&B Construction of Charleston was hired as a subcontractor to install mill work and miscellaneous framing work at the project.
c. MJG Construction and Homebuilders, Inc. was hired as a subcontractor to perform miscellaneous framing and other labor and services at the project.
d. Intracoastal Construction, Inc. ("Intracoastal") was hired as a subcontractor to install soffit, fascia and siding at the project.
e. Carolina Apartment Interiors, LLC ("CAI") was hired as a subcontractor to set the windows in place at the project.
f. V. Morales Masonry ("Morales") was hired as a subcontractor to install brick veneer at the project.

34. Due to its supervision of the original construction project and other activities, it is believed, and therefore alleged here, that Bostic has a reasonable basis to assert fault on each of the subcontractors set forth above.

35. Additional suppliers, subcontractors, architects and parties involved in the construction, sale and conversion of the units and identified as participants in the defective construction project include the following defendants:

a. B & B Construction Co. was hired as a subcontractor to install mill work and miscellaneous framing work at the project.
b. Armando Medina Cortez a/k/a Armando Medina a/k/a Armando Cortes d/b/a MJG Construction performed miscellaneous framing and other labor and services at the Project.
c. Superseal Manufacturing, Inc. manufactured windows that were installed at Cambridge Lakes.
d. Majestic Window Manufacturing, Ltd. f/k/a Source Windows, Ltd. manufactured windows that were installed at Cambridge Lakes.
e. VWD (2008) NC, Inc f/k/a Vinyl Window Designs-USA, Inc. a/k/a Vinyl Windows Design, Ltd. manufactured windows that were installed at Cambridge Lakes.
f. Pegram West Inc. ("PWI") is or was a corporation organized under the laws of a state other than South Carolina and at all times relevant hereto was engaged in the practice of designing, supplying, and selling windows and other products which were installed at Cambridge Lakes.
g. SGM Architects, Inc. f/k/a Smith, Gerber, McClure & Associates, Inc. f/k/a Smith Gerber & Associates, Inc. designed and performed architectural services during the construction and inspection work at Cambridge Lakes and approved work at Cambridge Lakes.
h. Chase Homes, Inc ("Chase") was hired as a subcontractor to install siding at the project.
i. Chase-Robertson Builders, Inc. ("CRB") was hired as a subcontractor to install installation siding, trim, and construct the balconies at the project.
j. Trademark Properties, Inc. was engaged in the conversion, development, marketing and sales of

Cambridge Lakes in the State of South Carolina development, as described and defined in the Horizontal Property Act, South Carolina Code Section §§ 27-31-10 et. seq.

k. Stephen R. Heape, individually and as General Partner of Cambridge Lakes, LP, was engaged in the business of building, constructing, converting the Cambridge Lakes buildings into individual units for sale to the public as described and defined in the Horizontal Property Act, South Carolina Code Section §§ 27-31-10 et. seq.

l. Albert V. Estee, individually, was engaged in the business of converting the Cambridge Lakes buildings into individual units for sale to the public as described and defined in the Horizontal Property Act, South Carolina Code Section §§ 27-31-10 et. seq.

m. Albert V. Estee, individually and as Limited Partner of Cambridge Lakes, LP, was engaged in the business of building, constructing, converting the Cambridge Lakes buildings into individual units for sale to the public as described and defined in the Horizontal Property Act, South Carolina Code Section §§ 27-31-10 et. seq.

n. Selective Insurance Company of America (SICA) issued the surety bond guaranteeing payment and performance of general contractor's obligations.

o. Selective Insurance Company of South Carolina (SICSC) issued the surety bond guaranteeing payment and performance of general contractor's obligations.

36. In addition to the work described herein, many of the Defendants and Third Party-Defendants above named participated in other aspects of the work at Cambridge Lakes and thereby contributed to the defective construction project, in ways to be developed through the course of discovery; and Plaintiffs give notice to all Defendants that they reserve their right to further amend this Complaint in order to assert any new, additional or different causes of action or facts in support thereof, which are discovered through the course of discovery.

37. At all relevant times herein, Defendants engaged in the business of development, design, sales, marketing, bonding, building construction and/or repair in Charleston County, South Carolina.

38. Defendants designed, developed, constructed, converted, sold, marketed, bonded and/or repaired Cambridge Lakes.

39. The design development, construction, conversion, sales, marketing and repairs were performed by Defendants at the Cambridge property between 1998 to present.

40. Defendants SICA and SICSC issued a payment and performance bonds for the project at Cambridge Lakes, which bonds guaranteed, inter alia, that work of its principal Contractor, Bostic Brothers Construction, Inc., would be performed in strict compliance with the Construction Contract dated June 10, 1999 with Cambridge Lakes, LP for the construction of a housing project designated as Cambridge Lakes, LP Mount Pleasant, SC.

41. Upon information and belief, the Plaintiffs, as successors and/or assigns, were intended beneficiaries and/or third-party beneficiaries of the said Contracts and Performance Bonds entered into with regard to the real property at issue herein.

42. At the time the design development, construction, conversion, sales, marketing and repairs were completed by Defendants, the Cambridge Lakes Buildings and units contained many latent building defects, which were, by their nature, hidden or non-obvious, and which the Plaintiffs and other interested persons could not perceive or reasonably foresee.

43. The latent building defects have since resulted in repeated and severe water intrusion into the buildings and other damage and continue to do so through the date of this filing.

44. Defendants implicitly and/or explicitly represented to the Plaintiffs that the materials used by the Defendants were suitable for use on the Cambridge units.

45. Defendants knew or should have known that the materials used at the Cambridge Lakes units were defective, inappropriate or otherwise not suitable for use on the units; and that said materials and their improper installation would likely result, and have resulted in damage to Cambridge Lakes.

46. Defendants' unsuitable construction and/or repair work and the unsuitable materials used at the Cambridge property have resulted in severe water intrusion into the units and other damage.

47. The repeated and severe water intrusion has resulted in deterioration of the buildings and consequential damages and the damage continues to worsen through the date of this filing; and it is expected to continue to worsen even moreso in the future.

48. The repeated and severe water intrusion has resulted in extensive damages to the original structures, the interior of the Cambridge units, the exterior of the Cambridge units, and to the Homeowners and continues to do so through the date of this filing; and it is expected to continue to worsen even more so in the future .

49. A preliminary inspection of the Cambridge units evidences an unsuitable sealant used around windows, unsuitable windows, improperly installed windows, improper weather-lapping, improperly installed flashing, improperly installed roofing materials, improperly installed gutter and down spouts, improper installed brick

veneer, improper framing and various other building defects, to be developed through the course of discovery in this matter.

50. Defendants owed various duties to Plaintiffs and other interested persons as evidenced herewithin Plaintiffs' Third Amended Complaint and in Plaintiffs' previously filed Complaints and Amendments thereto incorporated herein by reference, and among them was a duty to construct and repair the Cambridge units in a workmanlike manner with suitable materials.

51. The allegations stated within the entirety of Plaintiffs' Third Amended Complaint are realleged and reiterated herein; and they demonstrate that Defendants owed duties and have breached their duties to Plaintiffs.

52. Said wrongful acts and breaches of duties by Defendants above-described have proximately caused and have resulted in the above-referenced building deficiencies and other consequential damages, partial loss of use, and severe mental and emotional stress of the individual Plaintiffs, individually and collectively.

53. Remedying the above-wrongs will result in additional monetary expenses and damages, including loss of use.

54. Further, the above has caused diminutions in value of the property, both pre-and post-repairs.

55. As a direct and proximate result of the Defendants' violations of its legal duties, Plaintiffs have been damaged in amounts to be determined by the jury.

FOR A FIRST CAUSE OF ACTION
Negligence
(As to All Defendants)

56. Plaintiffs' repeat and reallege the above allegations as if stated verbatim herein.

57. The Defendants were negligent, careless, reckless, willful and wanton in the following particulars:

a. in failing to properly construct the structures;
b. in failing to properly make repairs to the structures;
c. in failing to properly install windows;
d. in failing to properly install adequate flashing.
e. in failing to install adequate water barriers;
f. in failing to install weather proof building envelopes (exteriors);
g. in failing to install adequate roofing;
h. in failing to construct and repair the structures in accordance with due care and in accordance with standard building practices;
i. in failing to properly supervise the work and construction of the buildings;
j. in failing to hire competent subcontractors and specialty contractors;
k. in failing to properly coordinate the subcontractors;
l. in covering up deficiencies;
m. in misrepresenting the condition of the structures to the Plaintiffs;
n. in representing to Plaintiffs that Defendants had expert skills and ability;
o. in missing and/or inadequately installed weep holes in brick veneer;
p. in missing and/or inadequately installed sealant joints at dissimilar materials;
q. in missing and/or inadequately installed building wrap, including failure to properly lap building wrap with other building components;
r. inadequately installed siding and trim along the exterior porches, bay windows and other areas;
s. inadequately sealed penetrations;
t. inadequately installed gutters;
u. in failing to disclose condition of property during marketing and sales of same;
v. in failing to reasonably test the windows to determine if they were in accordance with applicable building codes and industry standards;
w. in developing and designing the windows in a defective manner;
x. in failing to properly draw the architectural designs for the project to prevent water intrusion and failing to properly administer the construction; *See* Affidavit of

Myiles Glick attached and incorporated as Exhibit B to the Amended Complaint;

y. in failing to adequately draw and design brick veneer and window flashing and other various aspects of construction;

z. in inadequately conducting punch list and site observations so as to prevent water intrusion, recognize code violations, and correct construction deficiencies;

aa. in failing to act as reasonable persons would in the circumstances then and there prevailing;

bb. in such other failures that will be shown during discovery and at trial;

cc. in failing to comply with applicable South Carolina statutes;

dd. in failing to comply with the Horizontal Property Act.

57. Said failures above-described demonstrate a breach of Defendants' duties to Plaintiffs and have proximately caused damage to the Plaintiffs in amounts to be determined by the jury.

58. Some or all of the said failures were committed with gross negligence and reckless disregard for the rights of others; and Plaintiffs are entitled to an award of punitive damages as a result.

FOR A SECOND CAUSE OF ACTION
Breach of Warranties
(As to All Defendants)

59. Plaintiffs repeat and reallege the above allegations as if stated verbatim herein.

60. The construction and repair work came with express and implied warranties that the work would be performed in a careful, diligent, competent, and workmanlike manner.

61. The construction, repair work and sales came with implied warranties of fitness, merchantability, workmanship and habitability.

62. Defendants have breached their warranties by constructing and repairing and selling the structures in a defective manner as set forth above.

63. By reason of Bostic's breaches of implied and express warranties and pursuant to the terms of Bostic's Construction contract, Bostic is hereby declared in default under the terms of the general contract, as that term is used in the contract and the Bond attached hereto, which contract and bond are alleged to have been intended for the benefit of the Plaintiffs, as successors and assigns, and among others, as third parties not named therein.

64. Defendants have breached their warranties by manufacturing, supplying, distributing and selling products installed on the Project that were defective as set forth above

65. Said breaches have proximately caused and have resulted in damage to the Plaintiffs in amounts to be determined by the jury.

FOR A THIRD CAUSE OF ACTION
Breach of Contract
(As to Bostic)

66. Plaintiffs repeat and reallege the above allegations as if stated verbatim herein.

67. Bostic contracted with other Defendants to provide General Contractor services for the Project, for the intended benefit of the Plaintiffs.

68. Bostic breached the Contract, which it entered into for the intended benefit of the Plaintiffs, in one or more of the following particulars:

a. in building the Project with construction defects;
b. in installing defective windows;
c. in using defective materials;
d. in building the Project in a manner not in conformity with the plans and the specifications;

e. in building the Project in a manner that did not conform with the customary and ordinary standards in the construction industry;

f. in failing to build the Project in compliance with the applicable building code;

g. in failing to properly supervise subcontractors and/or trades in order to ensure that all work proceeded in accordance with the plans and specifications and also in conformity with the customary and ordinary standards of the construction industry and the building code; and

h. in accepting and performing deficient and/or defective workmanship, without proper inspection to ensure that the work was correct and in conformity with industry standards and in accordance with the plans and specifications and the building code.

69. By reason of Bostic's breaches of Contract and pursuant to the terms of the contract, Bostic is hereby declared in default under the terms of the general contract, as that term is used in the contract and the Bond attached hereto, which contract and bond are alleged to have been intended for the benefit of the Plaintiffs, among others, as third parties not named therein.

70. As a direct and proximate result of Bostic's breach of the Contract, Plaintiffs have suffered injuries and damages in the amount equal to the extraordinary repair and reconstruction of major portions of the Project, the costs to investigate the extent of damage and design adequate repairs and supervise the repairs, the costs associated with relocating unit-owners and unit renters, and loss of income, lost business opportunities, as well as punitive damages as may be appropriate.

FOR A FOURTH CAUSE OF ACTION
Breach of Contract
(As to SGM)

71. Plaintiffs repeat and reallege the above allegations as if stated verbatim herein.

72. SGM Architects, Inc. f/k/a Smith, Gerber, McClure & Associates, Inc. f/k/a Smith Gerber & Associates, Inc. (SGM) contracted to provide professional architectural services during the construction and inspection work at Cambridge Lakes; and it approved work at Cambridge Lakes; for the intended benefit of Plaintiffs, who were intended third party beneficiaries of SGM's service contract.

73. SGM held itself out to the general public as a duly licensed architect in the State of South Carolina capable of designing and administering large construction contracts relating to the design and construction of projects such as Cambridge Lakes.

74. SGM has breached its Contract in that SGM failed to properly design and specify the Project in question and in failing to properly administer the construction performed by Bostic in that it certified payment for defective work of which the Plaintiffs were unaware and of which SGM was or should have been aware and, further, SGM provided structural design which was inadequate for the project in question. *See* Exhibit B.

75. As a direct and proximate result of SGM's breaches of contract as aforesaid, Plaintiffs have been proximately damaged as aforesaid in amounts to be determined at trial.

FOR A FIFTH CAUSE OF ACTION
Unfair Trade Practice S.C.Code Ann. § 39-5-10, et seq. (Supp.2008)
(As to All Defendants)

76. Plaintiffs repeat and reallege the above allegations as if stated verbatim herein.

77. At the time of construction and sale, Defendants were in the business of designing construction, repair, developing, converting, selling and marketing Cambridge Lakes.

78. Defendants were engaged in commerce as defined by the South Carolina Unfair Trade Practices Act, S.C.Code Ann. § 39-5-10, et seq. (Supp.2008) .

79. Defendants above described activities, include: violating construction standards in the construction of the structure; violating building codes; mishandling the repair of the Plaintiffs property; failing to comply with applicable South Carolina statutes, including but not limited to the South Carolina Horizontal Property Act S.C. Code Ann. § 27-31-10 et. seq.; concealing construction defects and consequential damages once discovered; and failing to honor warranty obligations; and these acts constitute unfair and deceptive practices in the conduct of the Defendants' trade; and such acts are capable of repetition and are injurious to the public, because the Defendants are capable of continuing such acts.

80. Defendants knew or should have known that their above described conduct violated South Carolina Code Ann. §§ 39-5-20, the Horizontal Property Act, § 27-31-30, and other applicable statutes.

81. Defendants' above described conduct entitles the Plaintiffs to an award of treble damages, attorneys' fees and costs.

FOR A SIXTH CAUSE OF ACTION
Strict Liability/Products Liability
(As to Superseal, MWM, VWD, and PWI)

82. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if stated verbatim herein.

83. Upon information and belief, Superseal, MWM, VWD, and PWI (collectively referred to as Window Defendants) are in the business of designing, manufacturing, marketing, distributing, selling and/or installing windows. Defendants Superseal, MWM, VWD, and PWI marketed the windows as products that would provide a safe and durable barrier from the elements. Defendants Superseal, MWM, VWD, and PWI further untruly marketed and misrepresented to the public in general; and to the Plaintiffs in particular, that their windows require little or no maintenance.

84. The Window Defendants' windows were installed in Plaintiffs' properties, and they were defectively designed and manufactured in that they allow water to intrude into the wall system, resulting in significant damage in the form of rot and other contamination and deterioration to the structures into which the windows were installed.

85. Defendants Superseal, MWM, VWD, and PWI, in violation of South Carolina Code § 15-73-10, designed, manufactured, marketed, distributed and sold a product that was defective and was in a condition unreasonably dangerous to the Plaintiffs and their property. Upon information and belief, the windows and doors reached the Plaintiffs, and were intended to reach the Plaintiffs, without substantial change in the condition in which they were manufactured and sold.

86. As a direct, foreseeable, and proximate result of the sale of the defective windows by Defendants Superseal, MWM, VWD, and PWI, the Plaintiffs have suffered significant physical damage to the buildings at Cambridge lakes, including rotting structural members, other contamination and deterioration, as well as diminution in its value. The Plaintiffs have further been damaged in that they have

spent and will continue to expend large sums of money in order to determine the extent of the damage to the structure and to repair it.

87. As a result of the Window Defendants' conduct, above described, Plaintiffs are entitled to damages in amounts to be proved at trial.

FOR A SEVENTH CAUSE OF ACTION
Negligence
(As to Stephen R. Heape, Individually and as General Partner of Cambridge Lakes, LP)

88. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if stated verbatim herein.

89. Stephen R. Heape is the named General Partner of Cambridge Lakes LP, and has controlled the ownership, management and decision-making authority of Cambridge Lakes, LP.

90. That Heape, General Partner of Cambridge Lakes LP, is liable to third parties as if Cambridge Lakes, LP was a general partnership, according to S.C. Code Ann. §§ 33-42-630(b) and 33-41-350.

91. That Heape is an agent of Cambridge Lakes, LP for the purpose of its business and for the acts of every partner, including the execution in the partnership name of any instrument, and his actions are binding on the partnership according to S.C. Code Ann. § 33-41-310(1).

92. Heape, individually and as a General Partner, is liable jointly and severally for everything chargeable to Cambridge Lakes, LP, under S.C. Code Ann. § 33-41-370(A) and (C) and for any acts committed by Heape, himself.

93. Heape, individually and as a General Partner, is specifically liable for his own negligence, wrongful acts, or misconduct, or that of any person under his direct

supervision or control, including other limited partners, agents, employees, independent contractors, etc. of the Cambridge Lakes, LP.

94. That Heape, individually and as a General Partner, and Cambridge Lakes, LP have been negligent, willful, wanton, and reckless in one or more ways in the construction, sale, marketing, and/or conversion of Cambridge Lakes, as outlined above in Plaintiffs' First and Fifth Causes of Action against all Defendants and incorporated fully by reference herein.

95. That Stephen R. Heape, individually and as a named General Partner of Cambridge Lakes LP, owed and breached a duty to the Plaintiffs and is liable to the Plaintiffs for his wrongful acts, omissions, and/or recklessness, and for losses and/or injuries to the Plaintiffs according to S.C. Code Ann. § 33-41-350.

96. That Heape's negligence as a General Partner and as an individual above-described has proximately damaged the Plaintiffs in amounts to be determined by the jury.

97. Some or all of the said failures were committed in breach of his duty of due care and with reckless disregard for the rights of others; and Plaintiffs are entitled to an award of punitive damages as a result.

FOR A EIGHTH CAUSE OF ACTION
Negligence
(As to Albert Estee, Individually)

98. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if stated verbatim herein.

99. Albert V. Estee, individually is or was engaged in the business of converting the Cambridge Lakes buildings into individual units for sale to the public

as described and defined in the Horizontal Property Act, South Carolina Code Section §§ 27-31-10 et. seq. and pursuant to the provisions thereof, thereby enabling Estee, individually, and Cambridge Two, LLC to convert Cambridge Lakes and engage in the sale of these condominiums in the State of South Carolina.

100. Estee is personally responsible for any gross negligence, incompetence and/or misconduct in the practice of his profession and/or the conversion and sale of the condominiums pursuant to the Horizontal Property Act.

101. Estee, in supervising the conversion and sale of Cambridge Lakes, was grossly negligent and incompetent in the manner in which he converted and sold the units at Cambridge Lakes and that he breached the duty of due care owed to the Plaintiffs herein and to the public in general in the conversion and sale of individual units at Cambridge Lakes as is herein set forth.

102. The Cambridge Lakes units converted and sold by Estee were defective and unsafe as a direct and proximate result of Estee's gross negligence, incompetence, and misconduct; and the Plaintiffs herein have suffered actual, special, incidental, direct, indirect and consequential damages and are entitled to punitive damages in amounts to be determined at trial as hereinabove set forth.

FOR A NINTH CAUSE OF ACTION
Piercing the Corporate Veil/Alter Ego Liability
(As to Albert Estee, Individually, and Cambridge Two, LLC)

103. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if stated verbatim herein.

104. Estee incorporated and/or caused to be incorporated Cambridge Two, LLC under the Laws of the State of South Carolina for the purpose of converting and

sales, inter alia, Cambridge Lakes; upon information and belief, Estee has been the President, Chairman of the Board of Directors, and sole active Director, and sole or dominant Shareholder since the date of incorporation.

105. Upon information and belief, Estee consistently failed, and continues to fail to observe the necessary corporate formalities, as required by law; and has undercapitalized Cambridge Two, LLC, has siphoned corporate funds for personal use, has used corporate facilities and employees for personal ends, and has otherwise so intermingled his personal and financial affairs with the corporation that it is and has been, and continues to be the alter ego of Estee; and that Cambridge Two, LLC has never had, nor does it now have, a genuine or separate corporate existence, but has been used and continues to be used solely for the primary purpose of permitting Estee to transact his individual business under a corporate guise, and significantly profit therefrom, to the detriment of the Plaintiffs.

106. Estee's primary purpose in creating Cambridge Two, LLC was to permit Estee to transact his individual business under the protective veil of a limited liability company and/or corporation.

107. The acts and omissions of Estee, as well as his relationship with Cambridge Two, LLC described in this Complaint were unlawful.

108. The alter ego relationship between Estee and Cambridge Two, LLC entitles Plaintiffs to "pierce the corporate veil" and recover against the individual Albert Estee, personally and individually, for all acts and omissions which would otherwise be attributable to Cambridge Two, LLC and/or its agents or employees.

FOR A TENTH CAUSE OF ACTION
Claim under Performance Bond
(As to SICA and SICSC)

109. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if stated verbatim herein.

110. Heretofore SICA and SICSC issued its Performance Bond in which Cambridge Lakes, LP was named as "Owner-Obligee," Highland Mortgage Company was the Lender, Bostic Brothers Construction, Inc. was principal, and SICA and SICSC was Surety. Said bond incorporating by reference the terms and provisions of the contract between Cambridge Lakes, LP and Bostic Brothers in the face amount of Six Million, Two Hundred Forty-One Thousand, Eight Hundred and Forty dollars ($6,241,840.00). ***See* Exhibit A.**

111. The construction contract was incorporated by reference in the bond required, *inter alia*, that Bostic's work would be in compliance with the contract specifications and that all work, "undertakings, covenants, terms, conditions and agreements of said Contract" would be "well and truly perform(ed)" by Bostic in conformance with the contract documents.

112. The Plaintiffs have discovered substantial and widespread latent defects which were caused by among other things the failure of the Contractor Bostic, SICA and SICSC's Principal, to comply with the contract documents and provide work which was of good quality and free from defects.

113. The Contractor Bostic has failed and refused to correct said defective work and as such is in default under the terms of such contract.

114. As a direct and proximate result of said default of the Contractor Bostic obligations, SICA and SICSC are now responsible under the terms of the bond to correct or otherwise compensate the Plaintiffs, as successors, assigns,

beneficiaries and/or intended third party beneficiaries of both the Contract and the Bond, for damages they have and will sustain as the result of Bostic's failure to perform as aforesaid.

115. As a direct and proximate result of the aforesaid, SICA and SICSC are liable to Plaintiffs up to the penal sum of the bond for all costs to correct and/or perform all the undertakings, covenants, terms, and conditions of the contract between the Bostic and Cambridge Lakes, LP, Owner-Obligee, and they are responsible to reimburse and repay the Plaintiff's for all expenses and damages, incidental, special, consequential, and otherwise which they have or will incur by virtue of the defective work done by Bostic which constitutes a default under the bond.

FOR AN ELEVENTH CAUSE OF ACTION
Aiding and Abetting
(As to Stephen R. Heape, Individually and Albert Estee, Individually)

116. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if stated verbatim herein.

117. Cambridge Lakes, LP was engaged in the business of building, constructing, marketing, converting, selling, renting and developing the Cambridge Lakes buildings in the state of South Carolina into individual units for sale to the public as described and defined in the Horizontal Property Act, South Carolina Code Section §§ 27-31-10 et. seq.

118. Cambridge Lakes, LP has committed independent acts, omissions, and/or reckless wrongs in one or more ways as outlined above in the FIRST, SECOND AND FIFTH Causes of Action and realleged as if fully restated verbatim herein.

119. Stephen R. Heape and Albert Estee, separately and individually, knew, had constructive knowledge, and/or were reckless in not knowing of the acts, omissions, and/or reckless wrongs that Cambridge Lakes, LP was committing.

120. Stephen R. Heape and Albert Estee, separately and individually, rendered substantial assistance in furthering the acts, omissions, and/or recklessness of Cambridge Lakes LP.

121. Stephen R. Heape and Albert Estee, separately and individually, acted as a decision makers for Cambridge Lakes, LP. and were a driving force behind the acts, omissions, and/or recklessness of Cambridge Lakes, LP as hereinabove described.

122. That Heape and Albert Estee, separately and individually, are liable to third parties for their participation in and furthering of the independent acts, omissions, and/or recklessness committed by Cambridge Lakes, LP as hereinabove described.

123. That Heape and Estee, separately and individually, have been willful, wanton, and reckless in their aiding, abetting, and furthering of the acts, omissions, and/or recklessness of Cambridge Lakes, LP as hereinabove described.

124. That Stephen R. Heape and Albert Estee, separately and individually, are liable for the losses and/or injuries to the Plaintiffs and sustained due to their aid to Cambridge Lakes, LP.

125. That separately and individually, Heape's and Estee's knowledge and/or constructive knowledge of the acts, omissions and recklessness of Cambridge Lakes, LP and the assistance Heape and Estee provided to Cambridge Lakes, LP have proximately damaged the Plaintiffs in amounts to be determined by the jury.

126. Some or all of the said failures were committed with reckless disregard for the rights of others; and Plaintiffs are entitled to an award of special and punitive damages as a result.

FOR AN THIRTEENTH CAUSE OF ACTION
Aiding and Abetting
(As to Albert Estee, Individually)

127. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if stated verbatim herein.

128. Cambridge Two, LLC was engaged in the business of converting the Cambridge Lakes buildings into individual units for sale to the public as described and defined in the Horizontal Property Act, South Carolina Code Section §§ 27-31-10 et. seq. and pursuant to the provisions thereof, and was thereby engaged in the business of building, constructing, marketing, converting, selling, renting and developing the Cambridge Lakes buildings in the state of South Carolina.

129. Cambridge Two, LLC has committed independent acts, omissions, and/or reckless wrongs in one or more ways as outlined above in the FIRST, SECOND AND FIFTH Causes of Action and realleged as if fully restated verbatim herein.

130. Albert V. Estee knew, had constructive knowledge, or was reckless in not knowing of the acts, omissions, and/or reckless wrongs that Cambridge Two, LLC was committing.

131. Albert V. Estee rendered substantial assistance in furthering the acts, omissions, and/or recklessness of Cambridge Two, LLC.

132. Albert V. Estee acted as a decision maker for Cambridge Two, LLC and was a driving force behind the acts, omissions, and/or recklessness of Cambridge Two, LLC as hereinabove described.

133. That Estee is liable to third parties for his participation in and furthering of the independent acts, omissions, and/or recklessness committed by Cambridge Two, LLC as hereinabove described.

134. That Estee has been willful, wanton, and reckless in his aiding, abetting, and furthering of the acts, omissions, and/or recklessness of Cambridge Two, LLC as hereinabove described.

135. That Albert V. Estee is liable for the losses and/or injuries to the Plaintiffs and sustained due to his aid to Cambridge Two, LLC .

136. That Estee's knowledge and/or constructive knowledge of the acts, omissions and recklessness of Cambridge Two, LLC and the assistance Estee provided to Cambridge Two, LLC has proximately damaged the Plaintiffs in amounts to be determined by the jury.

137. Some or all of the said failures were committed with reckless disregard for the rights of others; and Plaintiffs are entitled to an award of special and punitive damages as a result.

WHEREFORE, Plaintiffs pray that:

a. Judgment be entered in favor of the Plaintiffs on all their causes of action herein;

b. Plaintiffs recover actual damages, consequential damages, statutory damages, and punitive damages in an amount in excess of EIGHT MILLION DOLLARS ($8,000,000.00);

c. Plaintiffs recover all necessary and reasonable costs and expenses of this suit;

d. Plaintiffs recover attorney's fees;

e. Plaintiffs recover pre- and post-judgment interest at the maximum rates allowed by law; and that

f. Plaintiffs be awarded any other remedy it is entitled to at law or at equity.

Respectfully submitted,

HAYES LAW FIRM, LLC

By: _____

John C. Hayes, IV, Esquire (Bar No 69740)
Mary-Margaret S. Fitzhenry (Bar No. 71713)
180 Meeting Street, Suite 330
Charleston, SC 29401
Phone: (843) 805-7003
Fax: (843) 720-5999
jhayes@hayeslaw.org
mfitzhenry@hayeslaw.org

ATTORNEYS FOR PLAINTIFFS

July 14, 2010
Charleston, South Carolina

08-3504

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14th day of July, 2010, a true and correct copy of the foregoing Third Amended Complaint was served upon all parties and/or their respective counsel of record by either placing the same in the U.S. Mail, via First Class Mail, postage prepaid or via email as previously agreed to in this case and addressed as follows:

Counsel for Bostic Brothers Construction, Inc. Alan Ross Belcher, Jr **ALAN BELCHER LAW OFFICES, LLC** 234 Seven Farms Drive, Suite 115 Charleston, SC 29492 abelcher@allen-koper.com mberenguer@allen-koper.com	***Counsel for Morales Masonry*** Julian K. Allen, Esquire David Cobb, Esquire **TURNER PADGET GRAHAM & LANEY, P.A.** Gateway Center, Suite 200 P.O. Box 22129 Charleston, SC 29413-2129 jallen@turnerpadget.com dcobb@turnerpadget.com dbuck@turnerpadget.com 2010 JUL 14 PM 4:55 JULIE J. ARMSTRONG CLERK OF COURT FILED
Counsel for Cambridge Lakes Apartments, LP. and Cambridge Lakes, LP Linda Weeks Gangi, Esq. E.B. Davis Inabnit, Jr., Esq. **THOMPSON & HENRY, P.A.** 1300 2nd Avenue, Third Floor P.O. Box 1740 Conway, SC 29528 linda@thompsonlaw.com ann@thompsonlaw.com	***Counsel for Jose Nino*** J. J. Anderson, Esquire Lisa Reynolds, Esquire Katie Miars, Esquire **ANDERSON & REYNOLDS, LLC** 37 Broad Street Charleston, S.C. 29401 janderson@arlawsc.com jdunning@arlawsc.com kmiars@arlawsc.com
Counsel for Classic Properties, Inc., of Charleston Meredith L. Coker, Esquire Charles Altman, Esq. Wes Meetze, Esquire **ALTMAN & COKER, LLC** Post Office Box 265 Charleston, SC 29402 Physical Address: 575 King Street, Suite A Charleston, SC 29403 mcoker@altmancoker.com caltman@altmancoker.com wmeetze@altmancoker.com cbiddle@altmancoker.com	***Counsel for Selective Insurance of America Selective Insurance of SC*** Henry W. Brown, Esquire John W. Davidson, Esquire Joan Hartley, Esquire **NEXSEN PRUET, LLC** 1230 Main Street, 7th Floor Columbia, SC 29201 hbrown@nexsenpruet.com jdavidson@nexsenpruet.com jhartley@nexsenpruet.com srabon@nexsenpruet.com
Counsel for Cambridge Two, LLC David J. Parrish, Esquire **NEXSEN PRUET** 205 King Street, Suite 400 P.O. Box 486 Charleston, SC 29402 DParrish@nexsenpruet.com sculpepper@nexsenpruet.com	***Counsel for SGM Architects, Inc. f/k/a Smith, Gerber, McClure & Associates, Inc. f/k/a Smith Gerber & Associates, Inc.,*** J. Patrick Norris, Esquire Paul E. Sperry, Esquire CARLOCK COPELAND & STAIR, LLP 40 Calhoun Street, Suite 400 Charleston, SC 29401 pnorris@carlockcopeland.com asversole@carlockcopeland.com
Co-Counsel for Jose Nino William B. Woods, Esquire **WOODS LAW FIRM, LLC** PO Box 2444 Lexington, SC 29072 bwoods@woodslawsc.com slevantis@woodslawsc.com	***Counsel for Intercoastal Construction, Inc.*** P. Gunnar Nistad, Esquire **MCANGUS, GOUDELOCK & COURIE, LLC** 78 Wentworth Street Suite 200 Charleston, SC 29402 gunnar.nistad@mcclaw.com gayle.millage@mcclaw.com Cynthia.gourdine@mcclaw.com

Counsel for Trademark Properties, Inc. J. Rutledge Young, Esquire Brian C. Duffy, Esquire Lee Anne Walters, Esquire DUFFY & YOUNG, LLC 96 Broad Street Charleston, SC 29401 ryoung@duffyandyoung.com bduffy@duffyandyoung.com lwalters@duffyandyoung.com lmarcetulli@duffyandyoung.com	*Counsel for Superseal Manufacturing Company, Inc.* Charles G. Blackburn, Esquire MURPHY & GRANTLAND, PA 4406-B Forest Drive Post Office Box 6648 Columbia, SC 29260 cblackburn@murphygrantland.com
Co-Counsel For Pegram-West, Inc.: David A. Anderson, Esquire RICHARDSON, PLOWDEN & ROBINSON, P.A. 1900 Barnwell Street PO Drawer 7788 Columbia, SC 29202 danderson@richardson-plowden.com	*Co-Counsel for Pegram-West, Inc.* James D. Smith, Jr., Esquire MCANGUS GOUDELOCK & COURIE, LLC 78 Wentworth Street Suite 200 Charleston, SC 29402 jsmith@mgclaw.com kimberly.hotchkiss@mgclaw.com

HAYES LAW FIRM, LLC

By: _____
Barbara A. Grimsley
Paralegal to John C. Hayes, IV and
Mary-Margaret S. Fitzhenry

Project No. 054-35601

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FEDERAL HOUSING ADMINISTRATION

PERFORMANCE BOND-DUAL OBLIGEE

Know All Men By These Presents, THAT WE, Beatie Brothers Construction, Inc. of PO Box 7939, Greensboro, NC as Principal, (hereinafter called the Principal) and Selective Ins. Co. of America, a Branchville, NJ as Surety, (hereinafter called the Surety) are held and firmly bound unto Cambridge Lakes, L.P. Owner, (hereinafter called the "Owner-Obligor") and unto Highland Mortgage Company, its successors and assigns, of Birmingham, AL (hereinafter called the "Lender") as their respective interests may appear, as OBLIGEES, in the sum of Six Million Two Hundred Forty-One Thousand Eight Hundred Forty Dollars no/100 Dollars ($ 6,241,840.00), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a Construction Contract dated June 15, 1999 with Owner-Obligor for the construction of a Housing Project designated as Cambridge Lakes, L.P. Mt. Pleasant, SC

a copy of which Construction Contract is by reference made a part hereof; and

WHEREAS, Lender has agreed to lend to Owner-Obligor a sum of money to be secured by a mortgage on said project and to be used in making payments under said Contract, and desires protection as to its interests may appear, in event of default by Principal under said Contract, said protection to be subject to the performance by the Obligors, or either of them, of the obligations to Principal in connection with said Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall well and truly perform all the undertakings, covenants, terms, conditions and agreements of said Contract on its part, and fully indemnify and save harmless Obligees from all cost and damage which they may suffer by reason of failure so to do, and fully reimburse and repay Obligees all outlay and expense which Obligees may incur in making good any such default, then this obligation shall be void; otherwise it shall remain in full force and effect.

The foregoing, however, is subject to the following further provisions:

1. The Surety shall not be liable under this Bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations to be performed under said Contract at the time and in the manner therein set forth.

2. Surety agrees that any right of action that either of Obligees herein might have under this bond may be assigned to the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner, and that such assignment will in no manner invalidate or qualify this instrument.

EXHIBIT A

H-Classic-000114

2. No suit, action, or proceeding by reason of any default whatever shall be brought on this bond after two years from the day on which the final payment under the Contract falls due.

3. The prior written approval of Surety shall be required with regard to any changes or alterations in said Contract where the cost thereof, added to prior changes or alterations, exceeds the aggregate cost of all changes and alterations to exceed 10 percent of the original Contract price; but, except as to the foregoing, any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligees of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligees or Principal to the other, shall not in any way release Surety or Principal of the obligations of this instrument, notice to Surety of any such alteration, extension, or forbearance being hereby waived.

5. The aggregate liability of Surety hereunder to the Obligees or their assigns is limited to the penal sum above stated, and Surety, upon making any payment hereunder, shall be subrogated to, and shall be entitled to an assignment of, all rights of the payee, either against Principal or against any other party liable to the payee in connection with the loss which is the subject of the payment.

SIGNED and SEALED this 24th day of May 99

10th June

Witness as to Principal:

Bertz Brothers Contracting Inc (SEAL)
(Principal)

By

Selective Ins. Co of America
(Surety)

By
Attorney-in-Fact
Susan Stephenson

(Surety) ...

PERFORMANCE BOND-DUAL OBLIGEE

No.

On Behalf of

To

Date , 19

Expires , 19

TOTAL P.05

Selective INSURANCE

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Selective Insurance Company of America, a New Jersey corporation having its principal office in Branchville, State of New Jersey, pursuant to Article VII, Section 13 of the By-Laws of said Company, to wit:

"The Chairman of the Board, President, any Vice Presidents or the Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Company and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Company's name and seal with the Company's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby make, constitute and appoint SUSAN STEPHENSON

its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in the nature of a bond subject to the following limitations: NO LIMITATIONS

and to bind the Selective Insurance Company of America thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Selective Insurance Company of America, and all the acts of said Attorney are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Selective Insurance Company of America has caused these presents to be signed by its Vice President and its corporate seal to the hereto affixed this 19TH day of OCTOBER, 1998.

Selective Insurance Company of America

BY: _____
F.P. Greaves, Jr., Vice President

CERTIFIED COPY

State of New Jersey
County of Sussex

On this 19TH day of OCTOBER 19 98 before the subscriber, Notary Public of the State of New Jersey in and for the County of Sussex duly commissioned and qualified, came F.P. Greaves, Jr. of the Selective Insurance Company of America, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is an officer of said Company aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the Company; that Article VII, Section 13 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Branchville, New Jersey this 19TH day of OCTOBER 19 98.

JUDITH E. CHAMBERLAIN
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES OCT. 17, 2003

_____
Notary Public

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of Selective Insurance Company of America at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking....."

I, Patricia A. Fulkrod, Assistant Secretary of the Selective Insurance Company of America, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Branchville, New Jersey this 24th day of May 19 99.

_____
Assistant Secretary

B-91 (10/98)

The RED border on the face of this document has a security VOID background pattern. If it is not RED and the word VOID is visible, this is not a certified copy. To verify, call 1-800-SELECTIVE (1-800-735-3248).

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CAMBRIDGE LAKES CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., et al.

Plaintiffs,

vs.

BOSTIC BROTHERS CONSTRUCTION, INC., CAMBRIDGE TWO, LLC, CAMBRIDGE LAKES, LP, CLASSIC PROPERTIES, INC. OF CHARLESTON, CAMBRIDGE CONTRACTING LP, CAMBRIDGE LAKES APARTMENTS, LP,

Defendants,

and

BOSTIC CONSTRUCTION, INC.,

Third Party Plaintiff,

vs.

JOSE NINO, INTERCOASTAL CONSTRUCTION, INC., CAROLINA APARTMENT INTERIORS, LLC, MJG CONSTRUCTION AND HOMEBUILDERS, INC., B&B CONSTRUCTION OF CHARLESTON, INC., V. MORALES MASONRY,

Third Party Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-10-3506

AFFIDAVIT OF MYLES GLICK

PERSONALLY APPEARED BEFORE ME, Myles Glick, AIA, being first duly sworn, deposes and says as follows:



1. My name is Myles Glick. I am over 18 years of age and am fully competent to testify as to the matters stated in this affidavit.

2. I am a professional architect who is licensed by the State of South Carolina. I have been regularly engaged as a professional architect for more than thirty-three (33) years. Accordingly, I possess actual knowledge and experience as a design and construction management professional in the field of building construction. A copy of my current curriculum vitae is attached.

3. I have reviewed, among other things, drawings prepared by Smith Gerber McClure & Associates, Inc. (SGM) for construction of Cambridge Lakes Apartments, dated January 2, 1999, Designated Job No.: 9801.00 ("Cambridge"), which is the subject of this litigation. In addition, I have performed multiple site-investigations of the property including test holes on January 16, and 17, 2009.

4. In my professional opinion, SGM's drawings lack proper design and detailing in regards to the flashing in the seven buildings at Cambridge.

5. Based upon my review of the drawings and of the information obtained from my site visits, it is my opinion that the brick veneer flashing and window flashing at Cambridge, which are subjects of this litigation, were improperly designed to manage moisture. The design did not properly anticipate moisture intrusion by providing the means and components necessary to prevent widespread intrusion into interior components of the units and cause moisture retention in the buildings.

6. In looking at the project documents provided to date and prepared by SGM and the field conditions at Cambridge, it is my opinion, to a reasonable degree of professional certainty,

a reasonably prudent architect in similar circumstances would have taken the necessary precautions to manage moisture in and around the buildings.

7. In my professional opinion, the project documents prepared by SGM for construction of the building, at a minimum, constitute a breach of an architect's professional standard of care and responsibilities owed to the Owner.

8. In addition to the above matters, the project filed indicate that SGM had contract administration responsibilities including punch list and site observation.

9. SGM failed in its responsibilities in contract administration in failing to recognize the absence of code required thru-wall flashing above doors and windows.

10. The absence of flashing allowed water intrusion into the interior components of units and caused moisture retention in the building.

11. In my professional opinion, the contract administration performed by SGN for construction of the building, at a minimum, constitutes a breach of the architect's professional standard of care.

FURTHER AFFIANT SAYS NOTHING.

Myles Glick, AIA

SWORN to before me this 30th day of July, 2009.

Barbara

Notary Public of South Carolina
My Commission Expires: 3-10-2015

KAUFMANN RENOVATIONS llc

1465 PINE ISLAND VIEW
MT.PLEASANT S C. 29464
(843) 568-1650 Fax.(843) 856-7310
dave.kaufmann@gmail

Estimate Cost Report by Area

Customer Information

Cris Thronley
1515 Cambridge Lakes
Mt Pleasant, SC 29464

Nationwide Ins Co.

Cust# 790
Home (843) 469-7854
Mobile (843) 270-3327

Project Information

Proj Name Water damage
Proj Type Home Owner
Dave Kaufmann

Project# 1136
Contact # (843) 568-1650

Estimate Information

Date Tuesday, December 28, 2010

Terms: No Money Down, payment due in full upon completion, Unless other arrangements are made.

Description	QTY	U/M	Material	Labor	Subcontract	Equipment	Cost
Finish Carpentry							
Supply & Install Baseboard / partial	18	LF	1.00	1.50	0.00	0.00	40.00
Int Painting							
Cover & Protect	135.63	Sf	0.09	0.07	0.00	0.00	21.70
Paint Base Mid	40	LF	0.20	0.65	0.00	0.00	34.00
Paint Wall(S)	377	SF	0.15	0.45	0.00	0.00	226.20
Prime Wall(S) / partial	100	SF	0.10	0.20	0.00	0.00	30.00
Walls, Drywall							
Spray Knockdown wall texture, blending into existing.	100	Sf	0.20	0.85	0.00	0.00	105.00
Area Sub Total (Excludes all Markups)			122.78	568.25	1,331.65	0.00	2,022.65
Bed #1 cl 6x2x9 :							
Carper & Pad							
Carpet, remove	1.33	Sy	0.00	1.50	0.00	0.00	2.00
Supply & Install Carpeting & Pad LKQ	1.33	SY	0.00	0.00	39.55	0.00	52.60
Remove & Reset Contents	1.5	LS	0.00	25.00	0.00	0.00	37.50
Ceiling, Drywall							
Wall / Drywall Labor Hours, due to trim being removed.	3	HR	0.00	58.00	0.00	0.00	174.00
Finish Carpentry							
Supply & Install Baseboard	12	LF	1.00	1.50	0.00	0.00	30.00
Int Painting							
Paint Base Mid	12	LF	0.20	0.65	0.00	0.00	10.20
Paint Wall(S)	109	SF	0.15	0.45	0.00	0.00	65.40
Walls, Drywall							
Spray knockdown wall texture, blending into existing.	30	Sf	0.20	0.85	0.00	0.00	31.50
Area Sub Total (Excludes all Markups)			36.75	313.65	52.60	0.00	403.20

Exhibit A

DEFENDANT'S EXHIBIT 2

KAUFMANN RENOVATIONS llc

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MT.PLEASANT S.C. 29464
(843) 568-1650 Fax.(843) 858-7310
dave.kaufmann@gmail

Estimate Cost Report by Area

Customer Information		Project Information	
Cris Thronley	Cust# 780	Proj Name Water damage	Project# 1136
1515 Cambridge Lakes	Home (843) 468-7854	Proj Type Home Owner	Contact # (843) 568-1650
Mt.Pleasant, SC 29464	Mobile (843) 270-3327	Dave Kaufmann	
Nationwide Ins Co.			

Estimate Information Date Tuesday, December 28, 2010

Terms: No Money Down, payment due in full upon completion, Unless other arrangements are made.

Description	QTY	U/M	Material	Labor	Subcontract	Equipment	Cost
Misc. :							
Cabinets							
Cabinet Repair, Kitchen humidity caused cabinet to separate from wall.	1	LS	0.00	150.00	0.00	0.00	150.00
Demolition							
Hauling & Debris Removal	2	LS	0.00	125.00	0.00	0.00	250.00
Electrical							
Remove & Reset Fixtures / over head light in utility room.	1	EA	18.00	35.00	0.00	0.00	53.00
Misc.							
Shipping of carpet to / keep renter in as soon as possible.	1	Ea	0.00	0.00	120.00	0.00	120.00
Area Sub Total (Excludes all Markups)			18.00	435.00	120.00	0.00	573.00
Master Bedroom :							
Content Manipulation							
Content manipulation, hourly	2.5	Hr	0.00	26.00	0.00	0.00	65.00
Floor Covering							
Remove existing carpet & pad.	23.5	Sy	0.00	1.50	0.00	0.00	35.25
Supply & Install Carpeting & Pad LKQ	23.5	Sy	0.00	0.00	39.55	0.00	929.43
Area Sub Total (Excludes all Markups)			0.00	100.25	929.43	0.00	1,029.68
Phase Sub Total (Excludes all Markups)			1,084.34	4,847.18	4,923.74	0.00	10,855.28

KAUFMANN RENOVATIONS llc

1465 PINE ISLAND VIEW
MT.PLEASANT S.C. 29464
(843) 568-1650 Fax.(843) 856-7310
dave kaufmann@gmail

Estimate Cost Report by Area

Customer Information		Project Information	
Cris Thronley	Cust# 790	Proj Name Water damage	Project# 1136
1515 Cambridge Lakes	Home (843) 469-7854	Proj Type Home Owner	Contact # (843) 568-1650
Mt Pleasant, SC 29464	Mobile (843) 270-3327	Dave Kaufmann	
Nationwide Ins Co.			

Estimate Information Date Tuesday, December 28, 2010

Terms: No Money Down, payment due in full upon completion, Unless other arrangements are made.

Description	QTY	U/M	Material	Labor	Subcontract	Equipment	Cost
Cost Summary (Excludes all Markups)			1,094.34	4,847.19	4,923.74	0.00	$10,865.28
Profit & Overhead Summary			220.89	961.40	984.75	0.00	$2,167.04
						Tax	$87.89
						TOTAL	$13,120.21

BOSS DISASTER RESTORATION

P.O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

Insured:	Thornley, Allison	Home:	(843) 270-3327
Property:	1515 Cambridge Lakes Mt. Pleasant, SC 29464	Cellular:	(843) 469-7854
Claim Rep.:	Joe Miano	Business:	(843) 412-3797
Company:	Nationwide	Fax:	(866) 563-8956
		E-mail:	mianoj@nationwide.com
Estimator:	Boss Disaster Restoration	Business:	(843) 884-2677

Claim Number: 0 **Policy Number: 0** **Type of Loss:** Water Damage

Date Contacted:	12/17/2010		
Date of Loss:	12/17/2010	Date Received:	12/17/2010 3:30 PM
Date Inspected:	12/17/2010	Date Entered:	1/10/2011 11:54 AM
Date Est. Completed:	1/10/2011 12:34 PM		
Price List:	SCCH7X_JAN11 Restoration/Service/Remodel		
Estimate:	2011-01-10-1154		

Water came from unit above.

Exhibit B

BOSS DISASTER RESTORATION

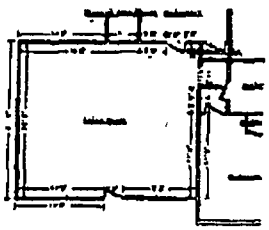
P.O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

2011-01-10-1154

Main Level

Main Level

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
31. Equipment setup, take down, and monitoring (hourly charge) - set-up @ 1 - Monitoring 12-20, 12-21, 12-22 @ .5 ea. (includes drive time) Takedown 12-23-10 @ 1 (includes drive time)	3.50 HR	0.00	37.40	130.90
32. Equip. setup, take down & monitoring - after hrs - monitoring 12-18, 12-19 @ .5 ea. (includes drive time)	1.00 HR	0.00	56.16	56.16
33. Haul debris - per pickup truck load - including dump fees	1.00 EA	87.12	0.00	87.12
34. Content Manipulation charge - per hour - 2 men @ 1 ea. to facilitate removing pad	2.00 HR	0.00	26.47	52.94
Total: Main Level				327.12



Living Room **Height: 9'**

778.56 SF Walls	489.35 SF Ceiling
1,267.91 SF Walls & Ceiling	489.35 SF Floor
54.37 SY Flooring	85.75 LF Floor Perimeter
88.67 LF Ceil. Perimeter	

Missing Wall: 1 - 2' 11" X 6' 8" **Opens into HALL** **Goes to Floor**

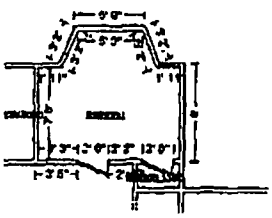
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
6. Water extraction from floor - Weight-assisted	184.00 SF	0.00	0.85	156.40
4. Tear out trim/base and bag for disposal	20.00 LF	0.62	0.00	12.40
3. Tear out wet carpet pad and bag for disposal - 23x8 -	184.00 SF	0.34	0.00	62.56
28. Lift carpet for drying	184.00 SF	0.00	0.27	49.68
1. Dehumidifier (per 24 hour period) - XLarge - No monitoring - 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0.00	101.25	506.25
2. Air mover (per 24 hour period) - No monitoring - 4 installed 12-17 thru 12-23-10 - billed 5 days	20.00 EA	0.00	27.16	543.20

BOSS DISASTER RESTORATION

P.O. Box 731
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Tax ID 57-1048595

CONTINUED - Living Room

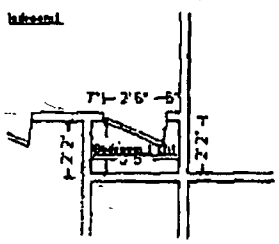
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Living Room				1,330.49



Bedroom1 — **Height: 9'**

377.08 SF Walls	105.17 SF Ceiling
482.25 SF Walls & Ceiling	105.17 SF Floor
11.69 SY Flooring	41.90 LF Floor Perimeter
41.90 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5. Water extraction from floor - Weight-assisted	105.17 SF	0.00	0.85	89.39
7. Tear out wet carpet pad and bag for disposal	105.17 SF	0.34	0.00	35.76
27. Lift carpet for drying	105.17 SF	0.00	0.27	28.40
8. Tear out trim/base and bag for disposal	41.90 LF	0.62	0.00	25.98
21. Air mover (per 24 hour period) - No monitoring - 4 installed 12-17 thru 12-23-10 - billed for 5 days	20.00 EA	0.00	27.16	543.20
25. Dehumidifier (per 24 hour period) - XLarge - No monitoring - 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0.00	101.25	506.25
Totals: Bedroom1				1,228.98



Bedroom 1 clst — **Height: 9'**

97.50 SF Walls	6.83 SF Ceiling
104.33 SF Walls & Ceiling	6.83 SF Floor
0.76 SY Flooring	10.83 LF Floor Perimeter
10.83 LF Ceil. Perimeter	

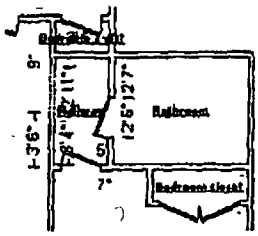
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL

BOSS DISASTER RESTORATION

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CONTINUED - Bedroom 1 clst

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
9 Water extraction from floor - Weight-assisted	6.83 SF	0.00	0.85	5.81
10. Tear out wet carpet pad and bag for disposal	6.83 SF	0.34	0.00	2.32
20. Tear out trim/base and bag for disposal	10.83 LF	0.62	0.00	6.71
Totals: Bedroom 1 clst				14.84



Hallway **Height: 9'**

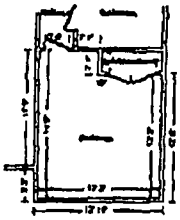
165.06 SF Walls	23.35 SF Ceiling
188.40 SF Walls & Ceiling	23.35 SF Floor
2.59 SY Flooring	17.58 LF Floor Perimeter
20.50 LF Ceil. Perimeter	

Missing Wall: 1 - 2' 11" X 6' 8" **Opens into LIVING** **Goes to Floor**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11. Water extraction from floor - Weight-assisted	23.35 SF	0.00	0.85	19.85
29. Lift carpet for drying	23.35 SF	0.00	0.27	6.30
12. Tear out wet carpet pad and bag for disposal	23.35 SF	0.34	0.00	7.94
19. Tear out trim/base and bag for disposal	17.58 LF	0.62	0.00	10.90
23. Air mover (per 24 hour period) - No monitoring - 1 installed 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0.00	27.16	135.80
Totals: Hallway				180.79

BOSS DISASTER RESTORATION

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Fax 843-884-0677
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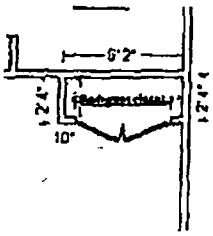


Bedroom **Height: 9'**

481.50 SF Walls	162.85 SF Ceiling
644.35 SF Walls & Ceiling	162.85 SF Floor
18.09 SY Flooring	53.50 LF Floor Perimeter
53.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
13. Water extraction from floor - Weight-assisted	90.00 SF	0.00	0.85	76.50
14. Tear out wet carpet pad and bag for disposal	90.00 SF	0.34	0.00	30.60
30. Lift carpet for drying	90.00 SF	0.00	0.27	24.30
18. Tear out trim/base and bag for disposal	15.00 LF	0.62	0.00	9.30
22. Air mover (per 24 hour period) - No monitoring - 4 installed 12-18 thru 12-23-10 - billed 5 days	20.00 EA	0.00	27.16	543.20
26. Dehumidifier (per 24 hour period) - XLarge - No monitoring - 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0.00	101.25	506.25

Totals: Bedroom 1,190 15



Bedroom closet **Height: 9'**

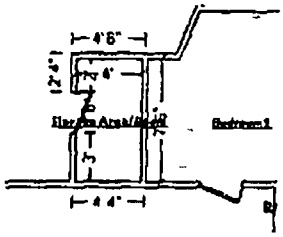
144.00 SF Walls	12.00 SF Ceiling
156.00 SF Walls & Ceiling	12.00 SF Floor
1.33 SY Flooring	16.00 LF Floor Perimeter
16.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15. Water extraction from floor - Weight-assisted	12.00 SF	0.00	0.85	10.20
16. Tear out wet carpet pad and bag for disposal	12.00 SF	0.34	0.00	4.08
17. Tear out trim/base and bag for disposal	16.00 LF	0.62	0.00	9.92

Totals: Bedroom closet 24.20

BOSS DISASTER RESTORATION

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Tax ID 57-1048595



Storage Area/Room — **Height: 9'**

207.00	SF Walls	30.00	SF Ceiling
237.00	SF Walls & Ceiling	30.00	SF Floor
3.33	SY Flooring	23.00	LF Floor Perimeter
23.00	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
24. Dehumidifier (per 24 hour period) - Large - No monitoring - 1 installed 12-17 thru 12-27 - billed 5 days	5.00 EA	0.00	71.00	355.00
Totals: Storage Area/Room				355.00
Total: Main Level				4,651.57
Line Item Totals: 2011-01-10-1154				**4,651.57**

Grand Total Areas:

2,526.69	SF Walls	887.63	SF Ceiling	3,414.32	SF Walls and Ceiling
887.63	SF Floor	98.63	SY Flooring	279.23	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	285.06	LF Ceil. Perimeter
887.63	Floor Area	959.68	Total Area	2,526.69	Interior Wall Area
1,425.64	Exterior Wall Area	142.56	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

BOSS DISASTER RESTORATION

P.O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

Summary for Dwelling

Line Item Total				4,651.57
Material Sales Tax	@	7.500% x	28.42	2.13
Replacement Cost Value				**$4,653.70**
Net Claim				**$4,653.70**

Boss Disaster Restoration

BOSS DISASTER RESTORATION

P O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

Recap by Room

Estimate: 2011-01-10-1154

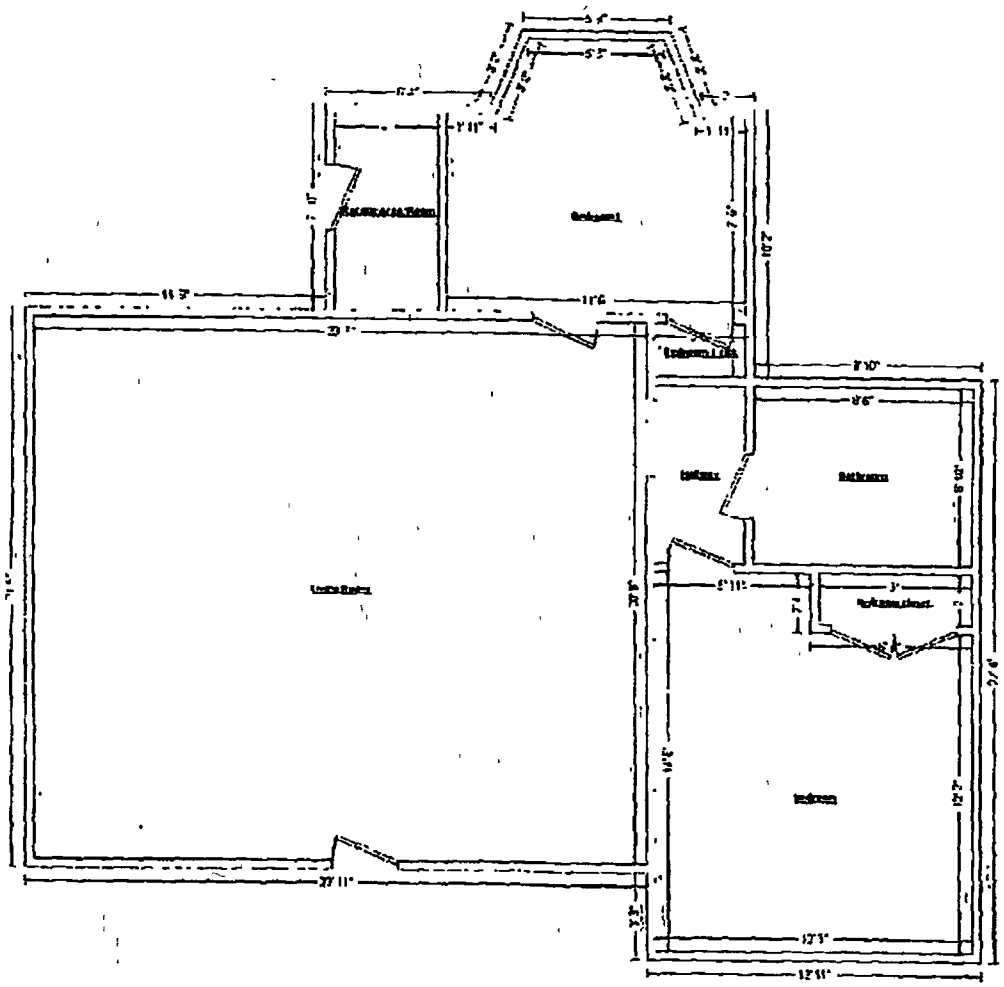
Area:	Main Level	327.12	7.03%
	Living Room	1,330.49	28.60%
	Bedroom1	1,228.98	26.42%
	Bedroom 1 clst	14.84	0.32%
	Hallway	180.79	3.89%
	Bedroom	1,190.15	25.59%
	Bedroom closet	24.20	0.52%
	Storage Area/Room	355.00	7.63%
	Area Subtotal: Main Level	4,651.57	100.00%
Subtotal of Areas		4,651.57	100.00%
Total		4,651.57	100.00%

BOSS DISASTER RESTORATION
P.O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

Recap by Category

Items			Total	%
CONTENT MANIPULATION			52.94	1.14%
GENERAL DEMOLITION			305.59	6.57%
WATER EXTRACTION & REMEDIATION			4,293.04	92.25%
Subtotal			4,651.57	99.95%
Material Sales Tax	@	7.500%	2.13	0.05%
Total			4,653.70	100.00%

Main Level



N

Main Level

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

Insured:	ALISON THORNLEY	Home:	(843) 270-3327
Property:	1515 CAMBRIDGE LAKES DR MT PLEASAN, SC 29464	Business:	( ) -
		Other:	(843) 270-3327
Home:	1209 BRIDGEPORT DR MT PLEASANT, SC 29466-7451		
Claim Rep.:	Joe Miano	Business:	(843) 412-3797
Business:	ONE NATIONWIDE GATEWAY DEPT 5582 DES MOINES, IA 50391-5582	Fax:	(866) 563-8956
Estimator:	Joe Miano	Business:	(843) 412-3797
Business:	ONE NATIONWIDE GATEWAY DEPT 5582 DES MOINES, IA 50391-5582		

Claim Number: 6139901626UO10121701 **Policy Number:** 901626 **Type of Loss:** WATER DAMAGE NON WEATHER RELATED

Date Contacted:	12/17/2010		
Date of Loss:	12/17/2010	Date Received:	12/17/2010
Date Inspected:	12/17/2010	Date Entered:	12/21/2010 12:06 PM
Date Est. Completed:	1/10/2011 3:57 PM		
Price List:	SCCH7X_DEC10 Restoration/Service/Remodel		
Estimate:	ALISON_THORNLEY		

Exhibit C

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

Dear Valued Customer,

Please refer to the enclosed itemized estimate. This estimate contains our valuation of the damages for the reported loss and was prepared using reasonable and customary prices for your geographic area. If this document contains estimated structural repairs and you choose to hire a contractor, please provide this estimate to them.

If any hidden, or additional damage, and/or damaged items, are discovered, please contact me or have your contractor or vendor contact me immediately. Coverage for the hidden or additional damages and/or damaged items, would need to be determined, and may require an inspection/re-inspection, before any supplemental payment would be authorized. Please do not destroy, or discard any of the hidden, or additional damages, and/or damaged items, until we have had an opportunity to review the hidden or additional damages and/or damaged items, and have reached an agreement with you on any supplemental cost.

If you, your contractor, or vendor determine that there are additional building fees and/or permits associated with the estimated repairs, that may not be included in this estimate, please contact me immediately so that I may review and make a determination as to the appropriate payment.

If a mortgage company is included on your claim payment check, please contact the mortgage company to discuss how to handle the proceeds of this payment.

Thank you for allowing Nationwide Mutual Insurance Company to serve your insurance needs. Please contact me at the numbers listed above if you have any questions regarding this estimate or any other matter pertaining to your claim.

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

ALISON_THORNLEY

ALISON_THORNLEY

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Floor Covering - Carpet (Bid Item)	1.00 EA	0.00	10,620.83	10,620.83

See attached approved itemized contractor estimate to repair water damage to the condo interior. Includes breakdown for labor, materials & tax. Vendor total is $13,120.21 including O&P.

Condo is 11 years old condition very good. Damaged interior trim portion being replaced is $345.75 and is depreciated 11% or $38.03.

Interior paint was new in preparation for new tenant who recently moved in, so no paint depreciation. Only damaged portions repainted or retextured.

Carpet is age 1 1/2 years old condition very good quality above average. It is being replaced w/ the same carpet from the same original vendor to match existing. The carpet portion is $3,551.60 with 10% depreciation of 355.16 taken based on quality, age and condition.

Total: ALISON_THORNLEY 10,620.83

ALE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
2. LOSS OF RENT	1.00 MO	0.00	1,150.00	1,150.00

Agreed allowance of 1 month lost rent being paid under loss of use coverage. Owners actually lost the entire month of rent during the mitigation and repairs.

Totals: ALE 1,150.00

Line Item Totals: ALISON_THORNLEY 11,770.83

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

Summary for Dwelling

Line Item Total				11,770.83
Material Sales Tax	@	7.500% x	4,169.00	312.68
Subtotal				12,083.51
Overhead	@	10.0% x	10,933.51	1,093.35
Profit	@	10.0% x	10,933.51	1,093.35
Replacement Cost Value				**$14,270.21**
Less Depreciation				(404.77)
Actual Cash Value				**$13,865.44**
Less Deductible				(1,000.00)
Net Claim				**$12,865.44**
Total Recoverable Depreciation				404.77
Net Claim if Depreciation is Recovered				**$13,270.21**

Joe Miano

Nationwide Mutual Insurance Company

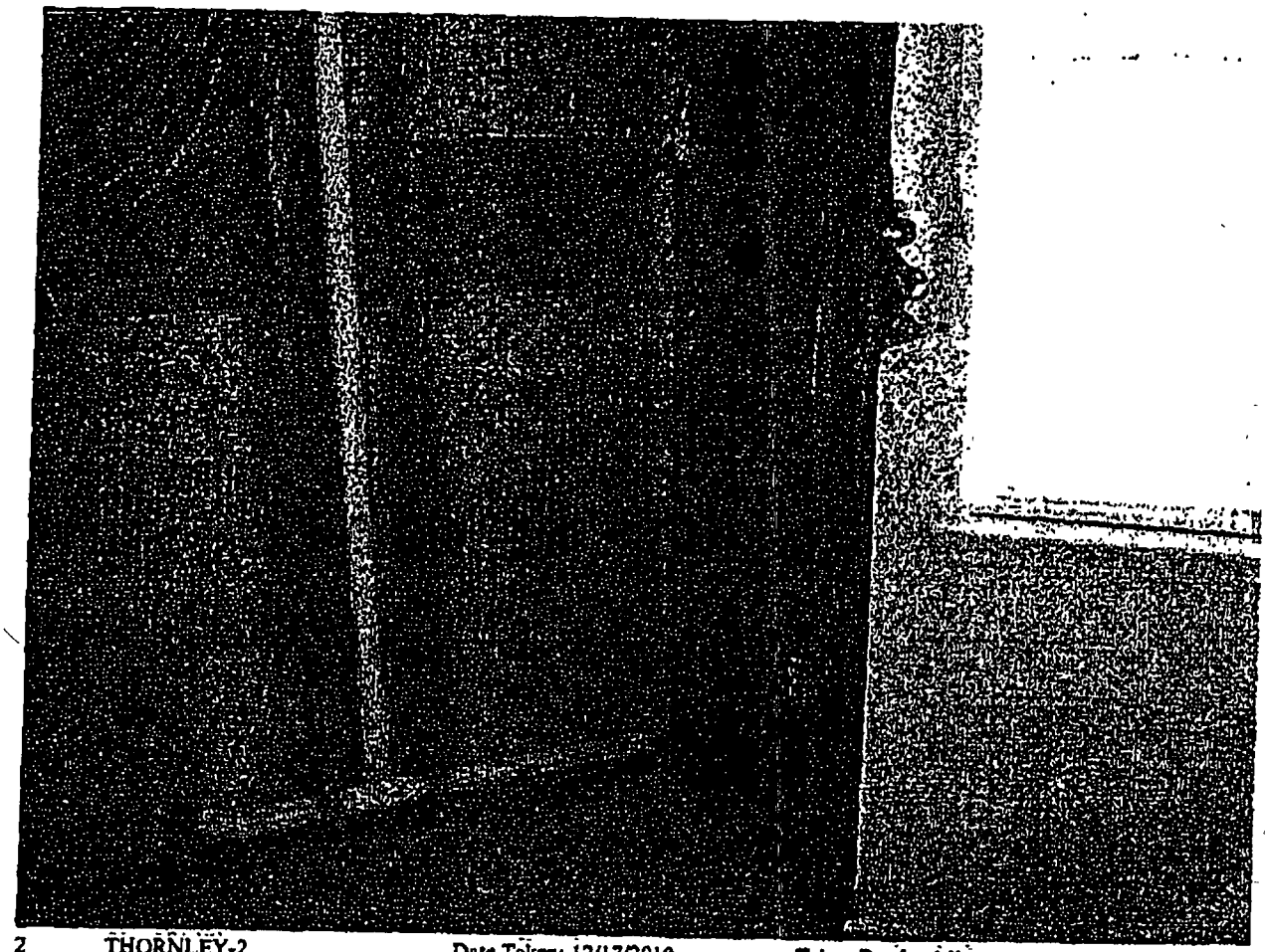
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



1 THORNLEY-1 Date Taken: 12/17/2010 Taken By: Joe Miano

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2 THORNLEY-2 Date Taken: 12/17/2010 Taken By: Joe Miano

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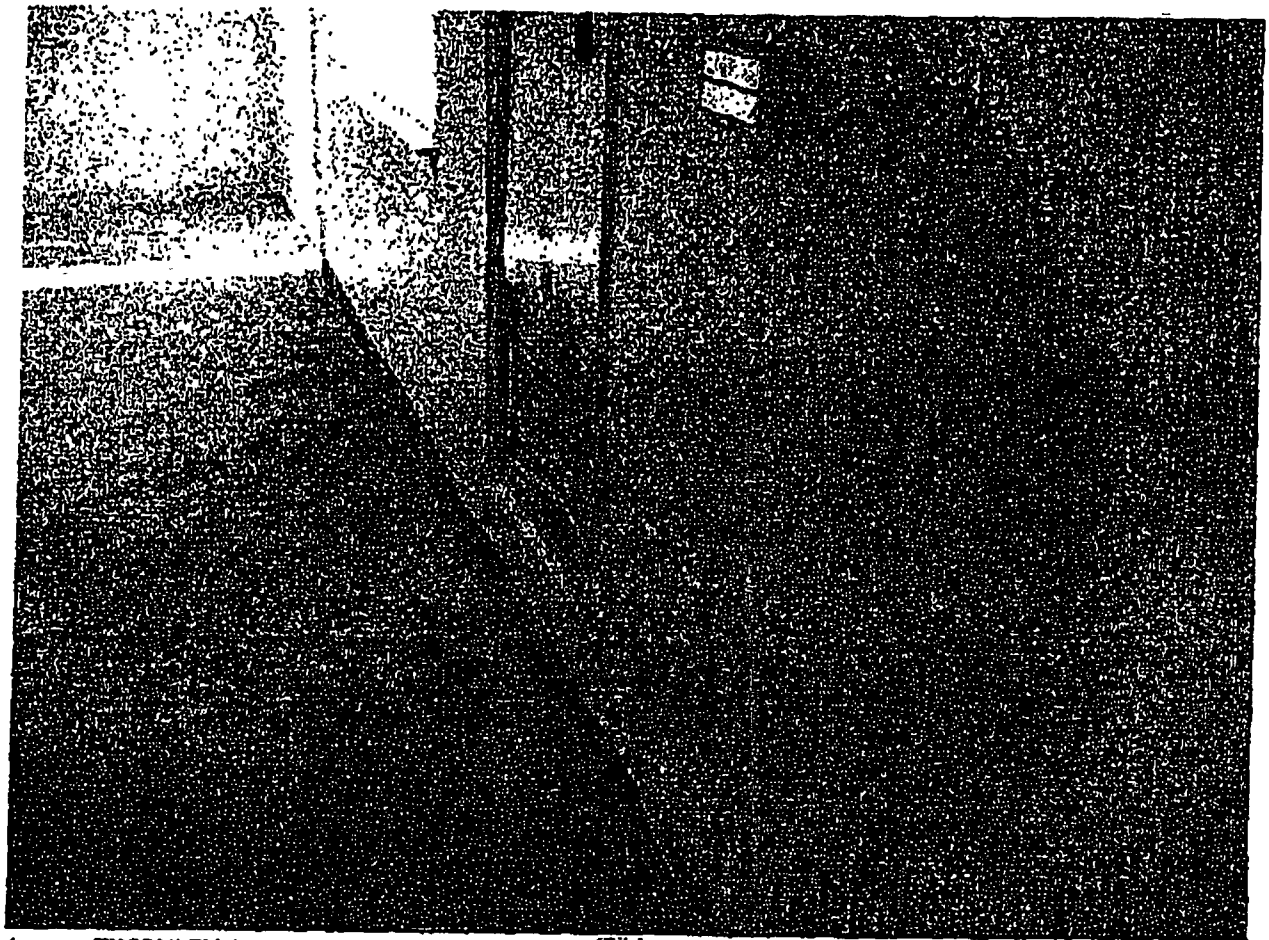
Joe Miano
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3 THORNLEY-3 Date Taken: 12/17/2010 Taken By: Joe Miano

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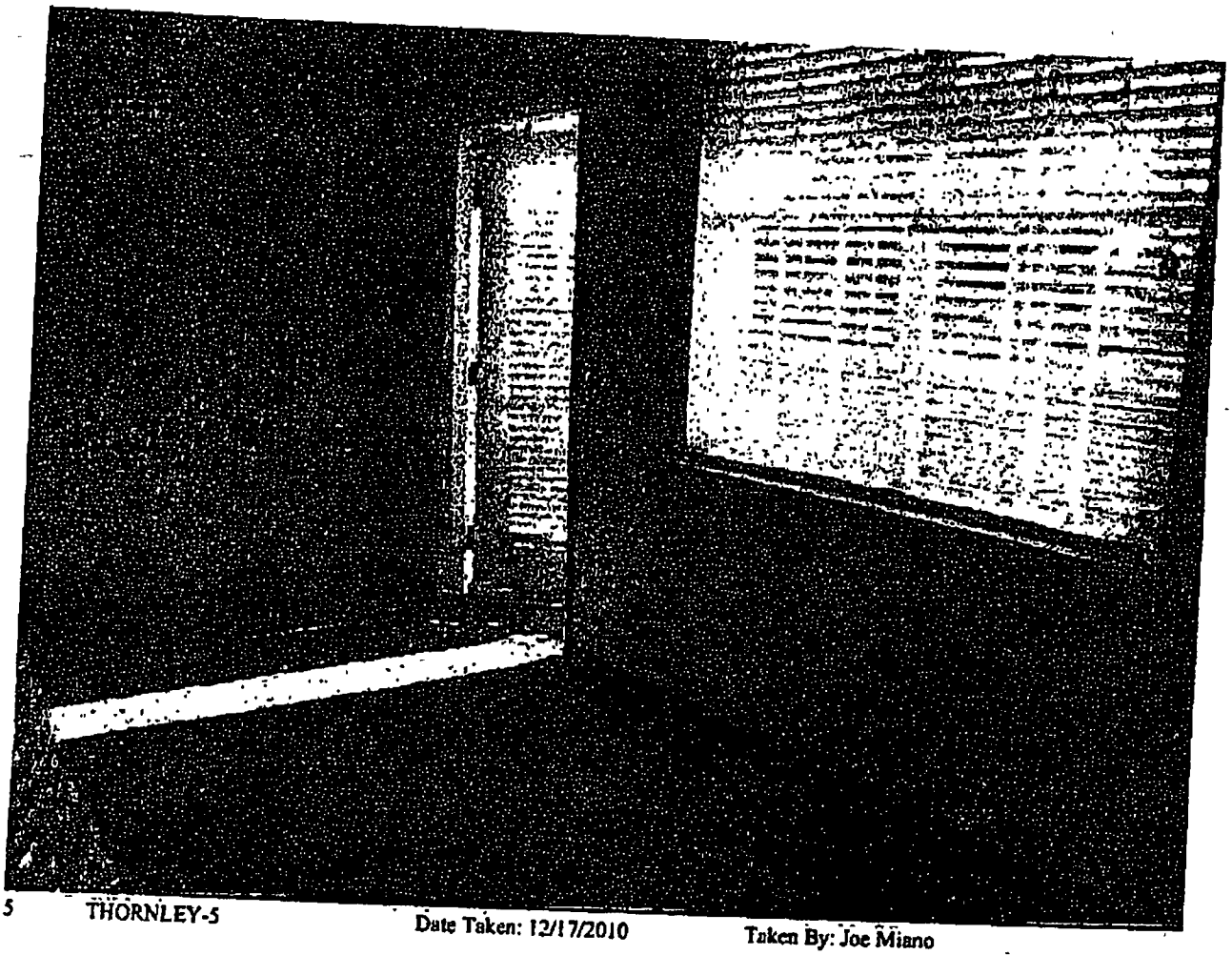
Joe Miano
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mianoj@nationwide.com



4 THORNLEY-4 Date Taken: 12/17/2010 Taken By: Joe Miano

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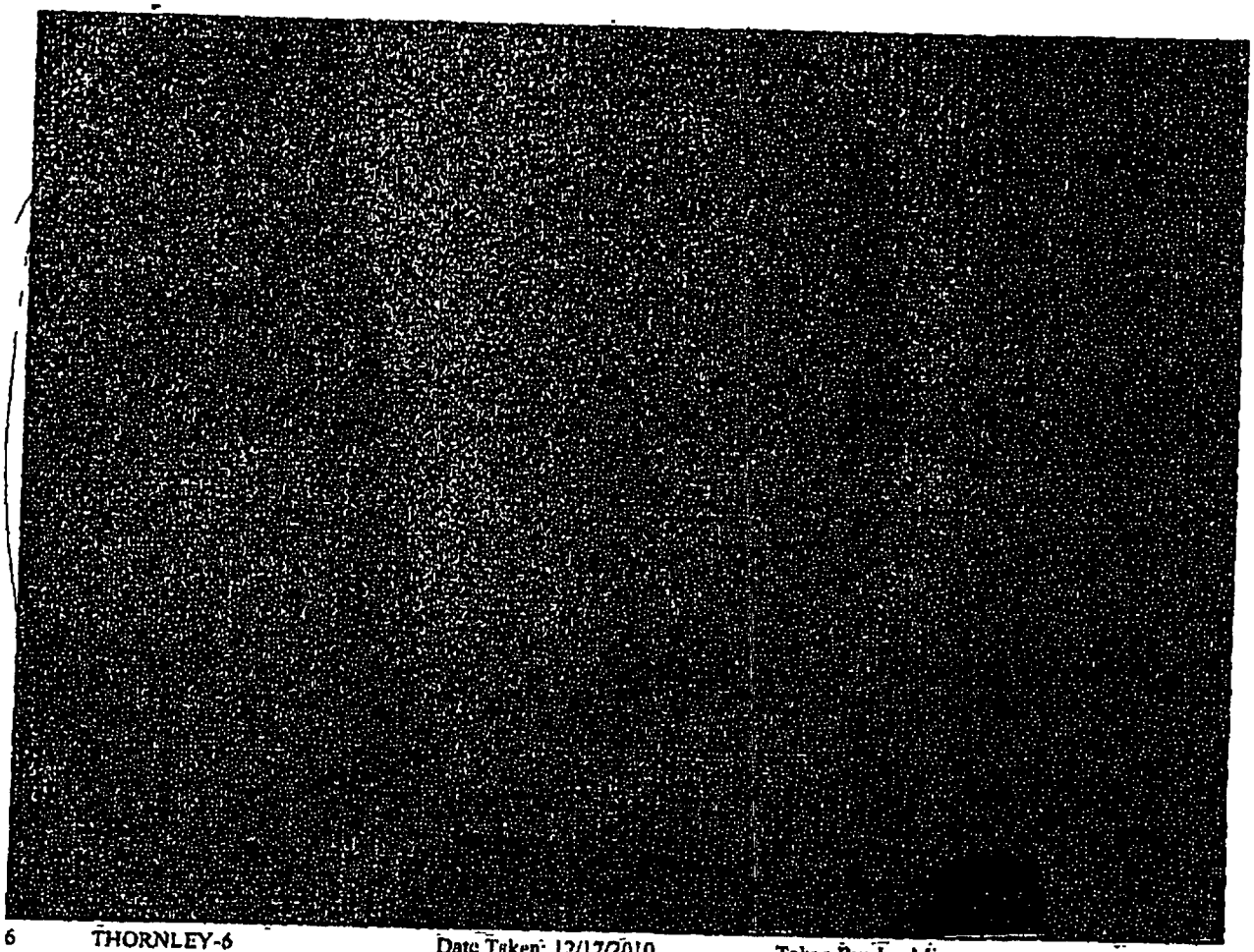
Joe Miano
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5 THORNLEY-5 Date Taken: 12/17/2010 Taken By: Joe Miano

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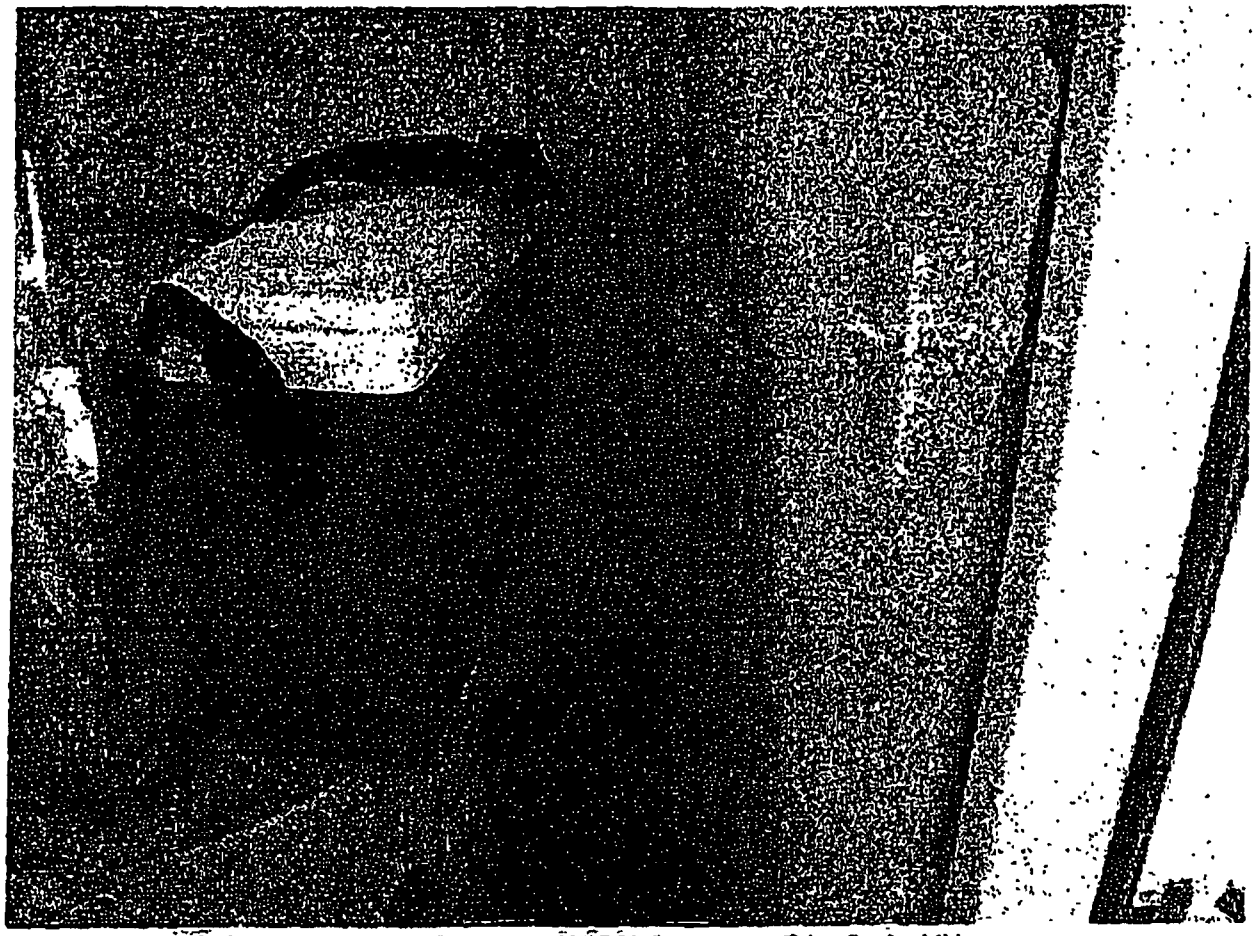
Joe Miano
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6 THORNLEY-6 Date Taken: 12/17/2010 Taken By: Joe Miano

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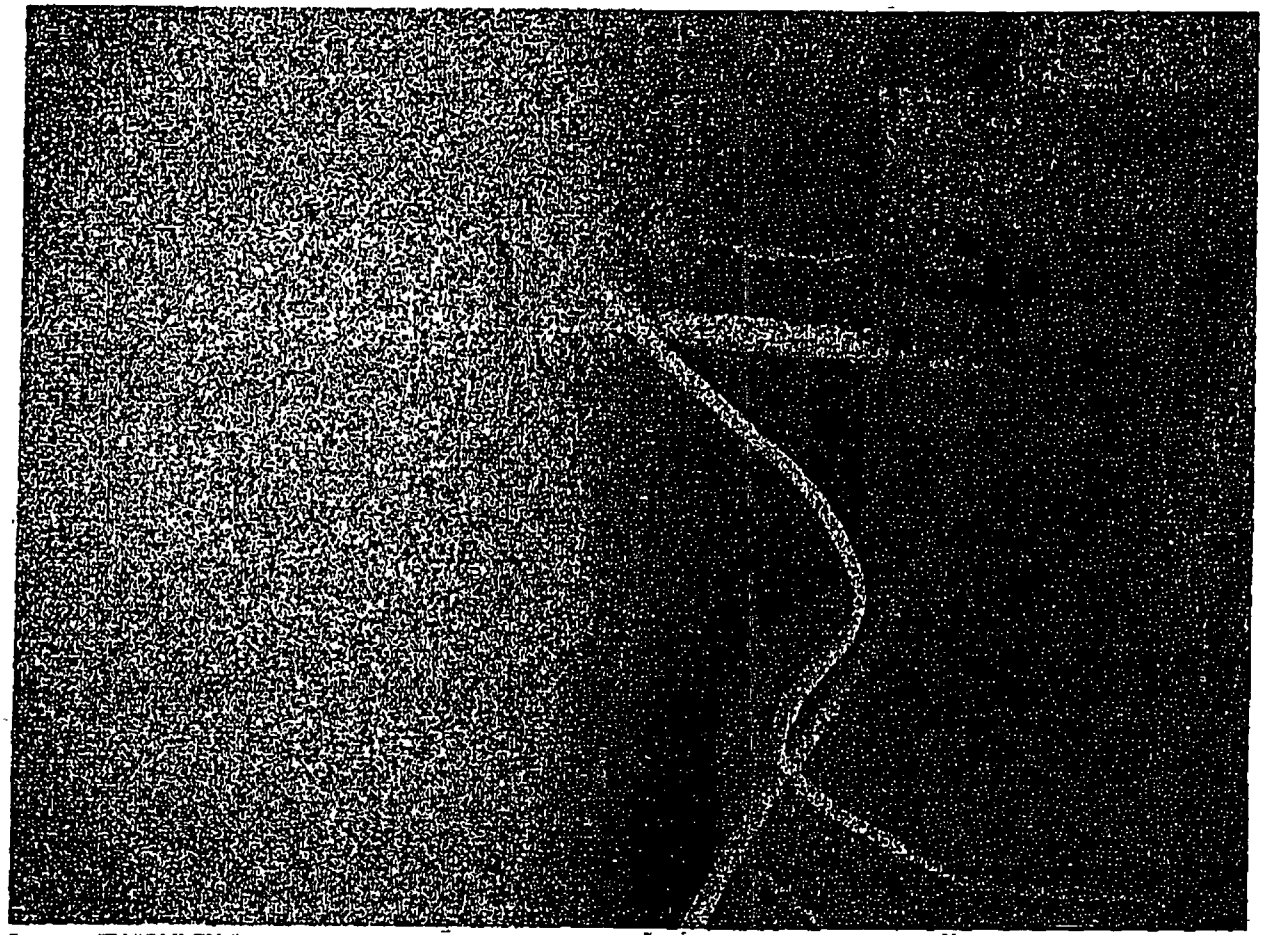
Joe Miano
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7 THORNLEY-7 Date Taken: 12/17/2010 Taken By: Joe Miano

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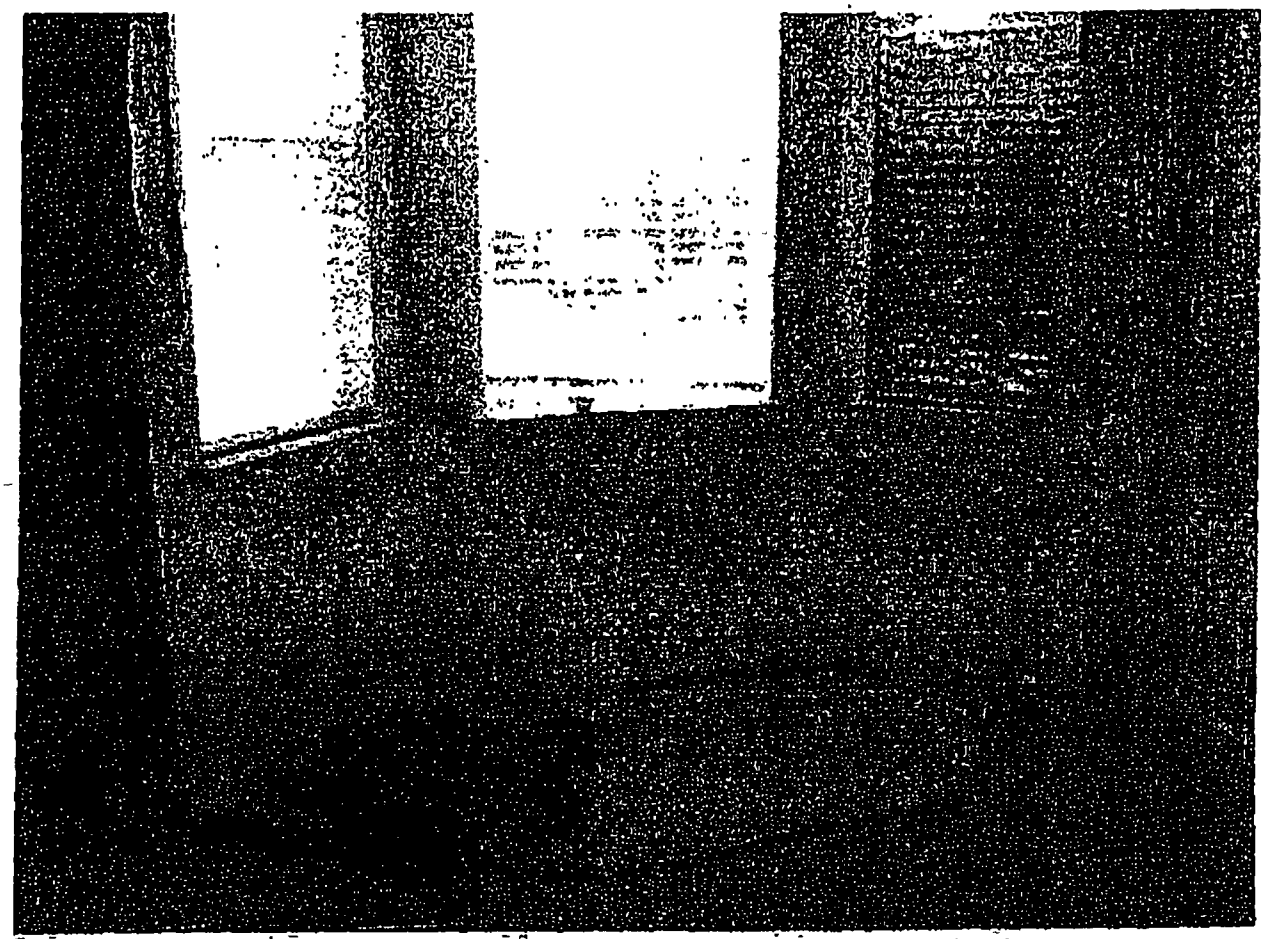
Joe Miano
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8 THORNLEY-8 Date Taken: 12/17/2010 Taken By: Joe Miano

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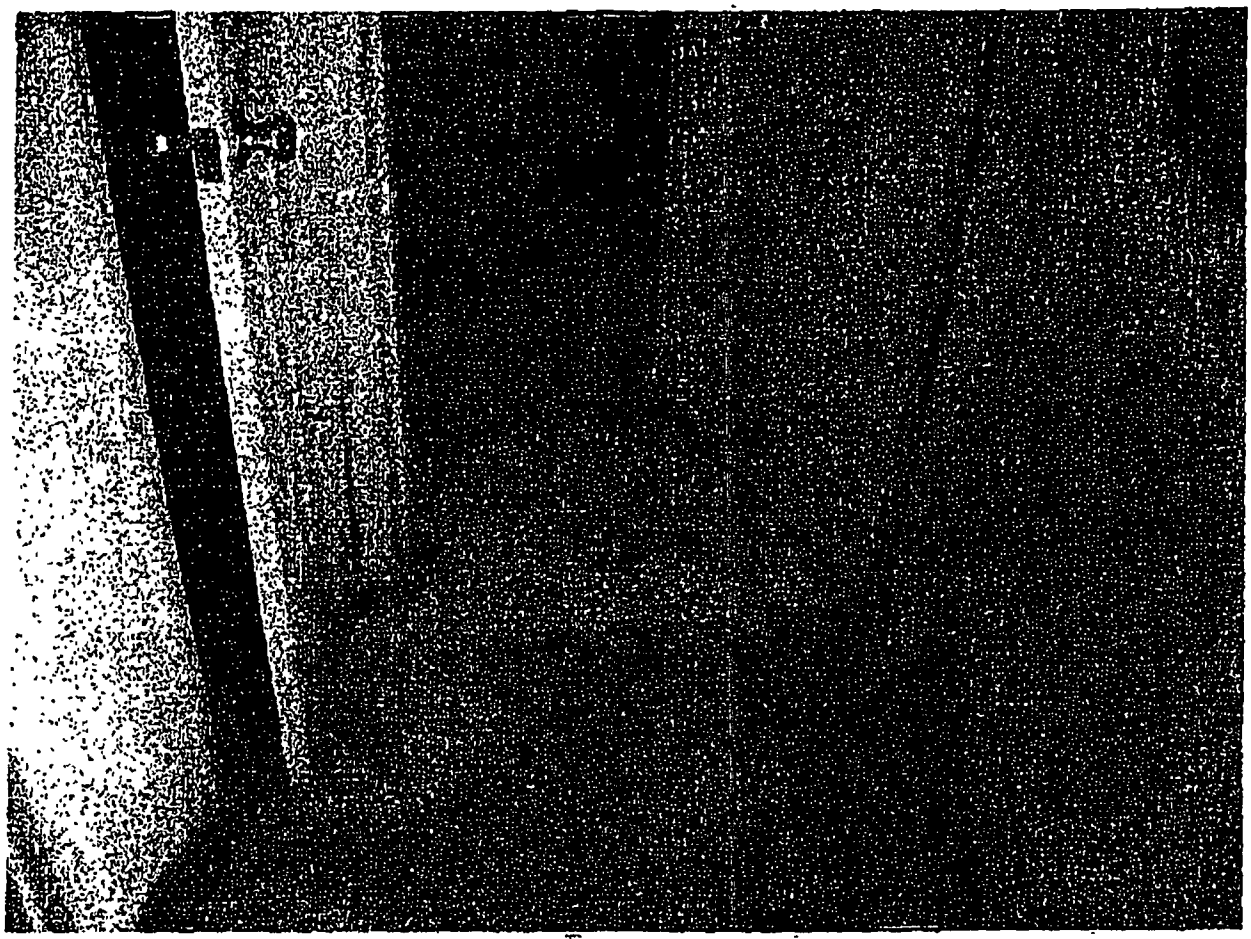
Joe Miano
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9 THORNLEY-9 Date Taken: 12/17/2010 Taken By: Joe Miano

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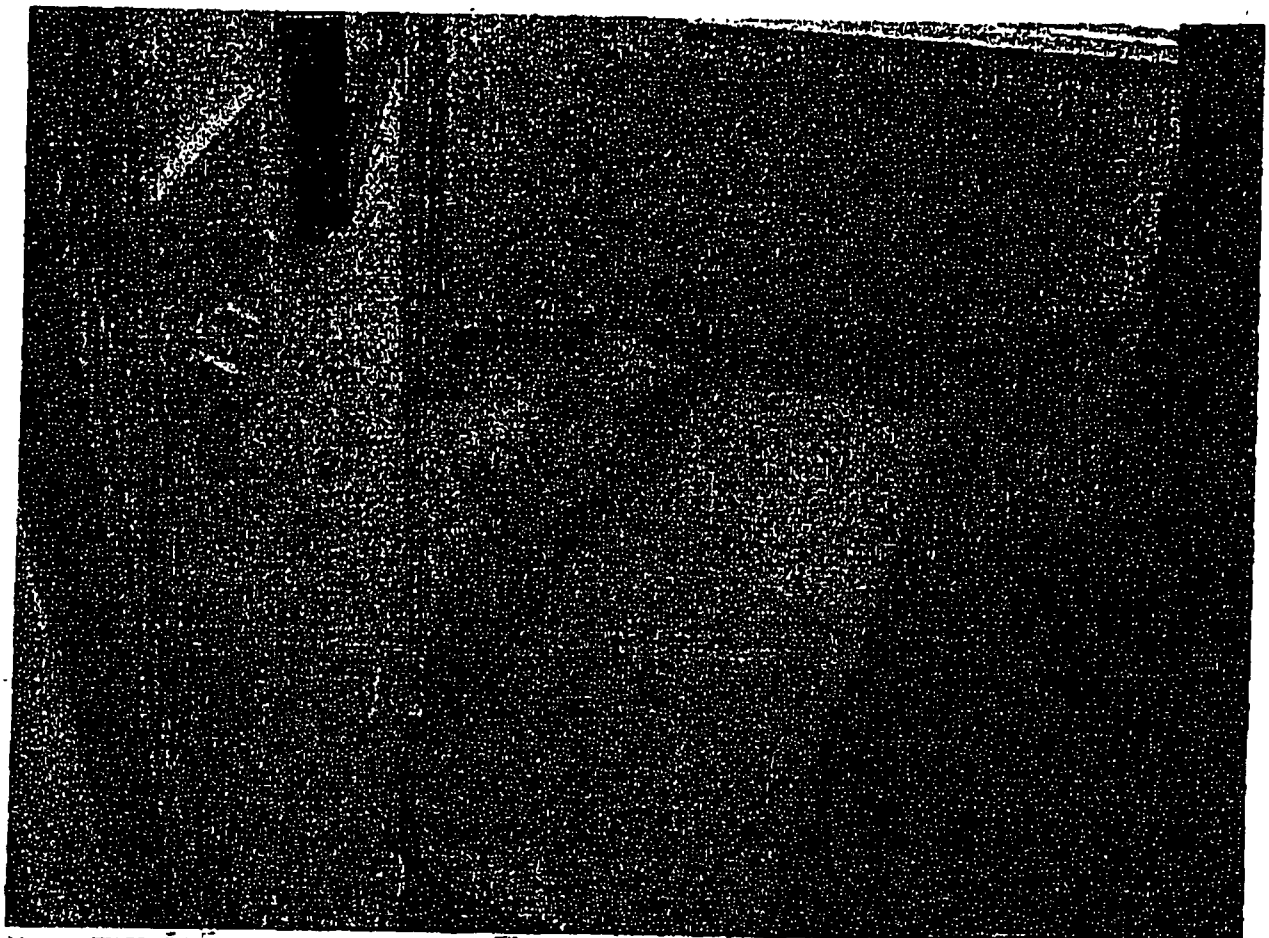
Joe Miano
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10 THORNLEY-10 Date Taken: 12/17/2010 Taken By: Joe Miano

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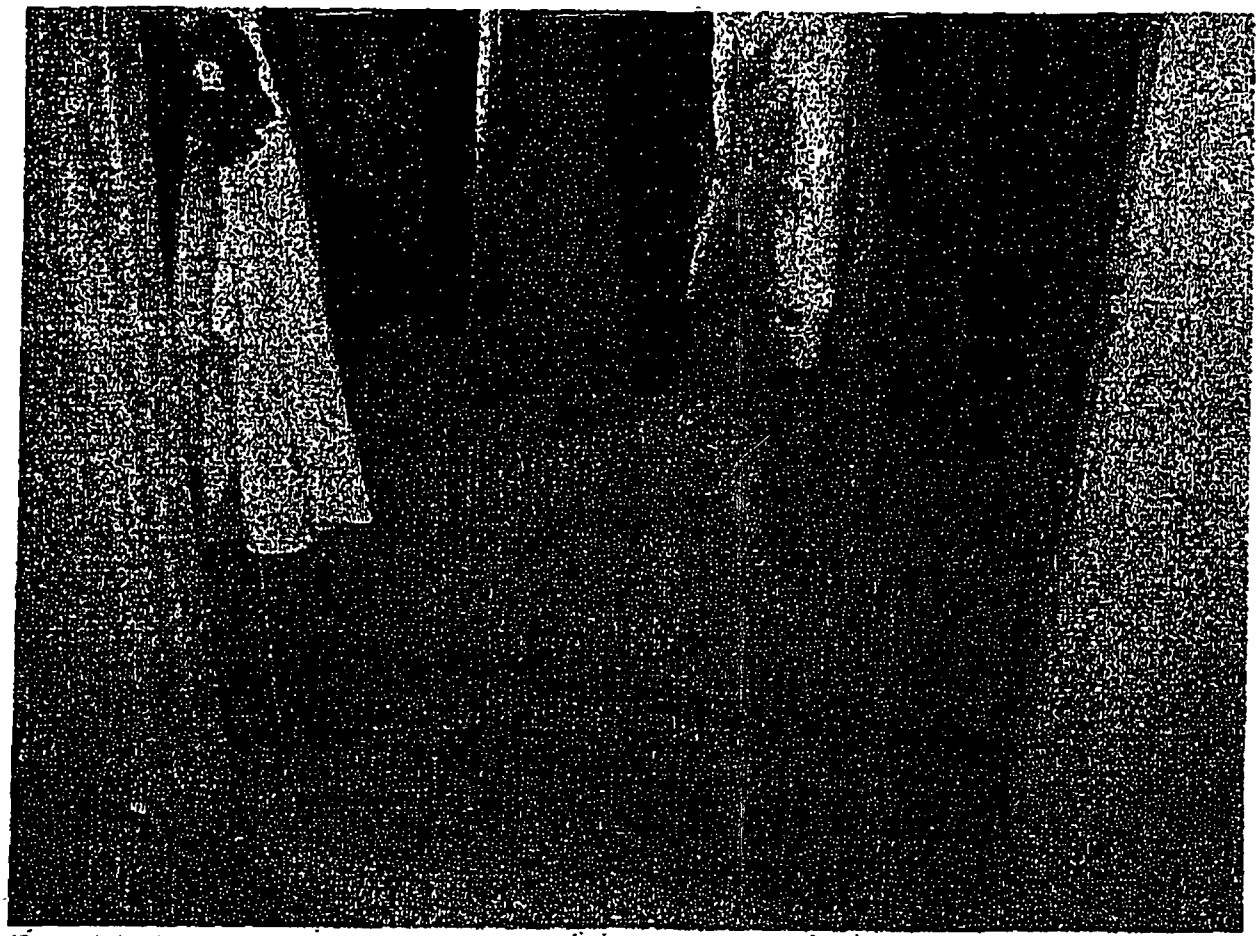
Joe Miano
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11 THORNLEY-11 Date Taken: 12/17/2010 Taken By: Joe Miano

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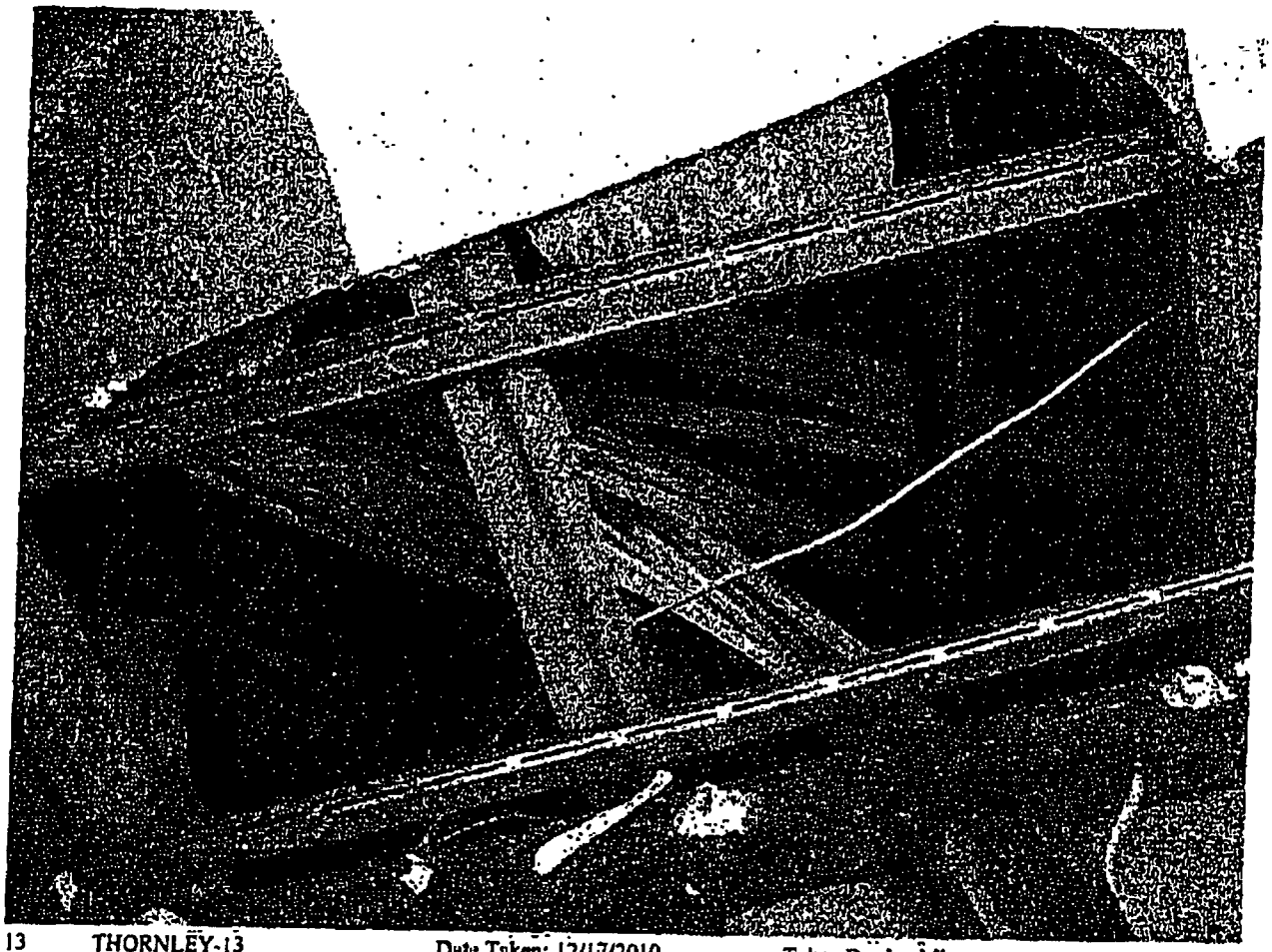
Joe Miano
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12 THORNLEY-12 Date Taken: 12/17/2010 Taken By: Joe Miano

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13 THORNLEY-13 Date Taken: 12/17/2010 Taken By: Joe Miano

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14 THORNLEY-14 Date Taken: 12/17/2010 Taken By: Joe Miano

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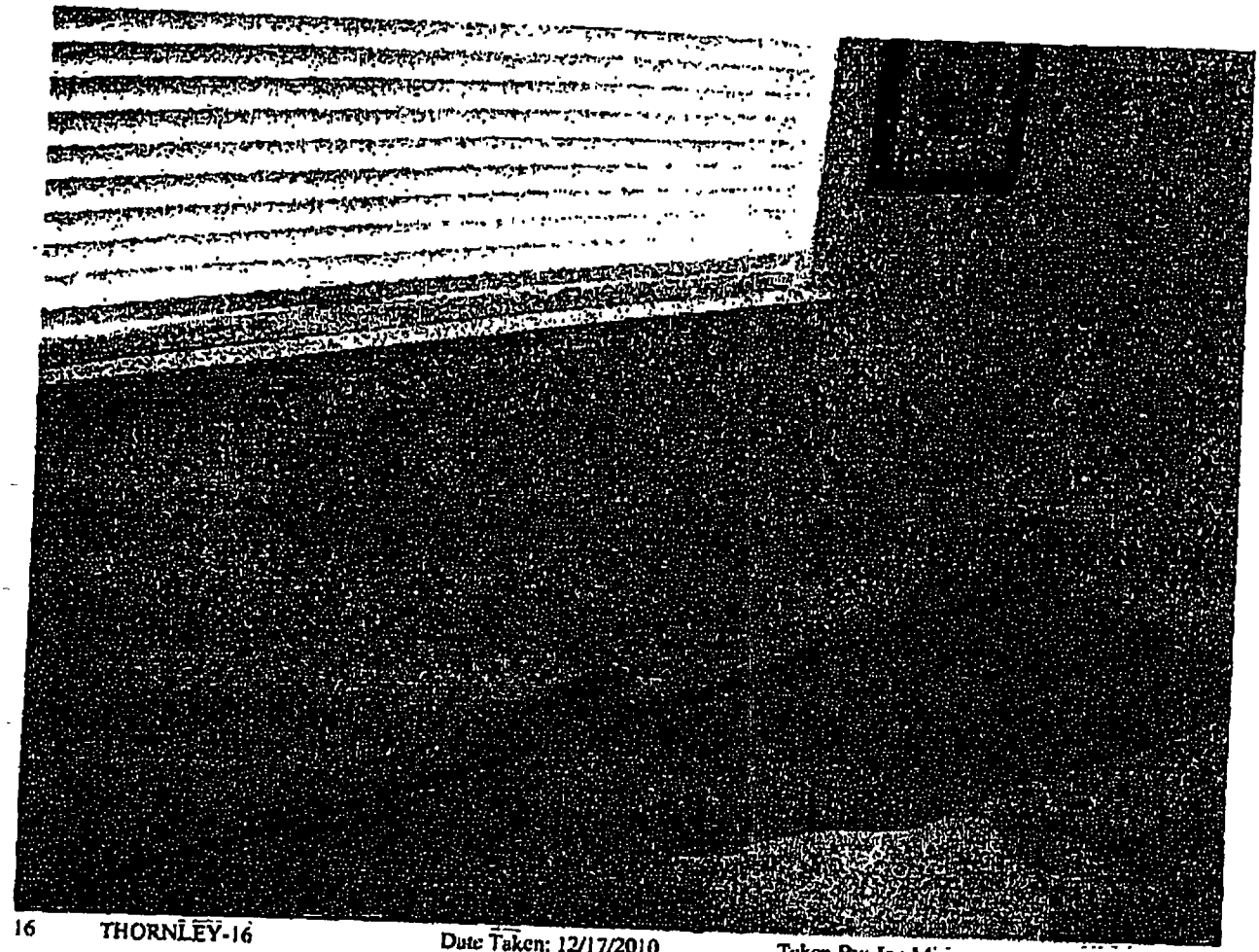
Joe Miano
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15 THORNLEY-15 Date Taken: 12/17/2010 Taken By: Joe Miano

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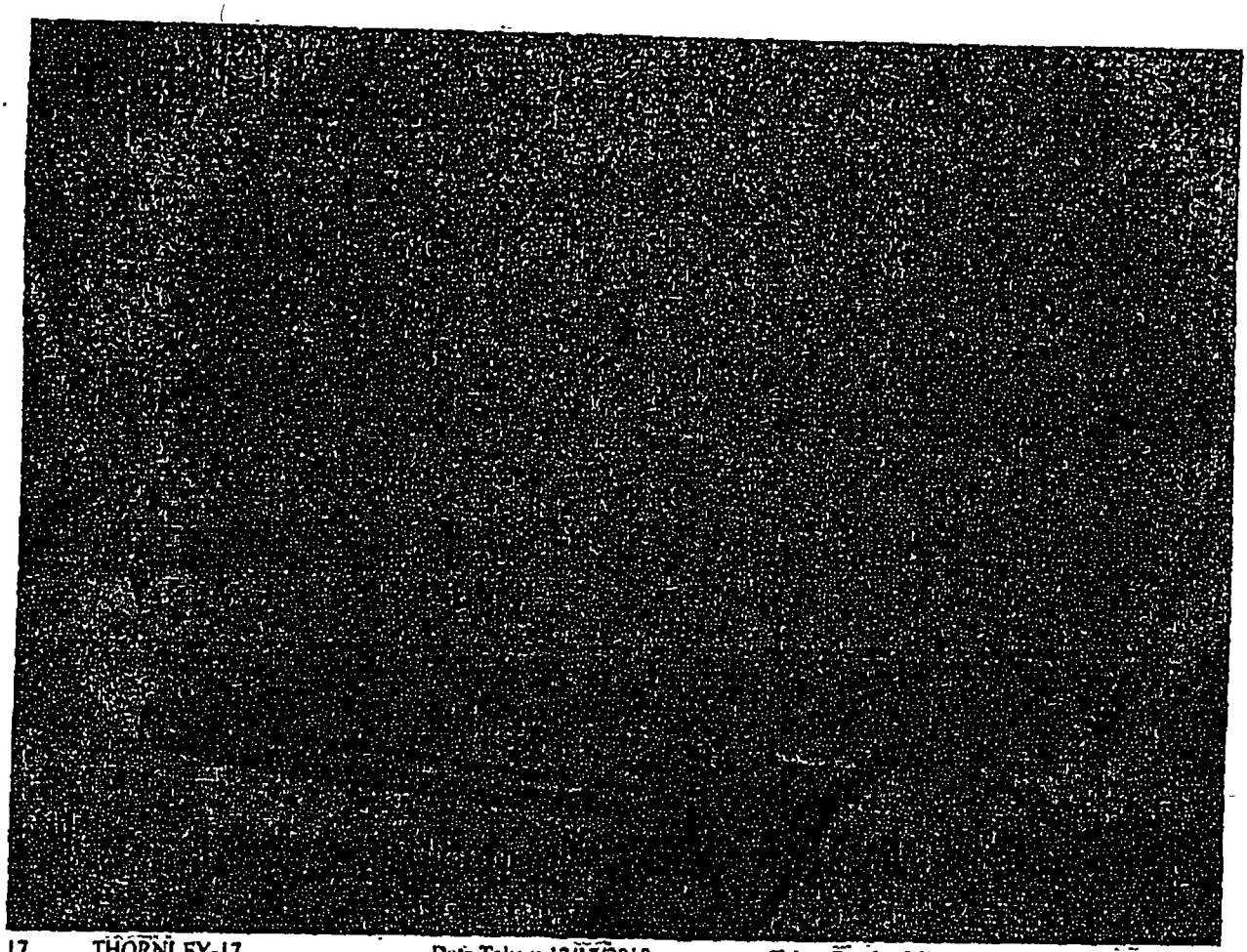
Joe Miano
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16 THORNLEY-16 Date Taken: 12/17/2010 Taken By: Joe Miano

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17 THORNLEY-17 Date Taken: 12/17/2010 Taken By: Joe Miano

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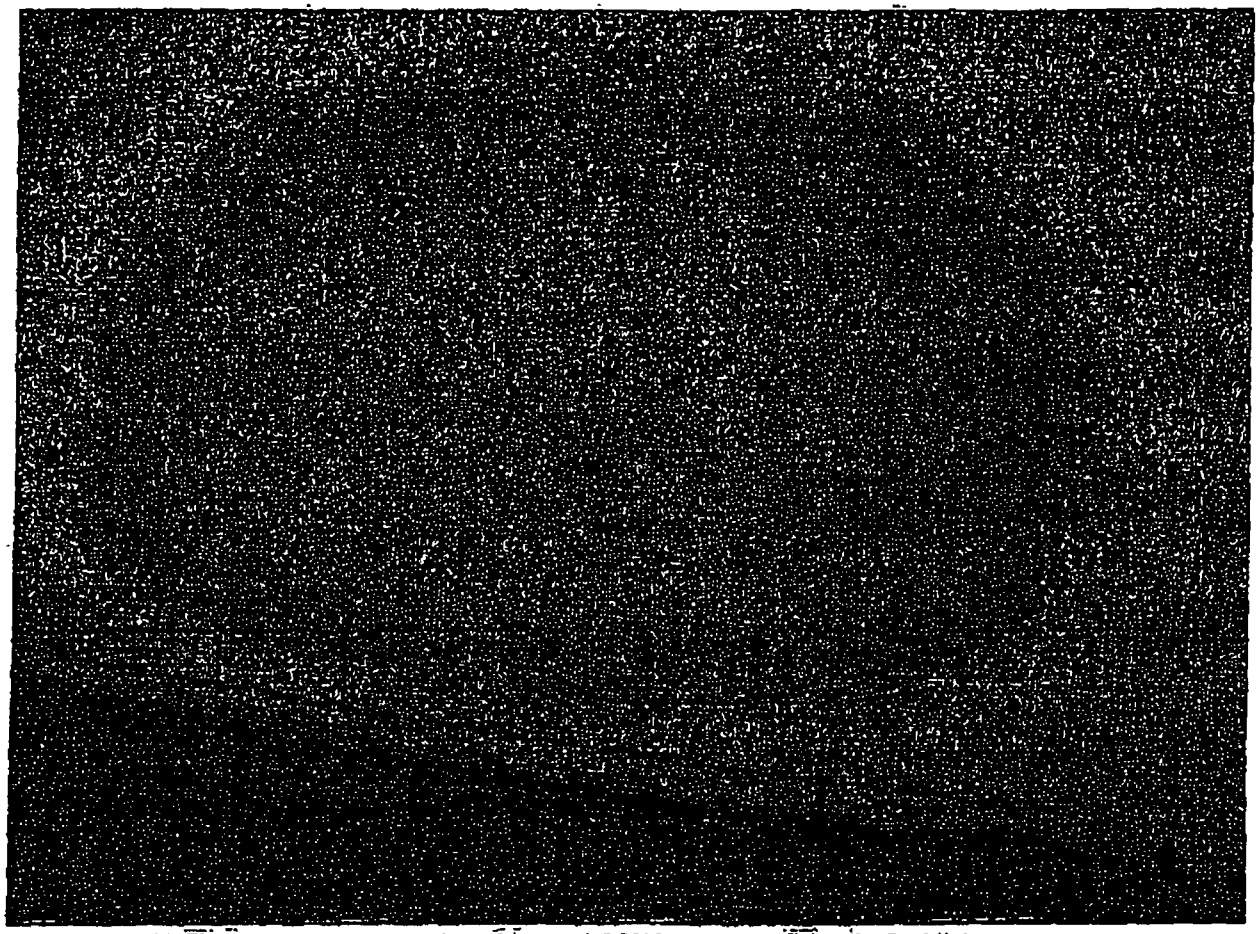
Joe Miano
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mianoj@nationwide.com



18 THORNLEY-18 Date Taken: 12/17/2010 Taken By: Joe Miano

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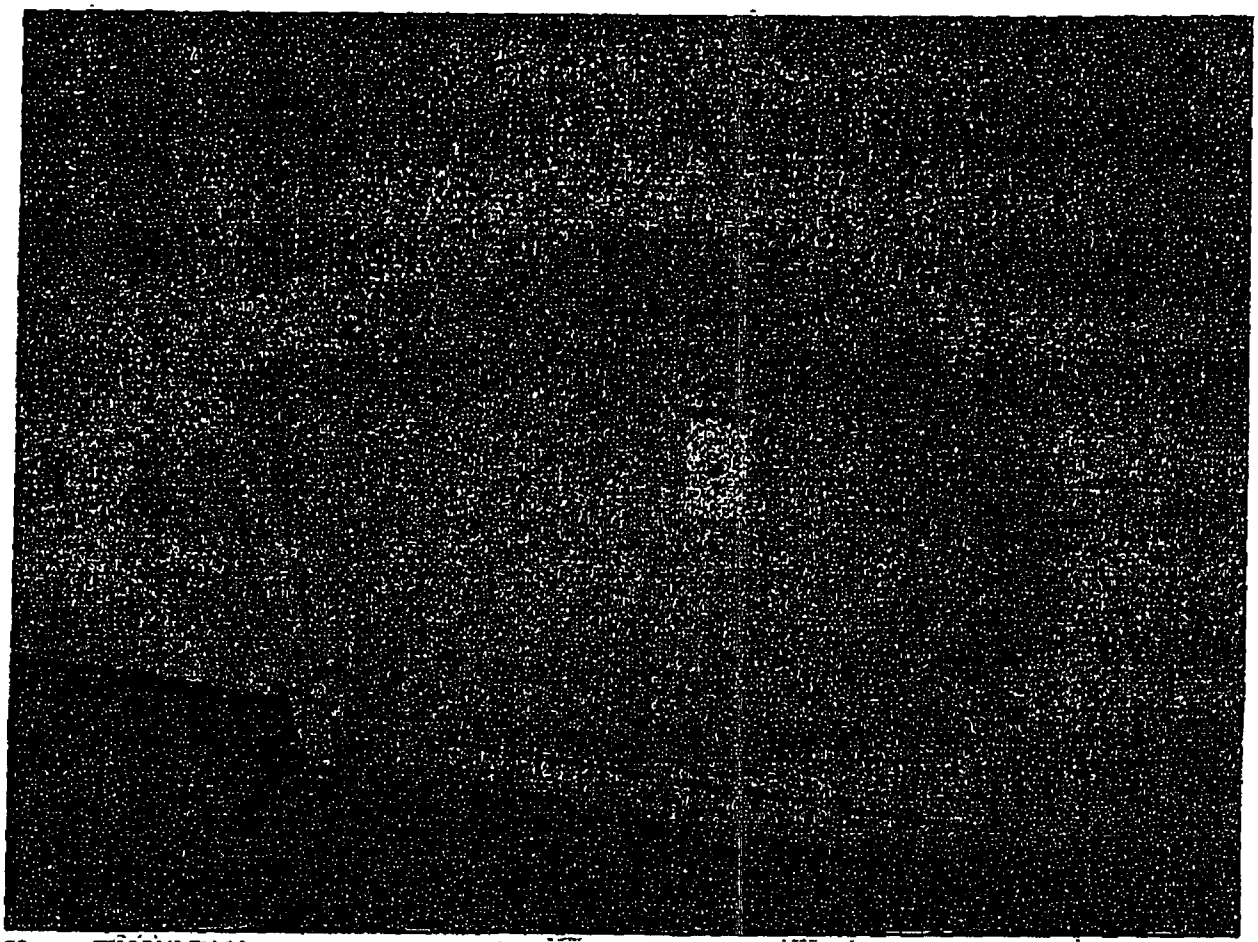
Joe Miano
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19 THORNLEY-19 Date Taken: 12/17/2010 Taken By: Joe Miano

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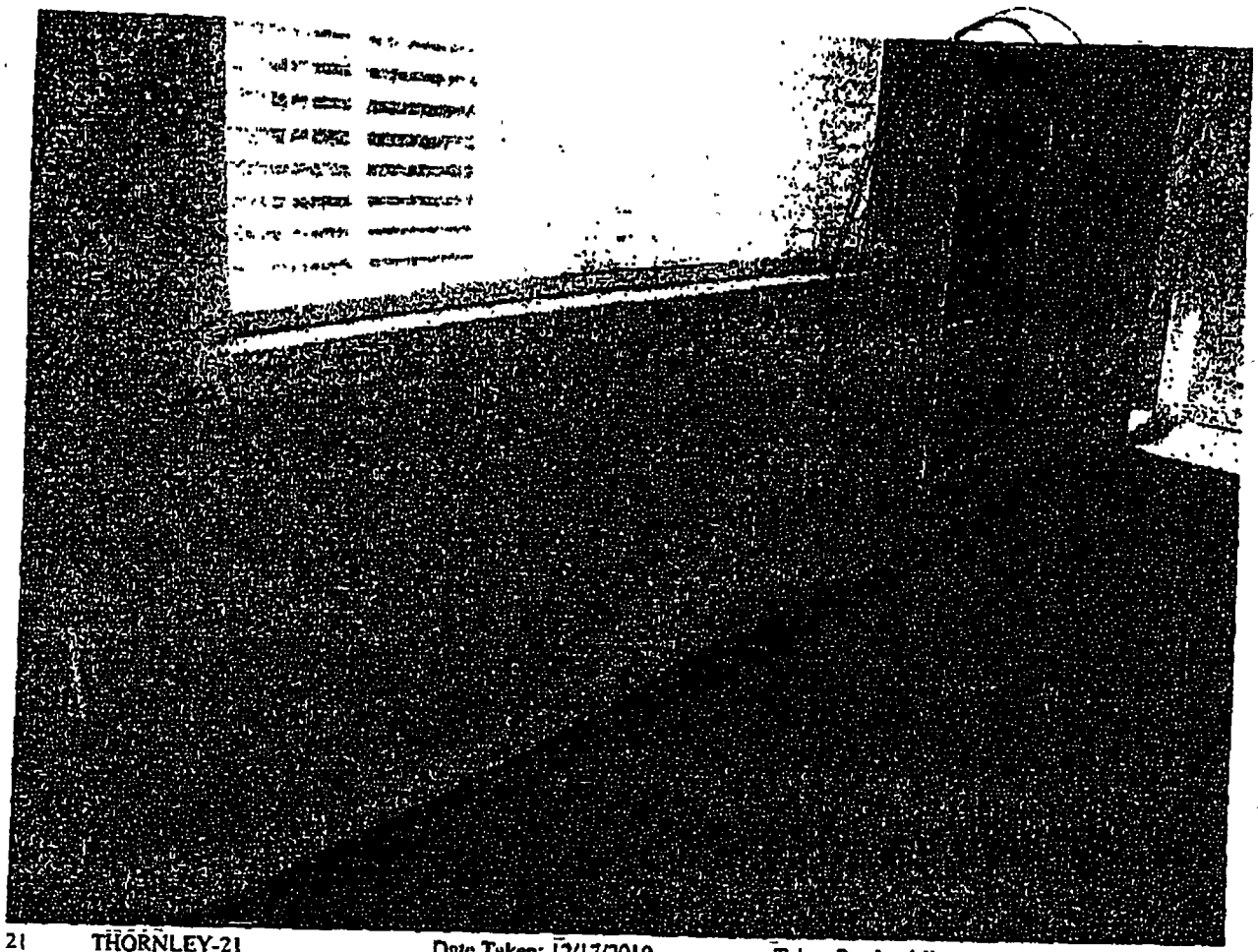
Joe Miano
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20 THORNLEY-20 Date Taken: 12/17/2010 Taken By: Joe Miano

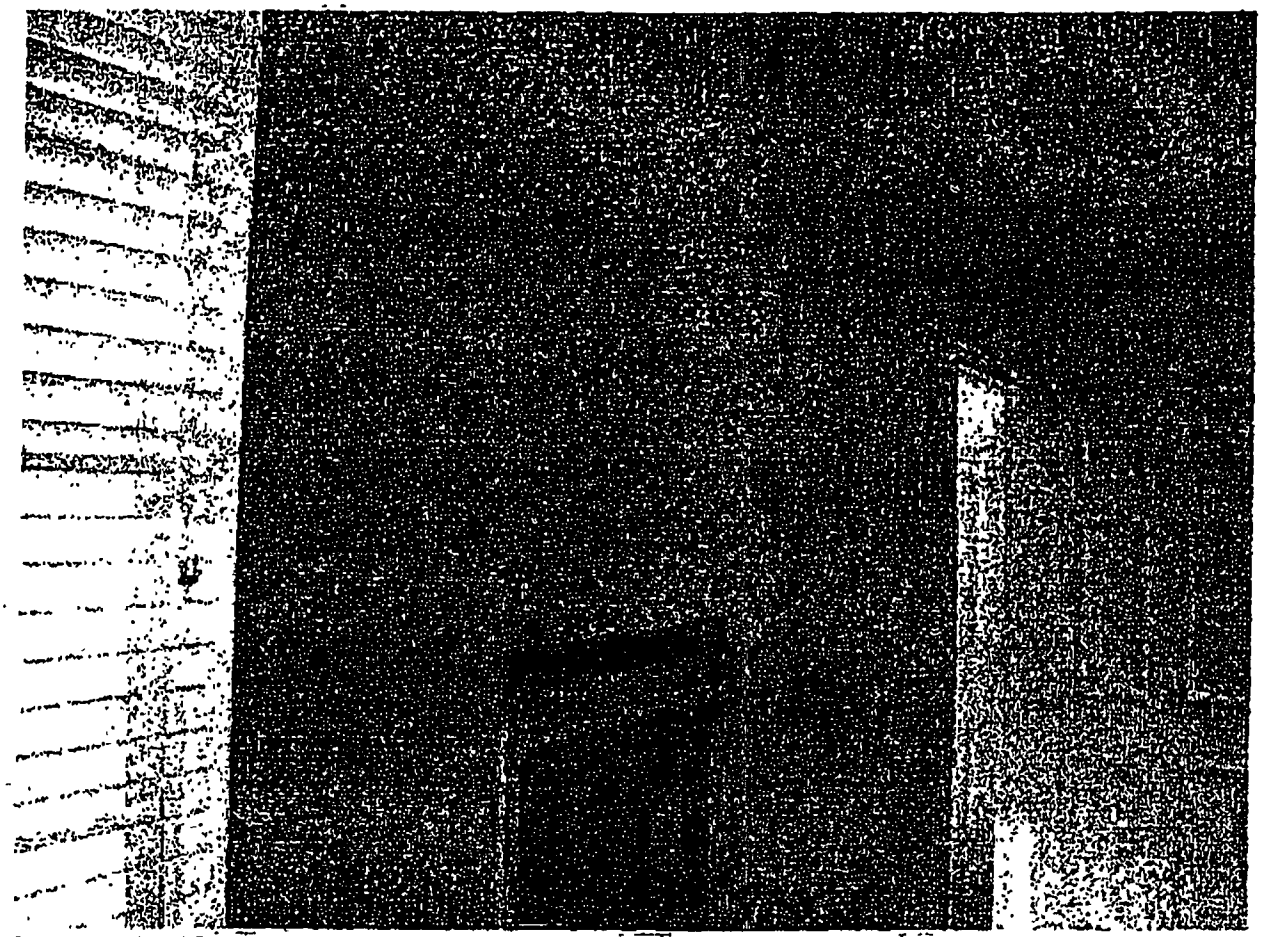
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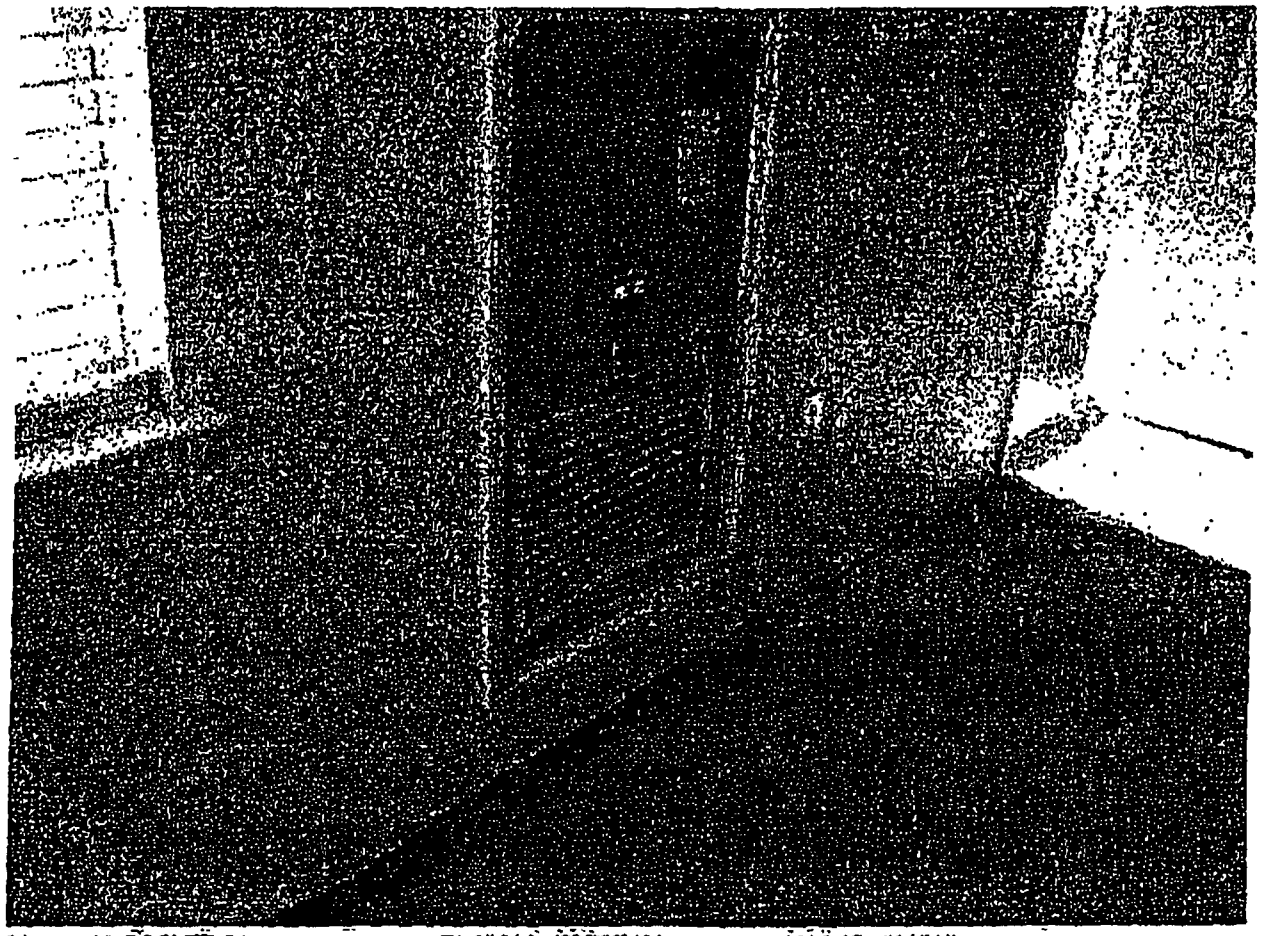
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Eft!N pjoft-!LB!614: 2.6693
Df m!954.523.48: 8!!!Oby!2.977.674.9. 67
n jbopkA obujpox jef/dpn



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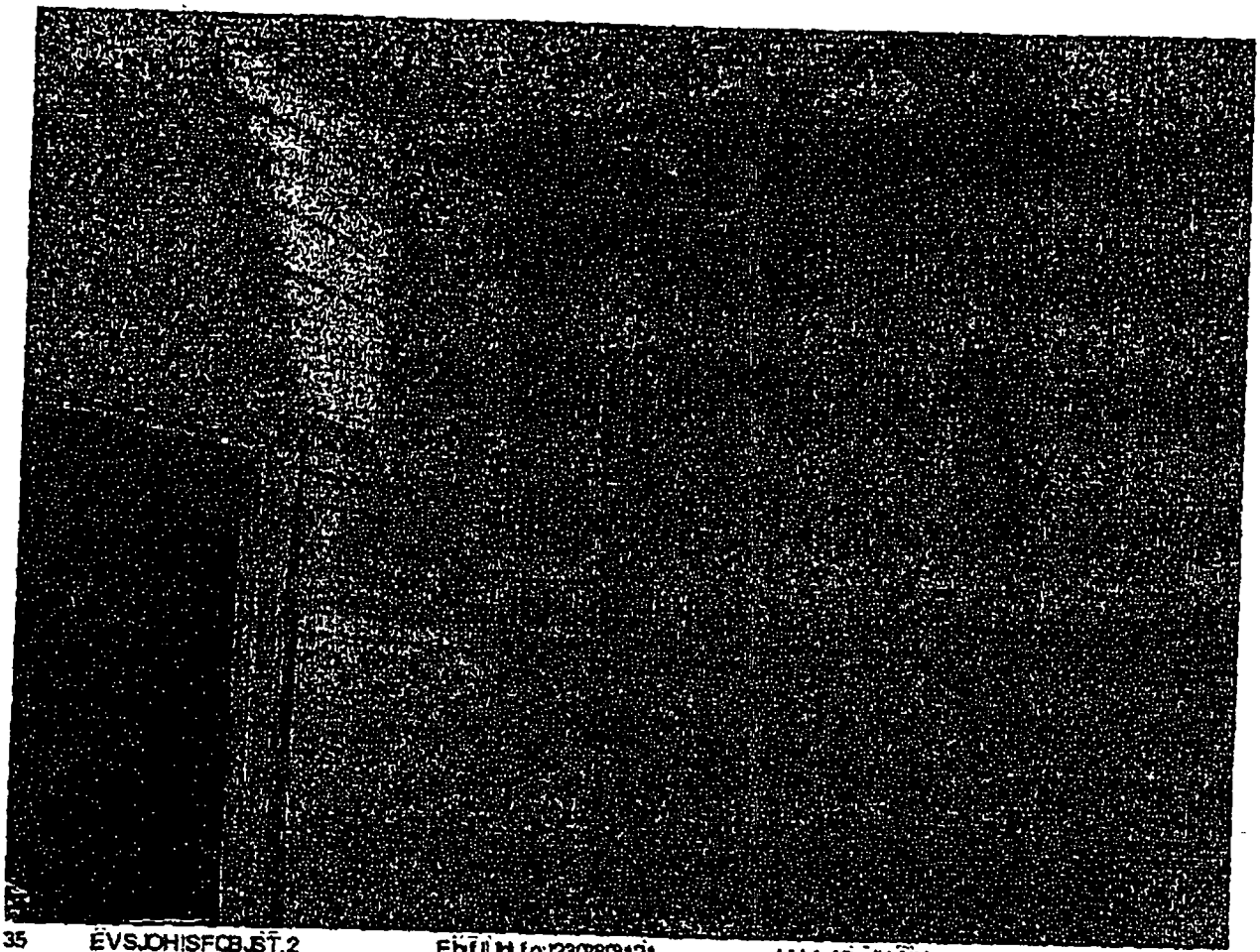
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n jbopkA obujpox jef/dpn



34 Ul PSOMFZ.34 Ebuf!Ubf fo;!2308803121 Ubf fo!Cz;!Kpf!N jbop

Obujpox jef!N vw/brhlot vsbodf!Dpn qboz

Kpf!N jbop
P'of!Obujpox jef!Hbuf x bz!Ef qu6693
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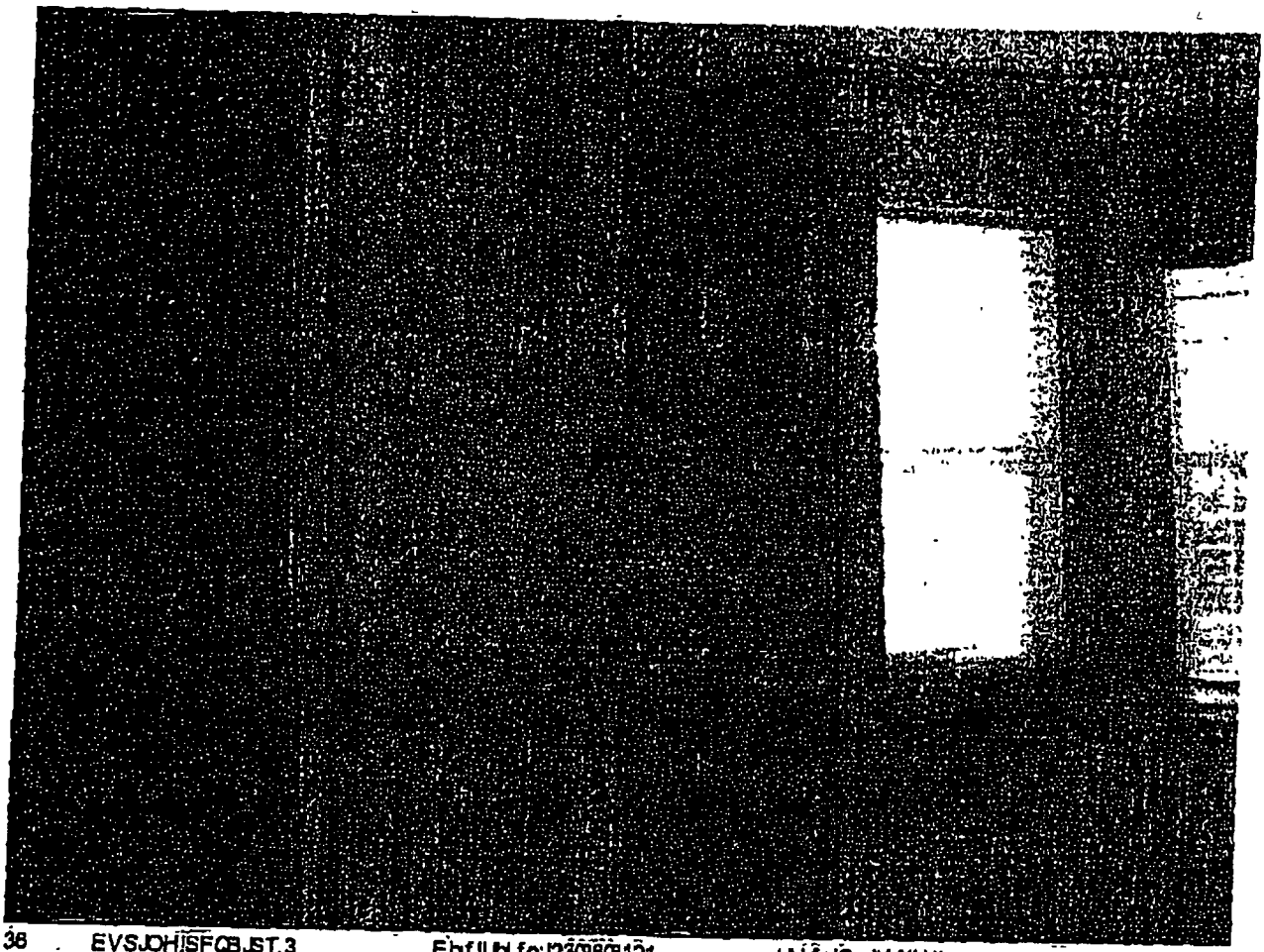
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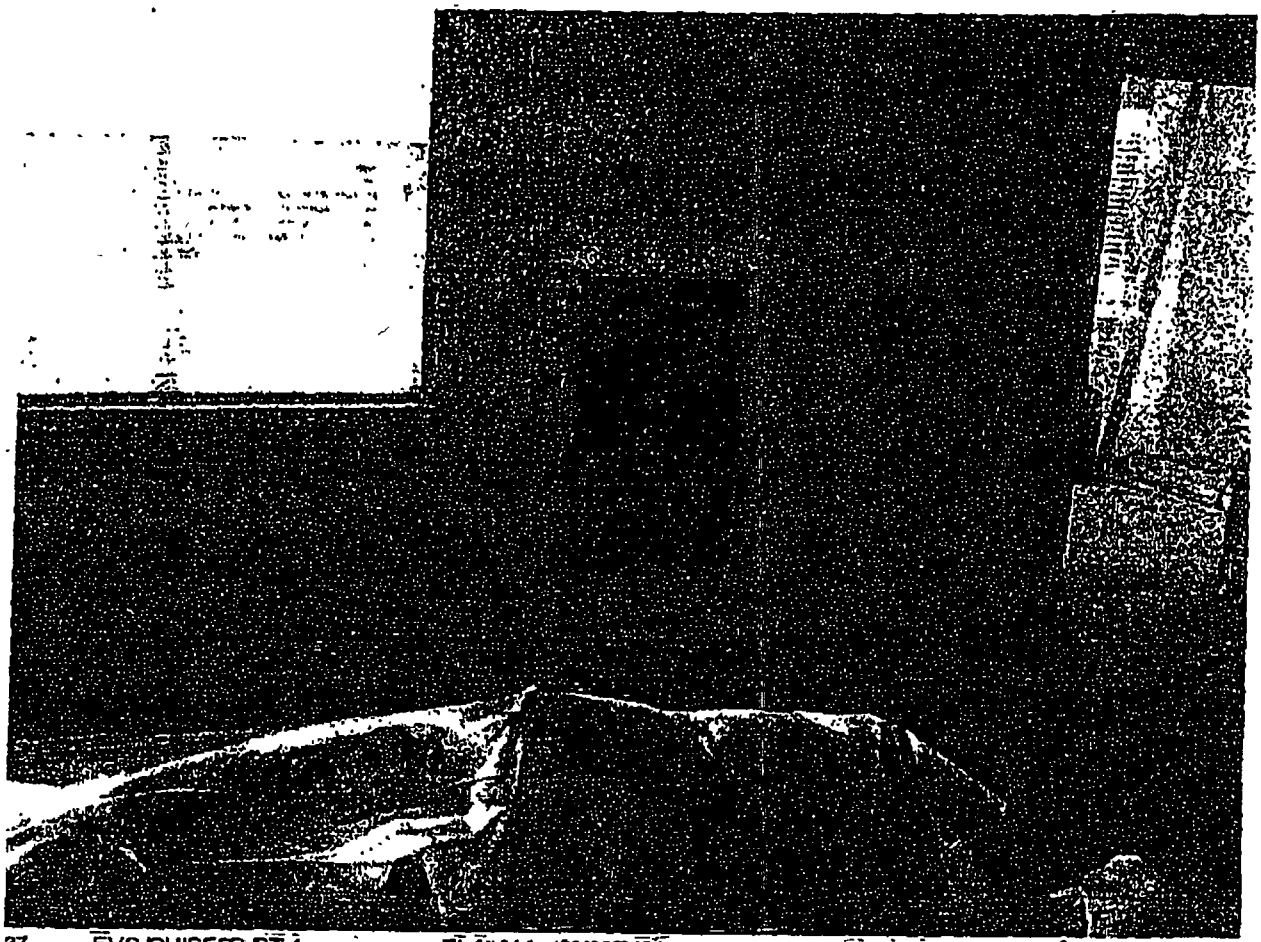


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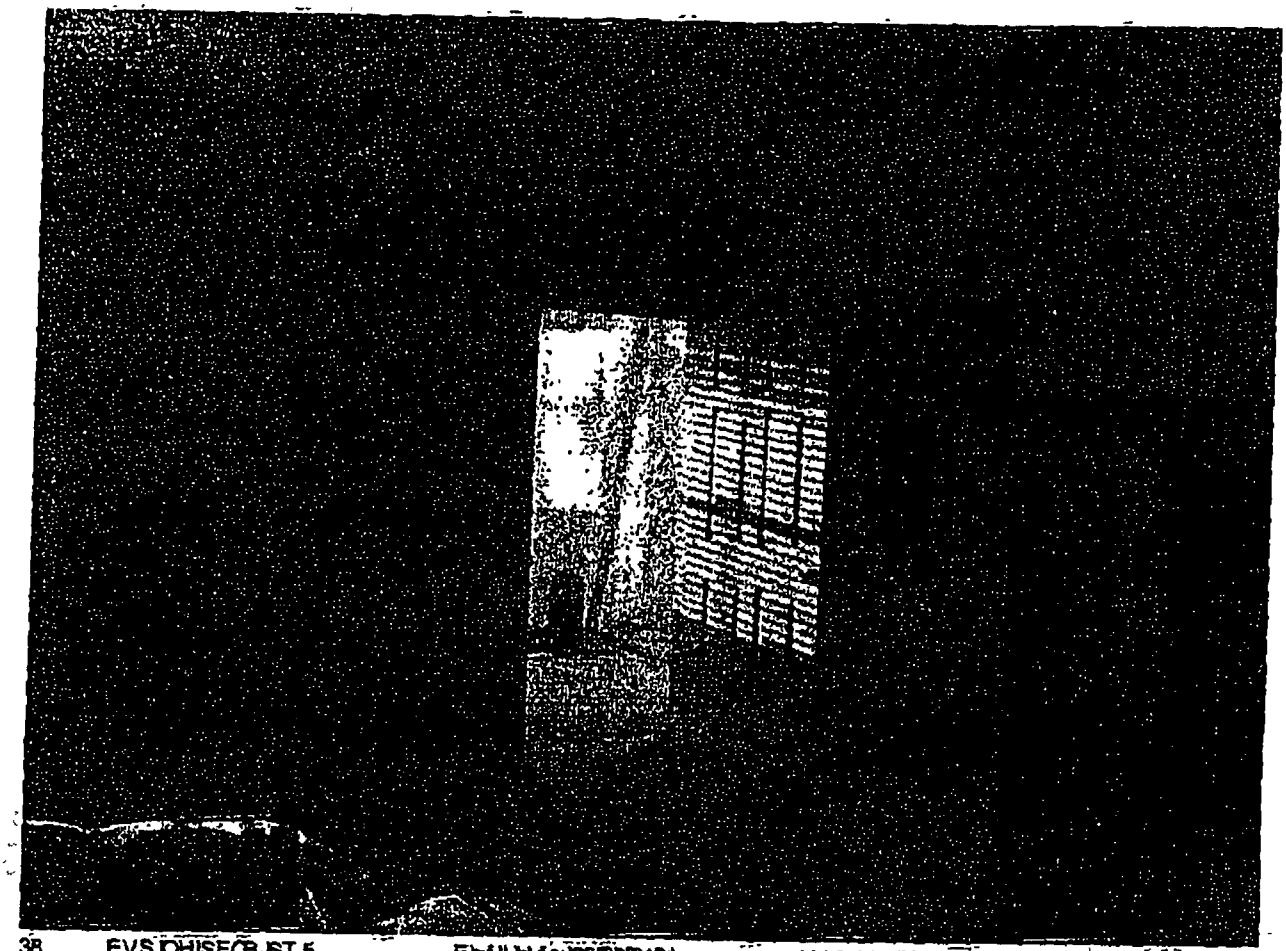
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Dfm954.523.48. 8!!!!Gby12.977.674.9. 67
n jbop!A obüjpox jef/dpn



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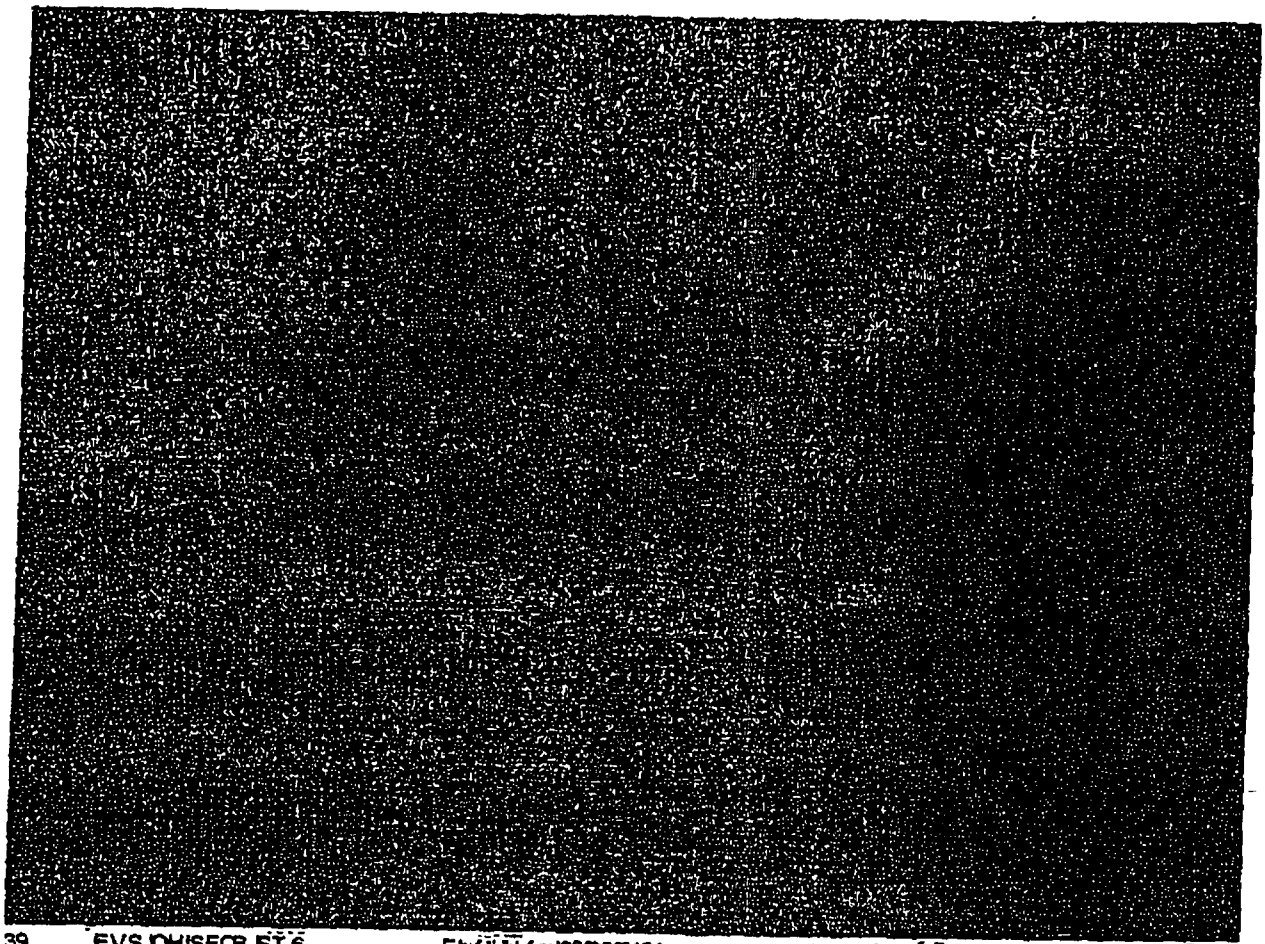
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BMITPO' U! PSOMFZ

20210122 Qbhf!42

Obj pox jef !N vu/brhbtvsbodf !Dpn qboz

kpf.IN jbop
Pof !Obj pox jef !Hbuf x bz!Efqu/6693
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Df m954. 523. 48: 8!!!!Gby!2. 977. 674. 9: 67
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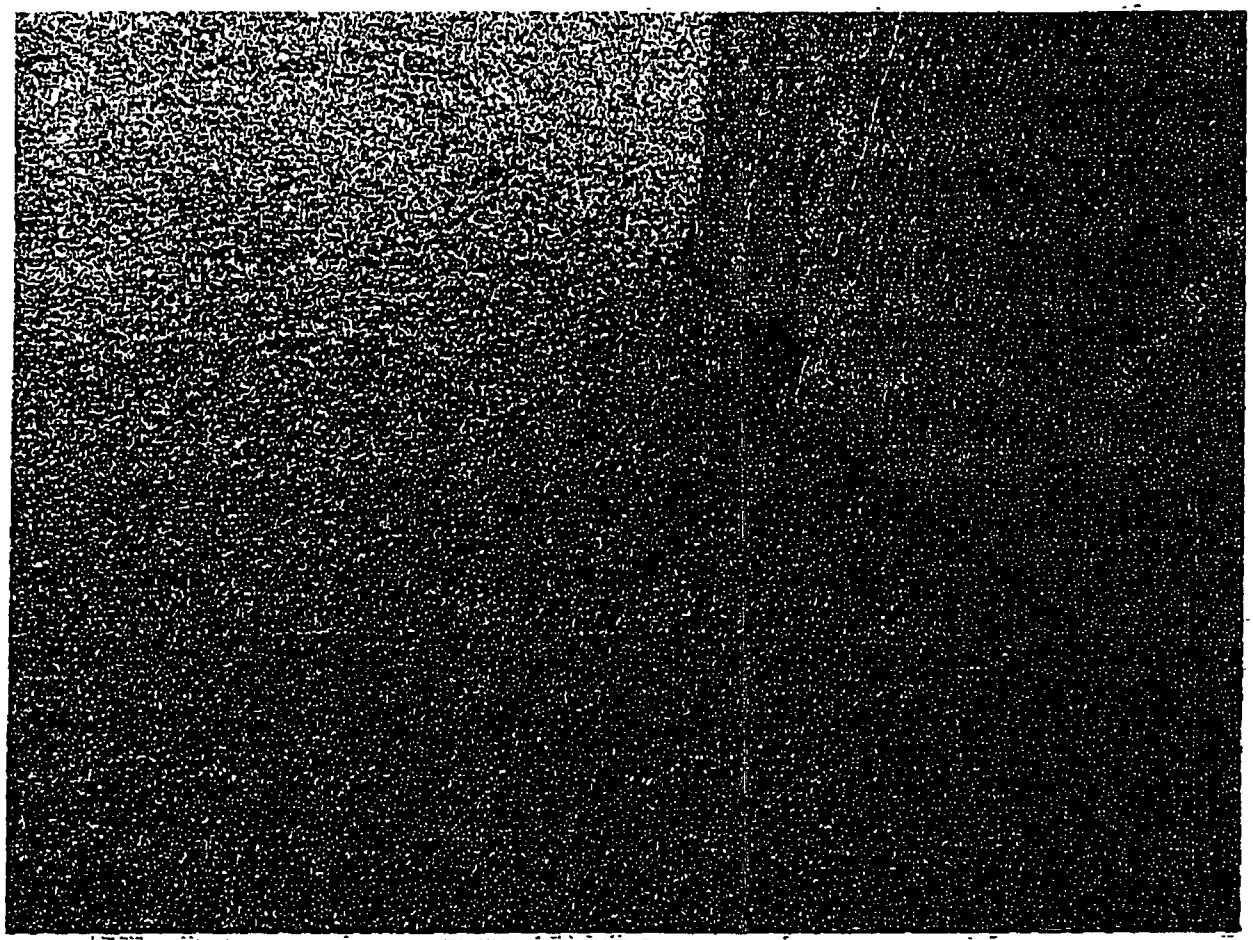
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njbopkA obujpox jef/dpn



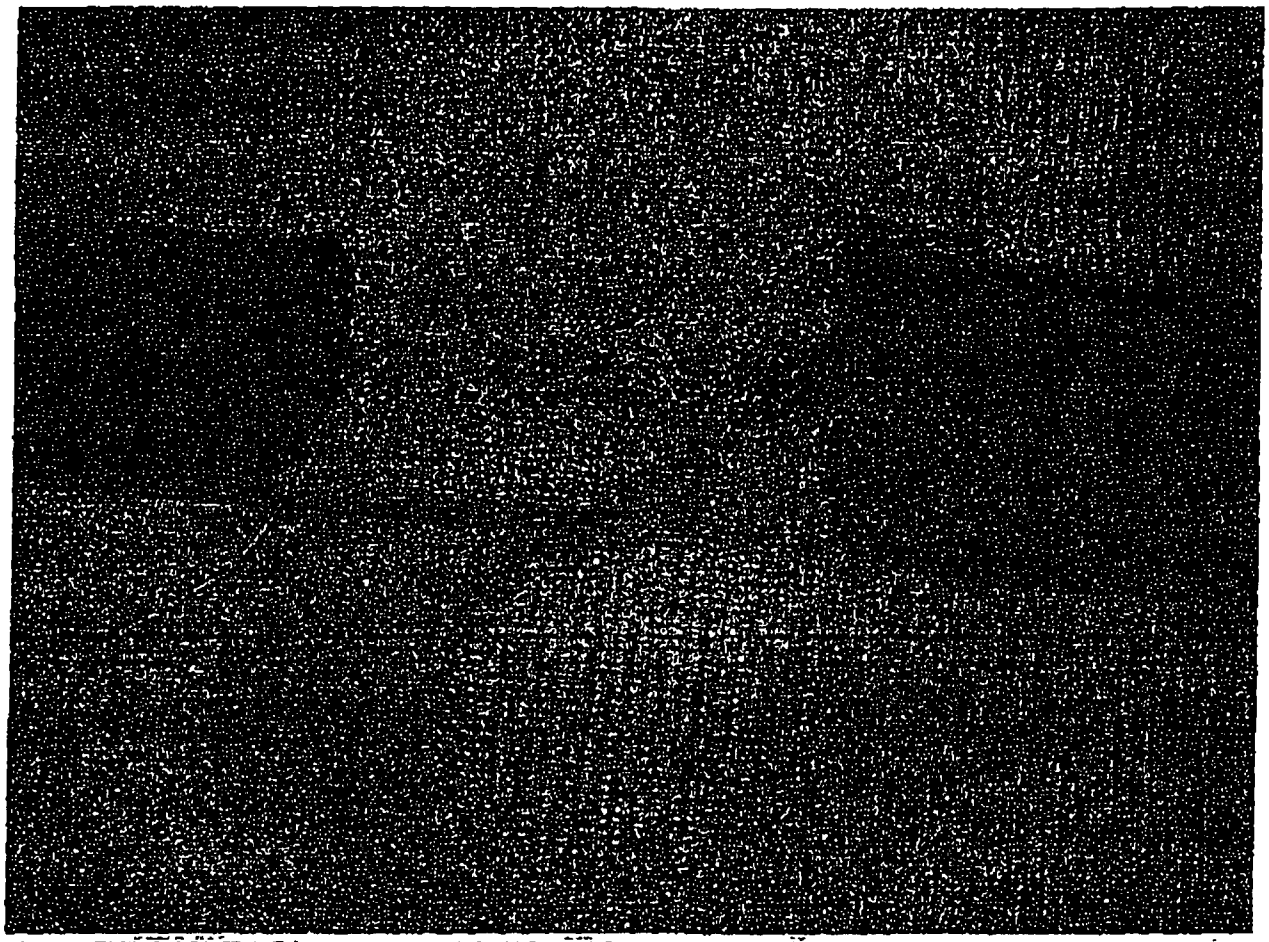
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Kpf!N jbop
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Eft!N pjoft-!JB!614: 2.6693
Df m954.523.48. 8!!!!Gby!2.977.674.9. 67
n jbopkA objpox jef/dpn



41 EVSJOHISFQBJST.8 Ebf!Ubi fo;!2302803121 Ubi foiCz;!Kpf!N jbop

Kpf !N jbop
Pof!Obujpox jef!Hbuf x bz!Ef qu6693
Ef t!N pjof t-UB!614: 2,6693
Df nt954.523.48: 8!!!!Gby!2.977.674 9: 67
n jbopkA obujpox jef/dpn



42 EVSJOHISFQBJST.9 Ebuf!Ubl fo;!2302803121 Ubl fo!Cz;!Kpf !N jbop

Check Listing

Claim Key: 61 39 UO 901626 12172010 01
Policyholder: Thornley, Alison
Claimant: N/A

Requester: CROOKSK1
Print Date: June 2, 2014
Print Time: 7:36 AM

PAYEE	AMOUNT	DATE	CHECK #	ISSUER	STATUS	TYPE	COV 1	SIDE 1 AMT	COV 2	SIDE 2 AMT
NATIONAL COMMERCIAL SERVICES	250.00	12-17-2013	000555789	Stephanie Sorensen	Posted	MECH	HOPRI	250.00		0.
Alison Thornley and KAUFMANN	13,270.21	01-10-2011	000711518	JOE MIANO	Postec	Manual	HOPRI	12,120.21	HOPRI	1,150.00
Alison Thornley and BOSS DISA	4,653.70	01-10-2011	000711519	JOE MIANO	Postec	Manual	HOPRI	4,653.70		0.

PLAINTIFF'S DEPOSITION EXHIBIT

Nationwide Mutual Insurance Company

Joe Miano
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Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

Summary for Dwelling

Line Item Total				11,770.83
Material Sales Tax	@	7.500% x	4,169.00	312.68
Subtotal				12,083.51
Overhead	@	10.0% x	10,933.51	1,093.35
Profit	@	10.0% x	10,933.51	1,093.35
Replacement Cost Value				**$14,270.21**
Less Depreciation				(404.77)
Actual Cash Value				**$13,865.44**
Less Deductible				(1,000.00)
Net Claim				**$12,865.44**
Total Recoverable Depreciation				404.77
Net Claim if Depreciation is Recovered				**$13,270.21**

Joe Miano

PLAINTIFF'S DEPOSITION EXHIBIT 2

STATE OF SOUTH CAROLINA)
) IN THECOURT OF COMMON PLEAS
COUNTY OF CHARLESTON) COURT

NATIONWIDE PROPERTY &)
CASUALTYINSURANCE COMPANY) Case No.:2013CP1007203
)
PLAINTIFF,
vs.)
)
GARY MCCOMBS)
)
RAGAN MCCOMBS ALBERT)

DEFENDANT(s).

FILED
2014 AUG -4 AM 11:04
JULIE J. ARMSTRONG
CLERK OF COURT

AFFIDAVIT of Rich Gallow

Personally appeared before the undersigned officer, duly authorized to administer oaths, who having been sworn, deposes and states the following:

1. I, Rich Gallow, am over the age of 18 years old, and I am competent to testify to the matters stated in this affidavit.

2. This testimony is based on my own personal knowledge. I am suffering from no legal disability and I make this affidavit based on my own personal knowledge.

3. I am employed as a Agent for Nationwide Property + Casualty Ins., and I am familiar with the claim and adjustment of the loss associated with this lawsuit. I am an authorized custodian of records, or

qualified person and I have access to the records for Plaintiff.

4. The supporting damage documentation attached to this affidavit, and Plaintiff's pleadings, is regularly maintained by our office in the ordinary course of business for the insurance field. It is customary practice at this company to obtain and maintain such records.

5. The documents attached hereto and to Plaintiff's pleadings according to our records are true and correct copies of the originals, being a reproduction from the records on file on behalf of Plaintiff.

6. The relevant financial information and data concerning the Plaintiff's claim includes the following:

   A. Plaintiff's insured, Allison Thornley, was the owner of a condominium located at 1515 Cambridge Lakes Dr. Mount Pleasant South Carolina 29464 on December 17, 2010. This was the date of loss for the claim that resulted from this law suit.

   B. Plaintiff's insured was covered by an insurance policy issued by the Plaintiff on the date of loss.

   C. There were two separate incidents at the same property which occurred on two different dates and resulted in two separate claims.

   D. Attached, as Exhibit "A", is the Proof of Loss for a previous incident at this location in 2009.

E. Attached, as Exhibit "B", is the Proof o Loss for the incident at hand, occurring on December 17, 2010.

F. The insured made a claim to Plaintiff for payment of benefits under the policy for both claims, however this law suit pertains only to the claims for the incident occurring on December 17, 2010.

G. It was determined that the loss was a results of water intrusion from the above condominium unit for both incidents.

D. Plaintiff paid a total of $18,923.91 in damages to it's insured as a result of the loss suffered and claimed from the incident occurring on December 17, 2010.

FURTHER SAYETH THE AFFIANT NOT.

Rich Gallion, Agent
AFFIANT SIGNATURE

Rich Gallion, Agent
AFFIANT PRINTED NAME

Sworn and subscribed before me this

22nd day of July, 2014.

NOTARY PUBLIC

Seal:

KARLA M NAVARRO
Commission # 1947647
Notary Public - California
Los Angeles County
My Comm. Expires Sep 8, 2015

Nationwide Insurance

Insured:	ALISON THORNLEY	Home:	(843) 469-7854
Property:	1515 CAMBRIDGE L MT PLEASAN, SC 29466	Business:	(843) 469-7854
Home	1209 BRIDGEPORT DR MT PLEASANT, SC 29466-7451		
Claim Rep.:	Joe Miano	Business.	(843) 412-3797
Business.	PO BOX 100276 COLUMBIA, SC 29202-3276		
Estimator.	Joe Miano	Business:	(843) 412-3797
Business:	PO BOX 100276 COLUMBIA, SC 29202-3276		

Claim Number: 6139901626UO0906020 **Policy Number:** 901626 **Type of Loss:** 150

Coverage	Deductible	Policy Limit
Contents	$0.00	$5,000.00
Dwelling	$1,000.00	$30,000.00

Date Contacted:	6/3/2009		
Date of Loss:	6/2/2009	Date Received.	6/3/2009
Date Inspected:	6/5/2009	Date Entered	6/8/2009 9:32 AM
Date Est. Completed:	6/9/2009 3.44 PM		

Price List:	SCCH5B_JUN09 Restoration/Service/Remodel
Estimate:	ALISON_THORNLEY

EXHIBIT A

Dear Valued Customer,

Please refer to the enclosed itemized estimate. This estimate contains our valuation of the damages for the reported loss and was prepared using reasonable and customary prices for your geographic area. If this document contains estimated structural repairs and you choose to hire a contractor, please provide this estimate to them.

If any hidden, or additional damage, and/or damaged items, are discovered, please contact me or have your contractor or vendor contact me immediately. Coverage for the hidden or additional damages and/or damaged items, would need to be determined, and may require an inspection/re-inspection, before any supplemental payment would be authorized. Please do not destroy, or discard any of the hidden, or additional damages, and/or damaged items, until we have had an opportunity to review the hidden or additional damages and/or damaged items, and have reached an agreement with you on any supplemental cost.

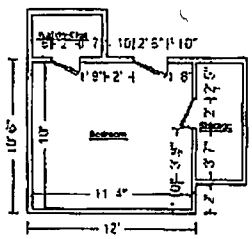
If you, your contractor, or vendor determine that there are additional building fees and/or permits associated with the estimated repairs, that may not be included in this estimate, please contact me immediately so that I may review and make a determination as to the appropriate payment.

If a mortgage company is included on your claim payment check, please contact the mortgage company to discuss how to handle the proceeds of this payment.

Thank you for allowing Nationwide Insurance to serve your insurance needs. Please contact me at the numbers listed above if you have any questions regarding this estimate or any other matter pertaining to your claim.

ALISON_THORNLEY

Main Level

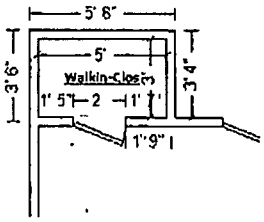


Bedroom **Ceiling Height: 9'**

340.67 SF Walls	113.33 SF Ceiling
454.00 SF Walls & Ceiling	113.33 SF Floor
12.59 SY Flooring	36.17 LF Floor Perimeter
42.67 LF Ceil. Perimeter	

Missing Wall:	**1 -**	**2'0" X 6'8"**	**Opens into Storage**	**Goes to Floor**
Missing Wall:	**1 -**	**2'6" X 6'8"**	**Opens into Exterior**	**Goes to Floor**
Missing Wall:	**1 -**	**2'0" X 6'8"**	**Opens into Walkin-Clos**	**Goes to Floor**

DESCRIPTION	QNTY	UNIT COST	RCV	DEPREC.	ACV
DWELLING					
1. Drywall Installer / Finisher - per hour	3.50 HR	58.45	204.58	(0.00)	204.58
Agreed vendor price to replace damaged sheet rock and make seam repairs to interior wall,					
2. R&R Acoustic ceiling (popcorn) texture	454.00 SF	0.94	426.76	(21.93)	404.83
Hand textured walls & ceilings called "knock-off" style by vendor. Age 10 condition good.					
3. Seal/prime the walls and ceiling - one coat	454.00 SF	0.32	145.28	(10.17)	135.11
Sealer coat needed to insure adhesion.					
4. Floor protection - self-adhesive plastic film	113.33 SF	0.46	52.13	(0.00)	52.13
5. Paint baseboard - two coats	36.17 LF	0.86	31.11	(7.78)	23.33
Due to water staining.					
6. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	18.65	37.30	(9.33)	27.97
NOTES					
Dwelling Totals:			**897.16**	**49.21**	**847.95**
Totals: Bedroom			**897.16**	**49.21**	**847.95**

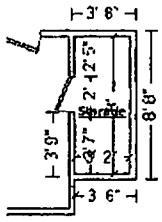


Walkin-Clos **Ceiling Height: 9'**

130.67 SF Walls	15.00 SF Ceiling
145.67 SF Walls & Ceiling	15.00 SF Floor
1.67 SY Flooring	14.00 LF Floor Perimeter
16.00 LF Ceil. Perimeter	

Missing Wall: 1 - 2'0" X 6'8" **Opens into Bedroom** **Goes to Floor**

DESCRIPTION	QNTY	UNIT COST	RCV	DEPREC.	ACV
DWELLING					
7. CLOSET UNDAMAGED	1.00 EA	0.00	0.00	(0.00)	0.00
Totals: Walkin-Clos			**0.00**	**0.00**	**0.00**



Storage **Ceiling Height: 9'**

187.67 SF Walls	25.33 SF Ceiling
213.00 SF Walls & Ceiling	25.33 SF Floor
2.81 SY Flooring	20.33 LF Floor Perimeter
22.33 LF Ceil. Perimeter	

Missing Wall: 1 - 2'0" X 6'8" **Opens into Bedroom** **Goes to Floor**

DESCRIPTION	QNTY	UNIT COST	RCV	DEPREC.	ACV
DWELLING					
8. Drywall Installer / Finisher - per hour	5.00 HR	58.45	292.25	(0.00)	292.25
Agreed vendor price to replace damaged sheet rock and make seam repairs to interior wall,					
9. Insulation - Minimum charge	1.00 EA	160.00	160.00	(11.20)	148.80
To replace damaged insulation interior wall between storage room and bedroom.					
10. R&R Acoustic ceiling (popcorn) texture	213.00 SF	0.94	200.22	(10.29)	189.93

CONTINUED - Storage

DESCRIPTION	QNTY	UNIT COST	RCV	DEPREC.	ACV
Hand textured walls & ceilings called "knock-off" style by vendor. Age 10 condition good.					
11. Seal/prime the walls and ceiling - one coat	213.00 SF	0.32	68.16	(4.77)	63.39
Sealer coat needed to insure adhesion.					
12. Floor protection - self-adhesive plastic film	25.33 SF	0.46	11.65	(0.00)	11.65
13. Paint baseboard - two coats	20.33 LF	0.86	17.48	(4.37)	13.11
Due to water staining					
NOTES					
Dwelling Totals:			**749.76**	**30.63**	**719.13**
Totals: Storage			**749.76**	**30.63**	**719.13**
Area Dwelling Total:			**1,646.92**	**79.84**	**1,567.08**
Totals: Main Level			**1,646.92**	**79.84**	**1,567.08**

Miscellaneous



DESCRIPTION	QNTY	UNIT COST	RCV	DEPREC.	ACV
DWELLING					
14. CONTENTS MANIPULATION	5.00 HR	25.00	125.00	(0.00)	125.00
To rem/reinstall furniture, hangings & contents in affected rooms.					
15. Haul debris - per pickup truck load - including dump fees	1.00 EA	93.43	93.43	(0.00)	93.43
NOTES					
Dwelling Totals:			**218.43**	**0.00**	**218.43**

CONTINUED - Miscellaneous

DESCRIPTION	QNTY	UNIT COST	RCV	DEPREC.	ACV
Totals: Miscellaneous			**218.43**	**0.00**	**218.43**
Area Dwelling Total:			**1,865.35**	**79.84**	**1,785.51**
Line Item Totals: ALISON_THORNLEY			**1,865.35**	**79.84**	**1,785.51**

Grand Total Areas:

659.00	SF Walls	153.67	SF Ceiling	812.67	SF Walls and Ceiling
153.67	SF Floor	17.07	SY Flooring	70.50	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	81.00	LF Ceil. Perimeter
153.67	Floor Area	177.22	Total Area	659.00	Interior Wall Area
514.33	Exterior Wall Area	59.00	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

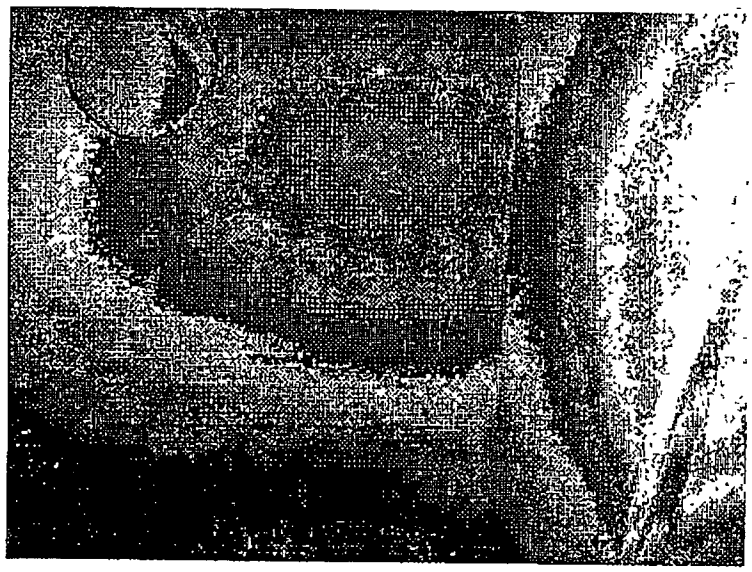
Summary for Dwelling

Line Item Total				1,865.35
Material Sales Tax	@	7.500% x	170.97	12.82
Subtotal				1,878.17
Overhead	@	10.0% x	1,878.17	187.82
Profit	@	10.0% x	1,878.17	187.82
Replacement Cost Value				**$2,253.81**
Less Depreciation				(80.75)
Actual Cash Value				**$2,173.06**
Less Deductible				(1,000.00)
Net Claim				**$1,173.06**
Total Recoverable Depreciation				80.75
Net Claim if Depreciation is Recovered				**$1,253.81**

Joe Miano



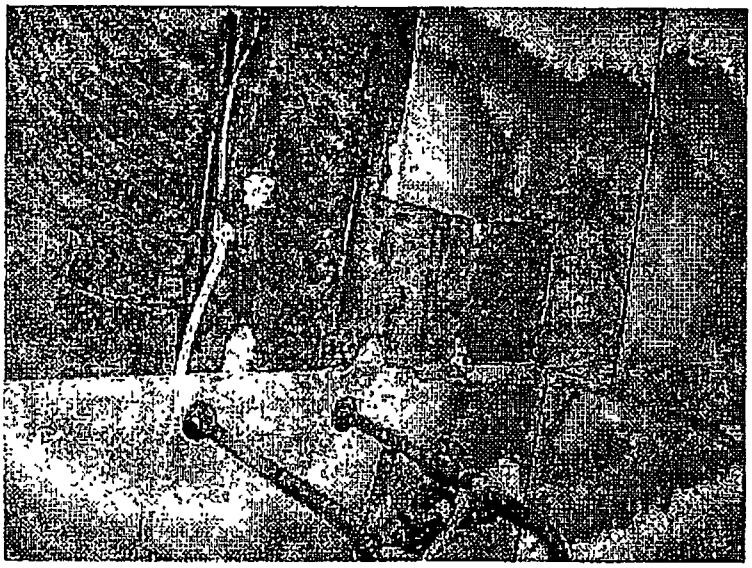
1 101_1090 6/10/2009 Taken By: Joe Miano
STORAGE RM, INTERIOR WALL



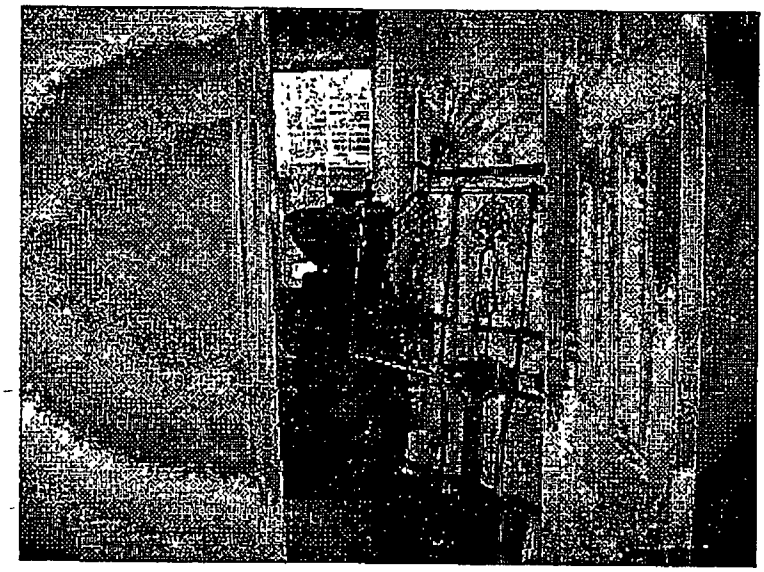
2 101_1091 6/10/2009 Taken By: Joe Miano
STORAGE ROOM CEIL



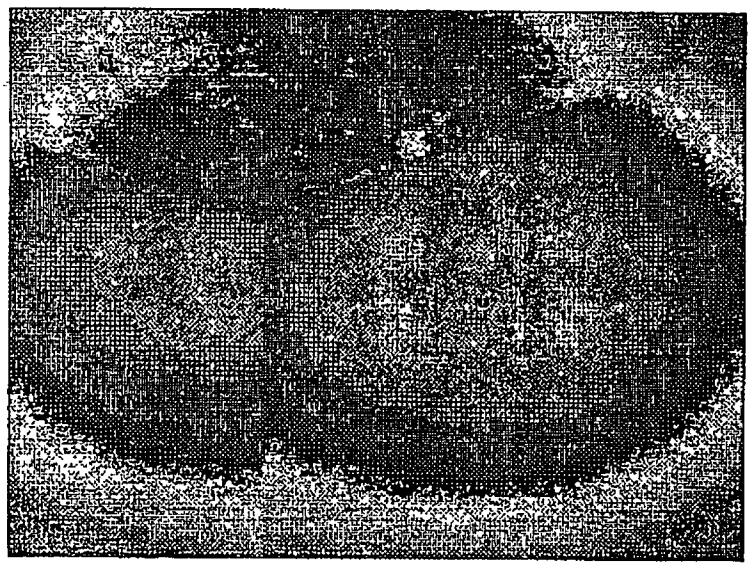
3 101_1092 6/10/2009 Taken By: Joe Miano
STORAGE ROOM



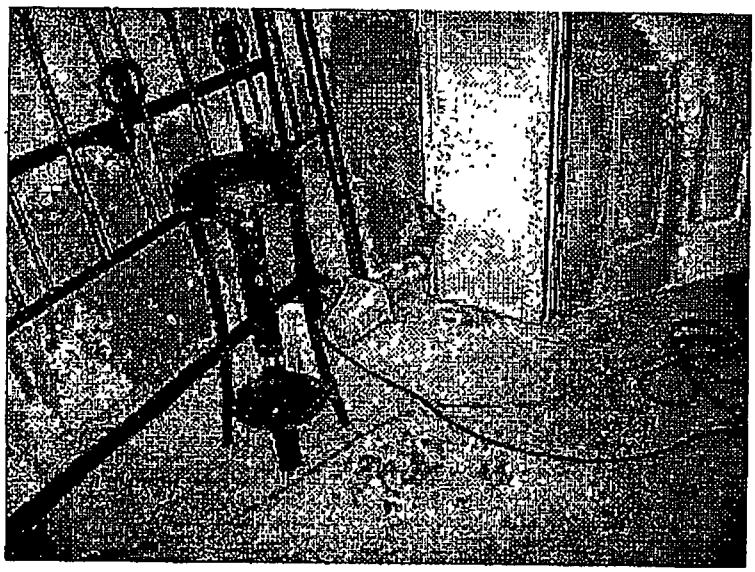
4 101_1093 6/10/2009 Taken By: Joe Miano
STORAGE ROOM



5 101_1094 6/10/2009 Taken By. Joe Miano
BR



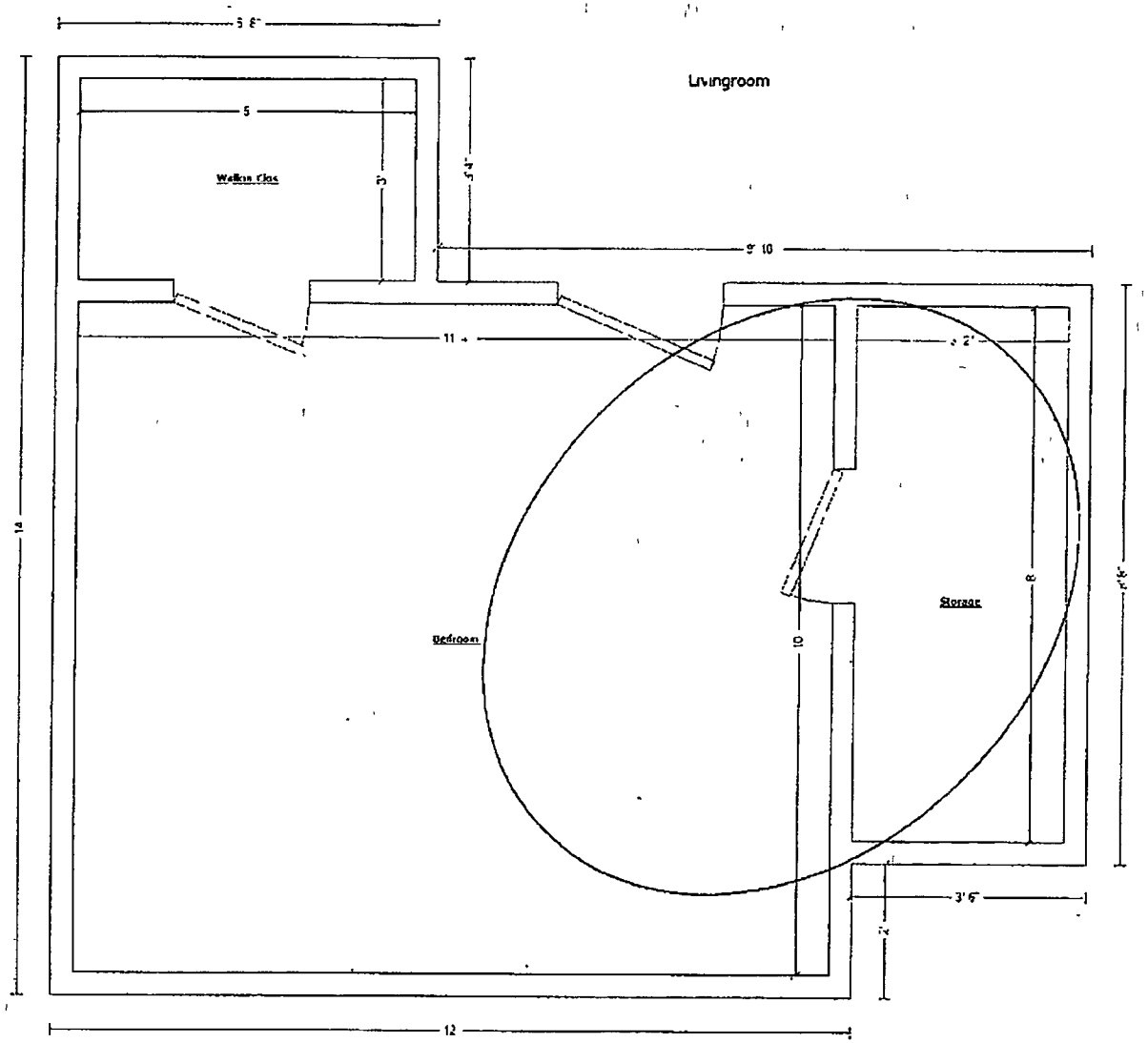
6 101_1095 6/10/2009 Taken By. Joe Miano
BR



7 101_1096 6/10/2009 Taken By: Joe Miano
BR



8 101_1097 6/10/2009 Taken By: Joe Miano



Plumbing break upstairs caused sudden damage to rooms below Wall damage is to interior walls, not perimeter.

N

Main Level

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

Insured:	ALISON THORNLEY	Home:	(843) 270-3327
Property	1515 CAMBRIDGE LAKES DR MT PLEASAN, SC 29464	Business.	() -
		Other.	(843) 270-3327
Home.	1209 BRIDGEPORT DR MT PLEASANT, SC 29466-7451		
Claim Rep..	Joe Miano	Business:	(843) 412-3797
Business:	ONE NATIONWIDE GATEWAY DEPT 5582 DES MOINES, IA 50391-5582	Fax.	(866) 563-8956
Estimator	Joe Miano	Business.	(843) 412-3797
Business	ONE NATIONWIDE GATEWAY DEPT 5582 DES MOINES, IA 50391-5582		

Claim Number: 6139901626UO10121701 **Policy Number:** 901626 **Type of Loss:** WATER DAMAGE NON WEATHER RELATED

Date Contacted	12/17/2010		
Date of Loss:	12/17/2010	Date Received.	12/17/2010
Date Inspected:	12/17/2010	Date Entered	12/21/2010 12.06 PM
Date Est Completed	1/10/2011 3:57 PM		
Price List.	SCCH7X_DEC10 Restoration/Service/Remodel		
Estimate.	ALISON_THORNLEY		

Exhibit B

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
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mianoj@nationwide com

ALISON_THORNLEY

ALISON_THORNLEY

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1 Floor Covering - Carpet (Bid Item)	1.00 EA	0.00	10,620.83	10,620 83

See attached approved itemized contractor estimate to repair water damage to the condo interior. Includes breakdown for labor, materials & tax. Vendor total is $13,120.21 including O&P

Condo is 11 years old condition very good Damaged interior trim portion being replaced is $345.75 and is depreciated 11% or $38 03.

Interior paint was new in preparation for new tenant who recently moved in, so no paint depreciation. Only damaged portions repainted or retextured.

Carpet is age 1 1/2 years old condition very good quality above average. It is being replaced w/ the same carpet from the same original vendor to match existing. The carpet portion is $3,551 60 with 10% depreciation of 355.16 taken based on quality, age and condition.

Total ALISON_THORNLEY 10,620.83

ALE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
2. LOSS OF RENT	1 00 MO	0 00	1,150.00	1,150.00

Agreed allowance of 1 month lost rent being paid under loss of use coverage Owners actually lost the entire month of rent during the mitigation and repairs.

Totals: ALE 1,150.00

Line Item Totals: ALISON_THORNLEY 11,770.83

Nationwide Mutual Insurance Company

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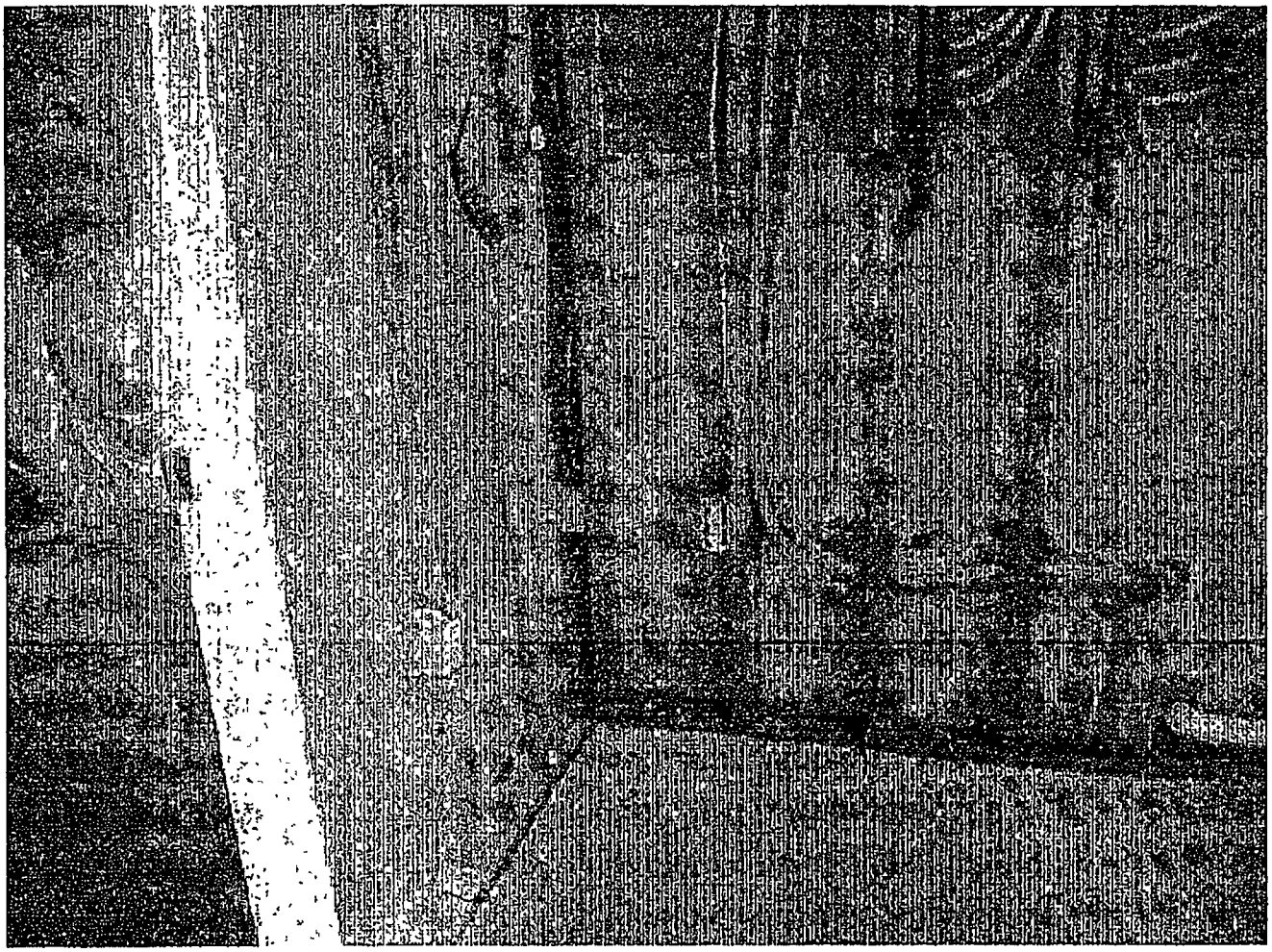
Summary for Dwelling

Line Item Total				11,770.83
Material Sales Tax	@	7.500% x	4,169.00	312.68
Subtotal				12,083.51
Overhead	@	10.0% x	10,933.51	1,093.35
Profit	@	10.0% x	10,933.51	1,093.35
Replacement Cost Value				**$14,270.21**
Less Depreciation				(404.77)
Actual Cash Value				**$13,865.44**
Less Deductible				(1,000.00)
Net Claim				**$12,865.44**
Total Recoverable Depreciation				404.77
Net Claim if Depreciation is Recovered				**$13,270.21**

Joe Miano

Nationwide Mutual Insurance Company

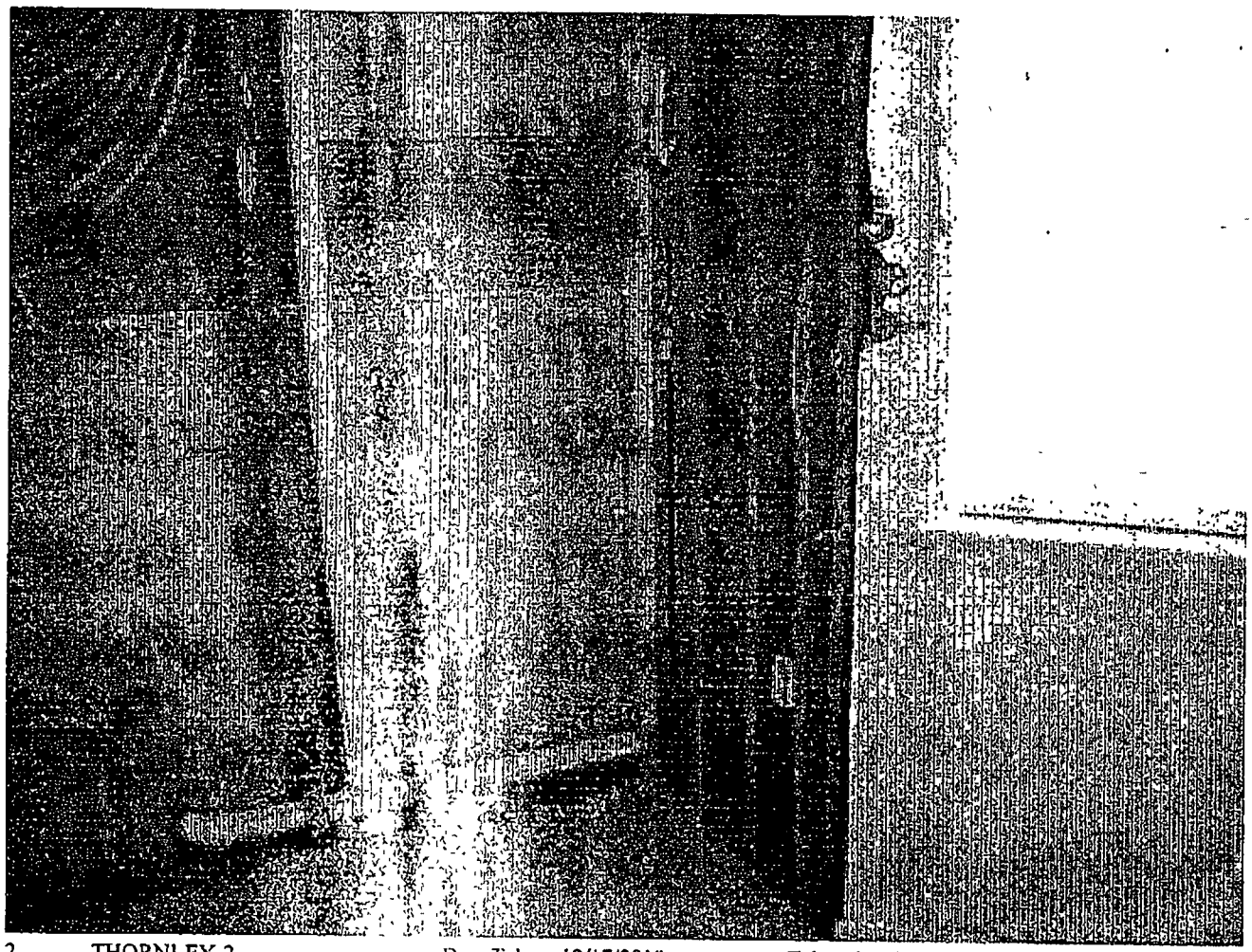
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



1 THORNLEY-1 Date Taken 12/17/2010 Taken By: Joe Miano

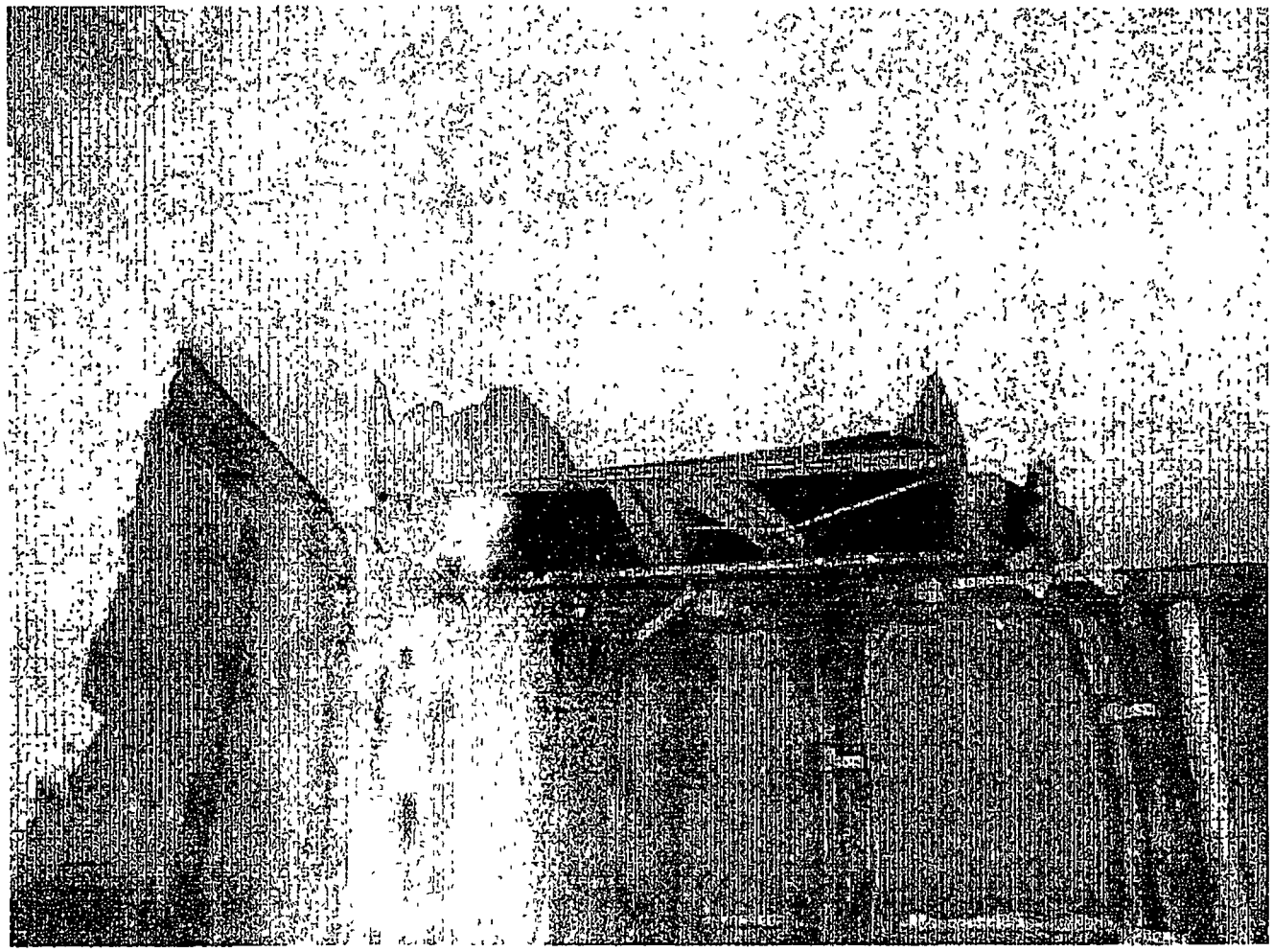
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2 THORNLEY-2 Date Taken 12/17/2010 Taken By: Joe Miano

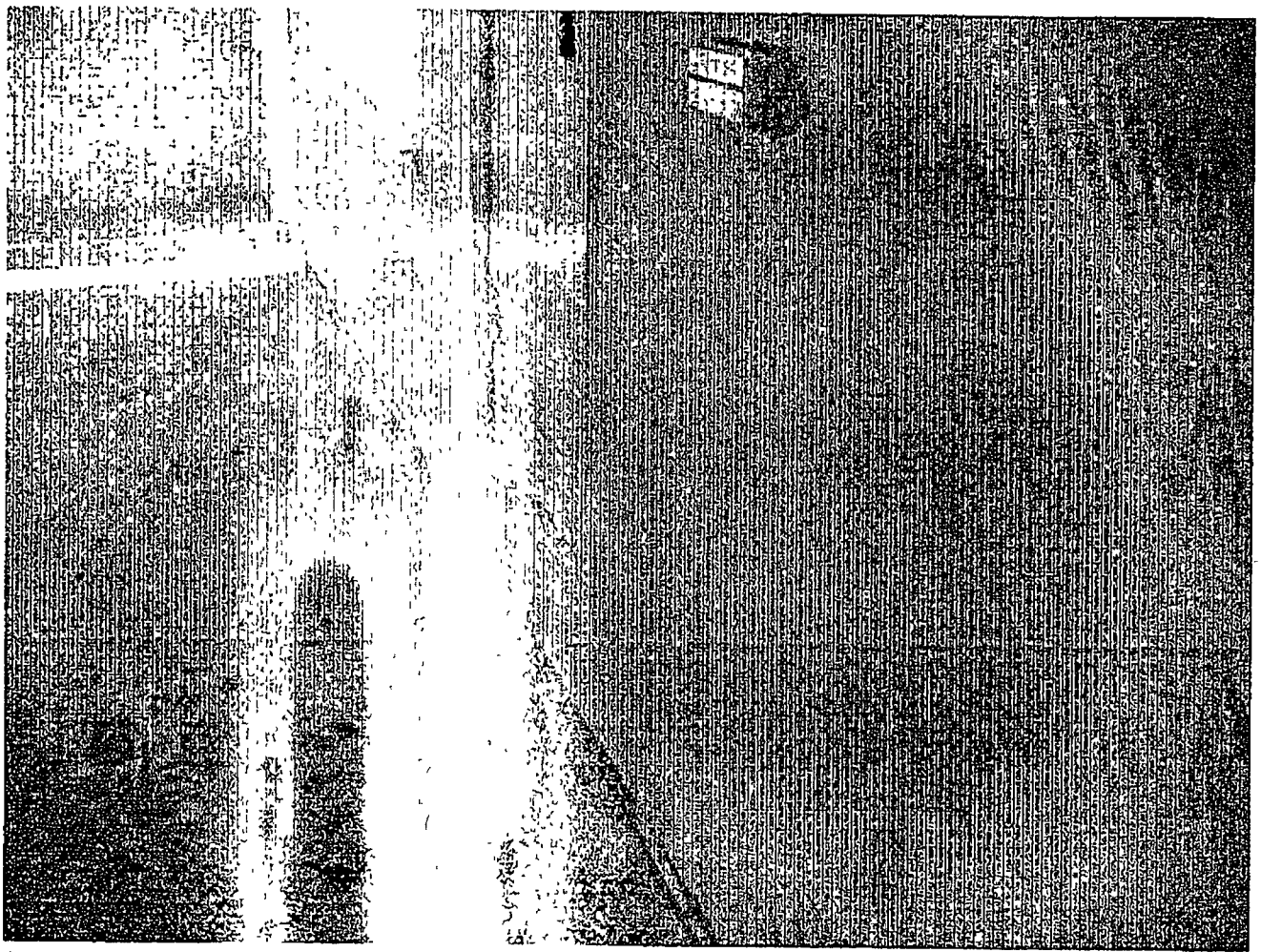
Joe Miano
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3 THORNLEY-3 Date Taken: 12/17/2010 Taken By: Joe Miano

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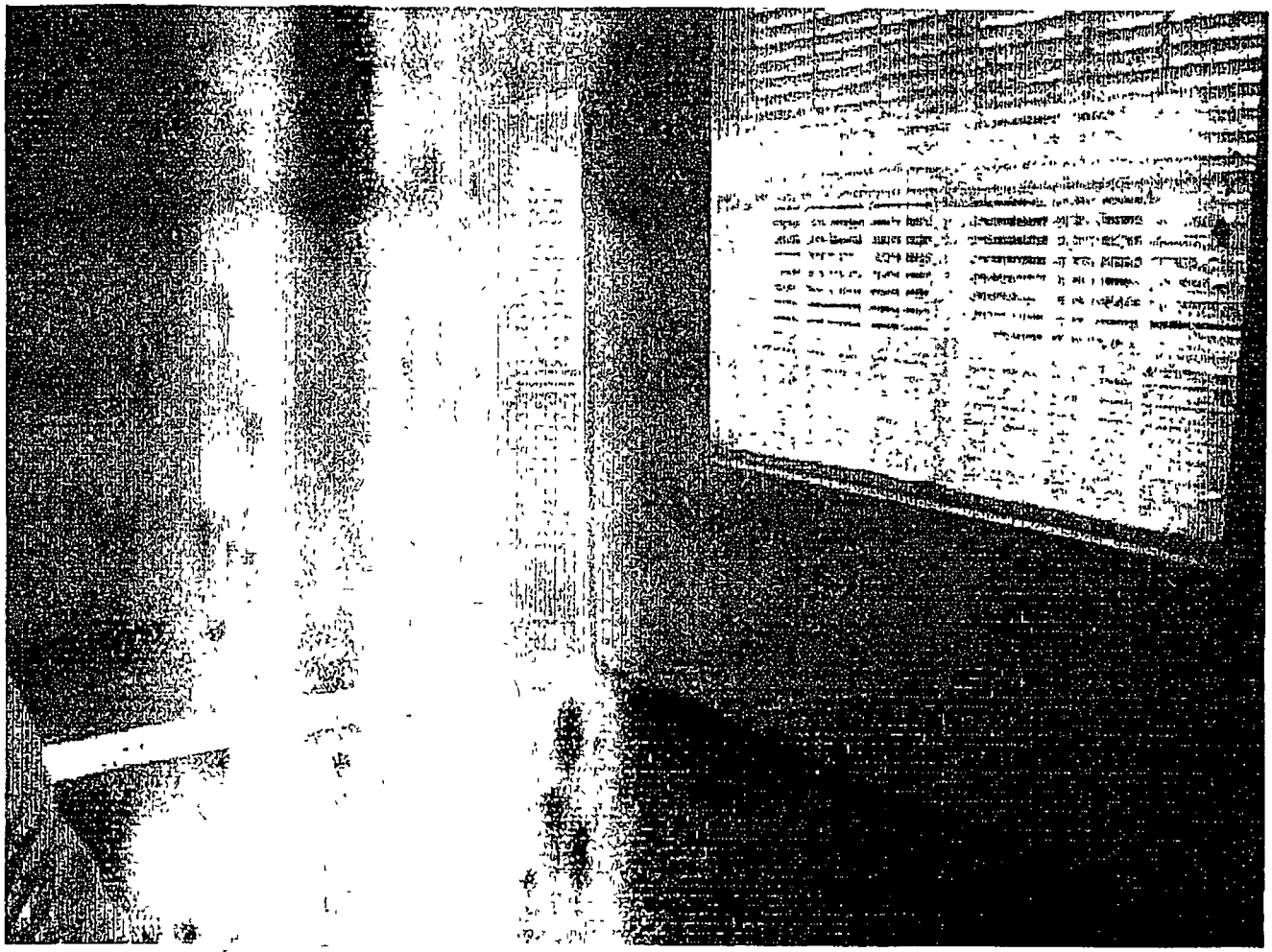


4 THORNLEY-4 Taken 12/17/2010 Taken By. Joe Miano

Nationwide Insurance
Allied Insurance
Nationwide AgriBusiness
Titan Insurance
On Your Side Victoria Insurance

Nationwide Mutual Insurance Company

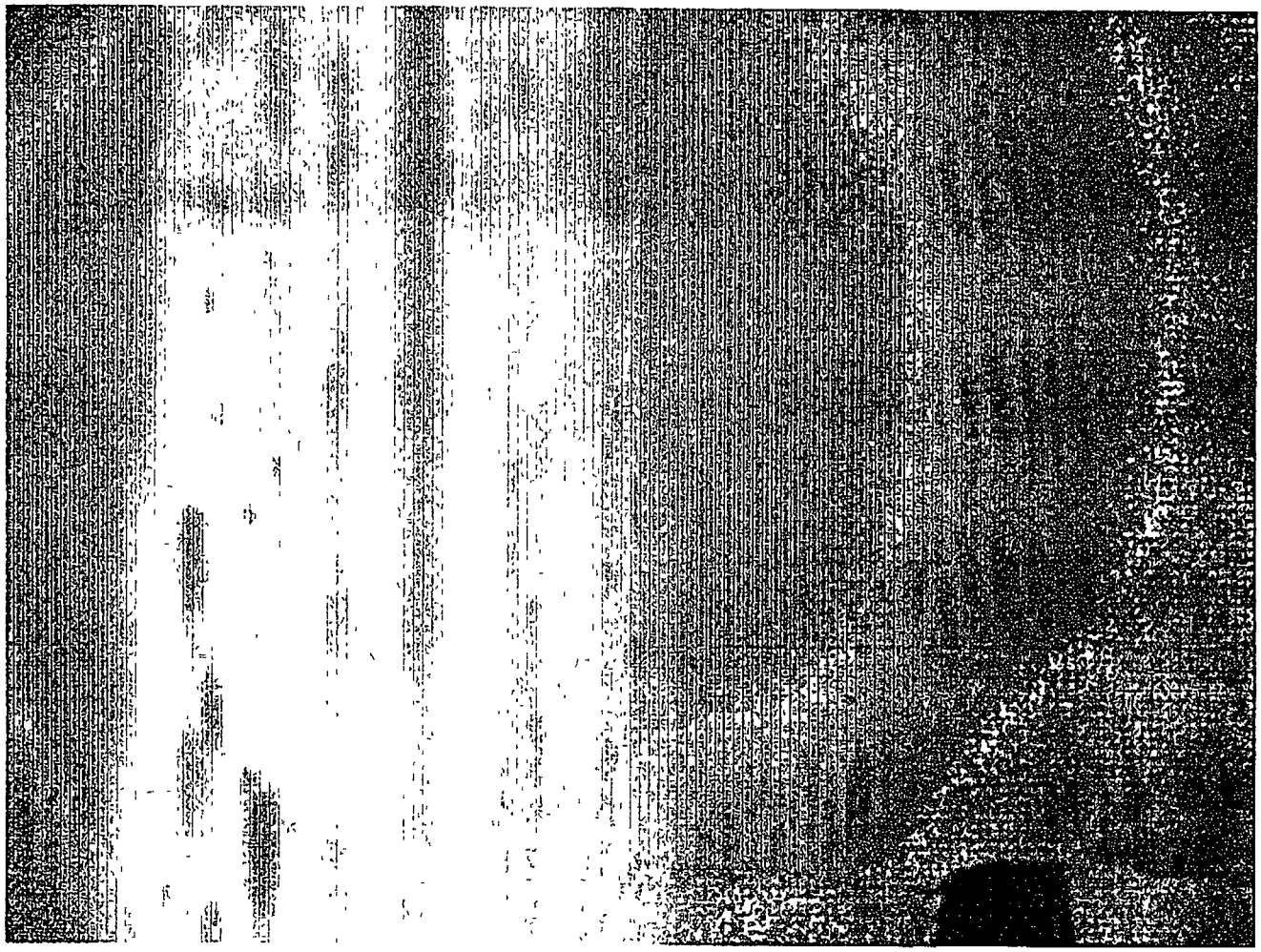
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Cell 843-412-3797 Fax 1-866-563-8956
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5 THORNLEY-5 Taken: 12/17/2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

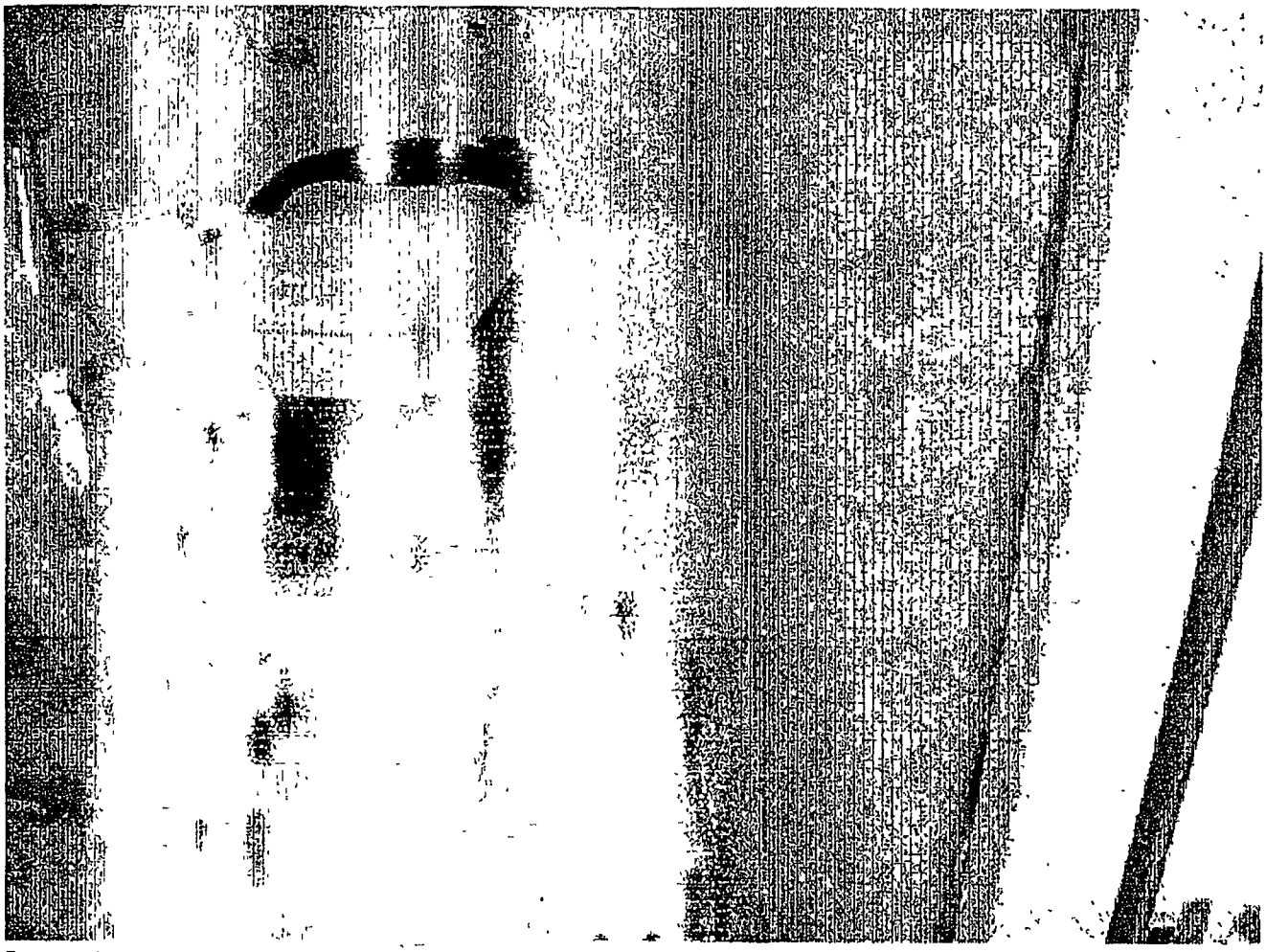
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6 THO LY 7 2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

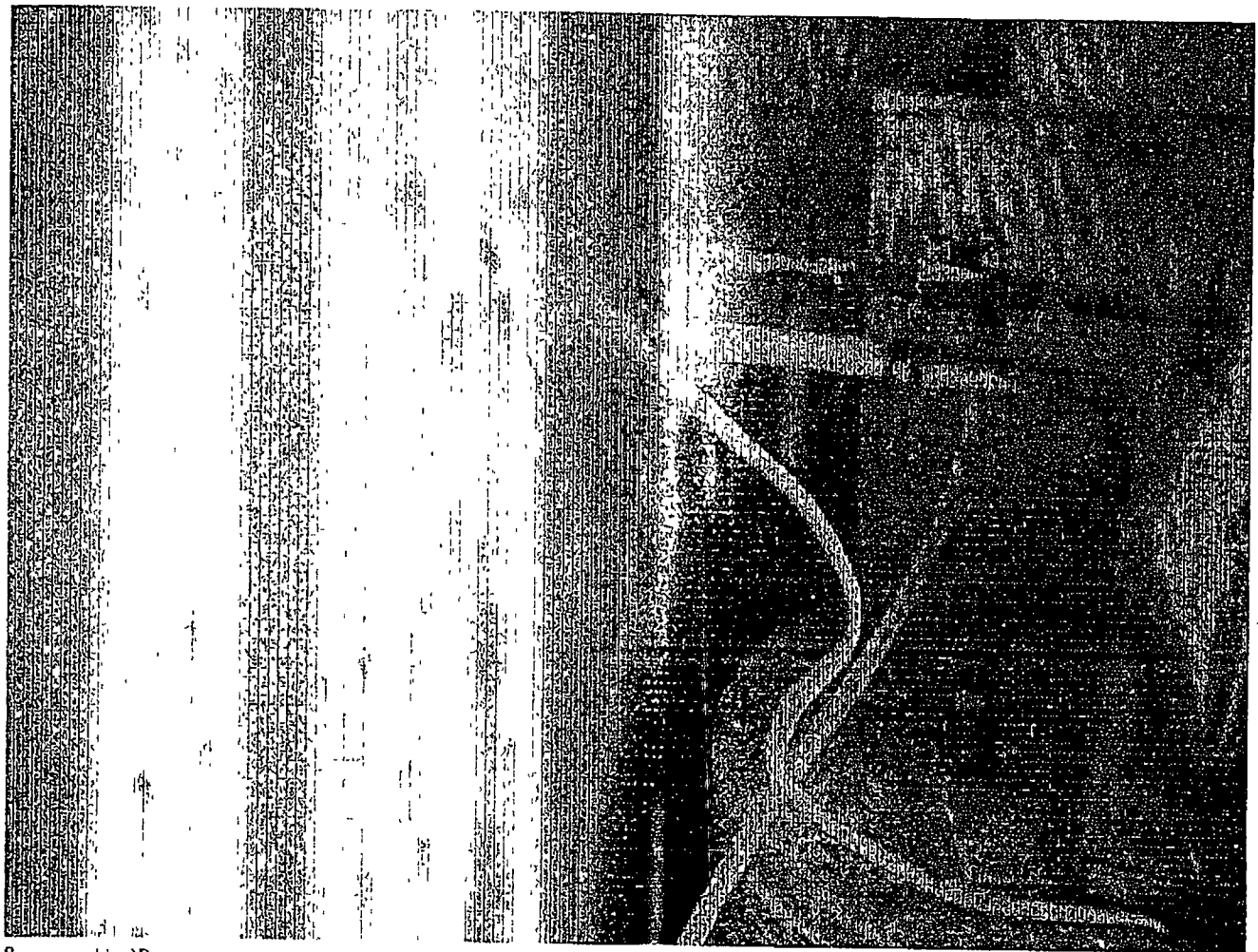
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
miano@nationwide.com



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Nationwide Mutual Insurance Company

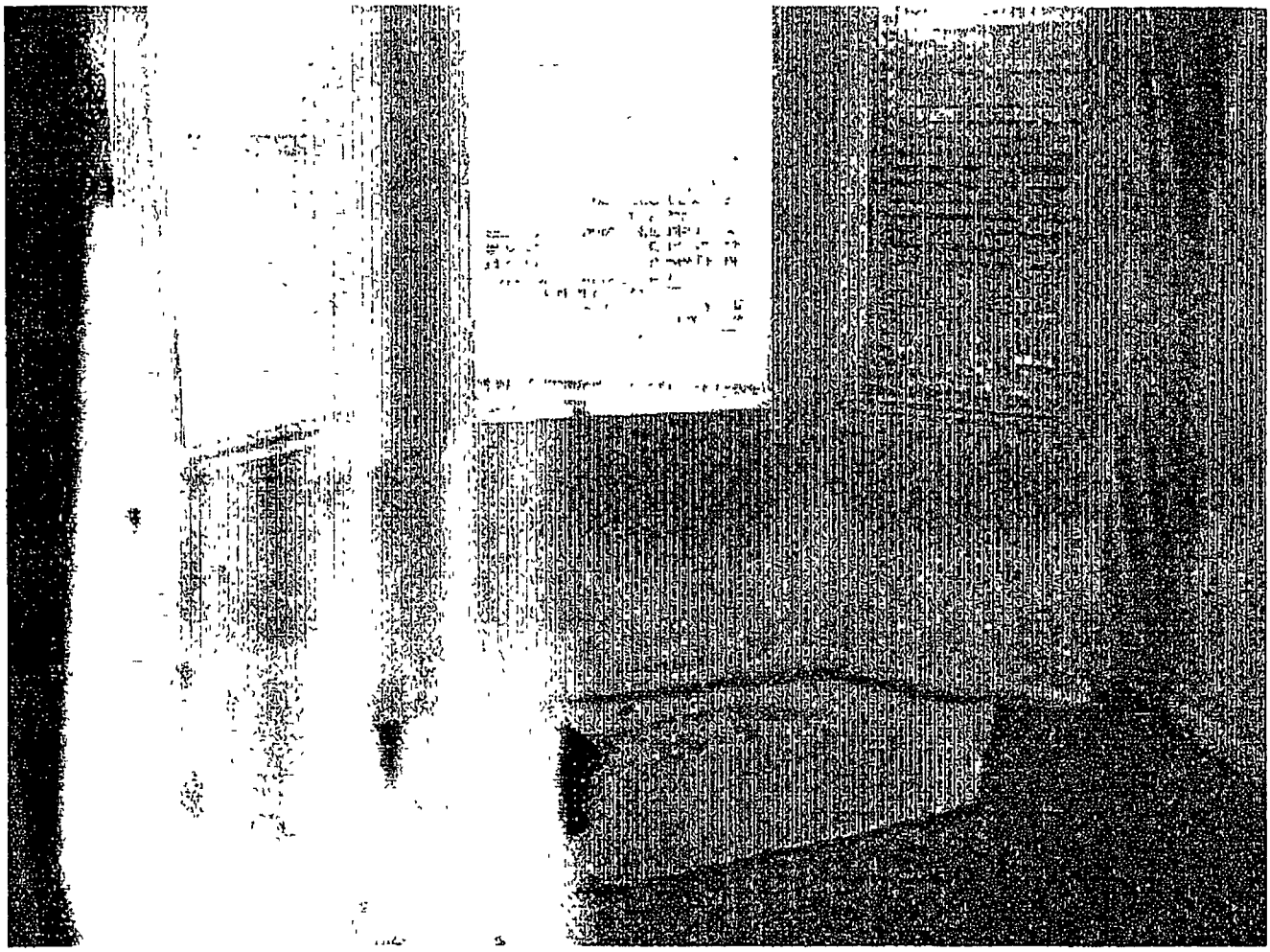
Joe Miano
One Nationwide Gateway Dep 3582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-8(563-8956
miano@nationwide.com



8 11)R ite T...en: 12/17/2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

Joe Miano
C/O Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
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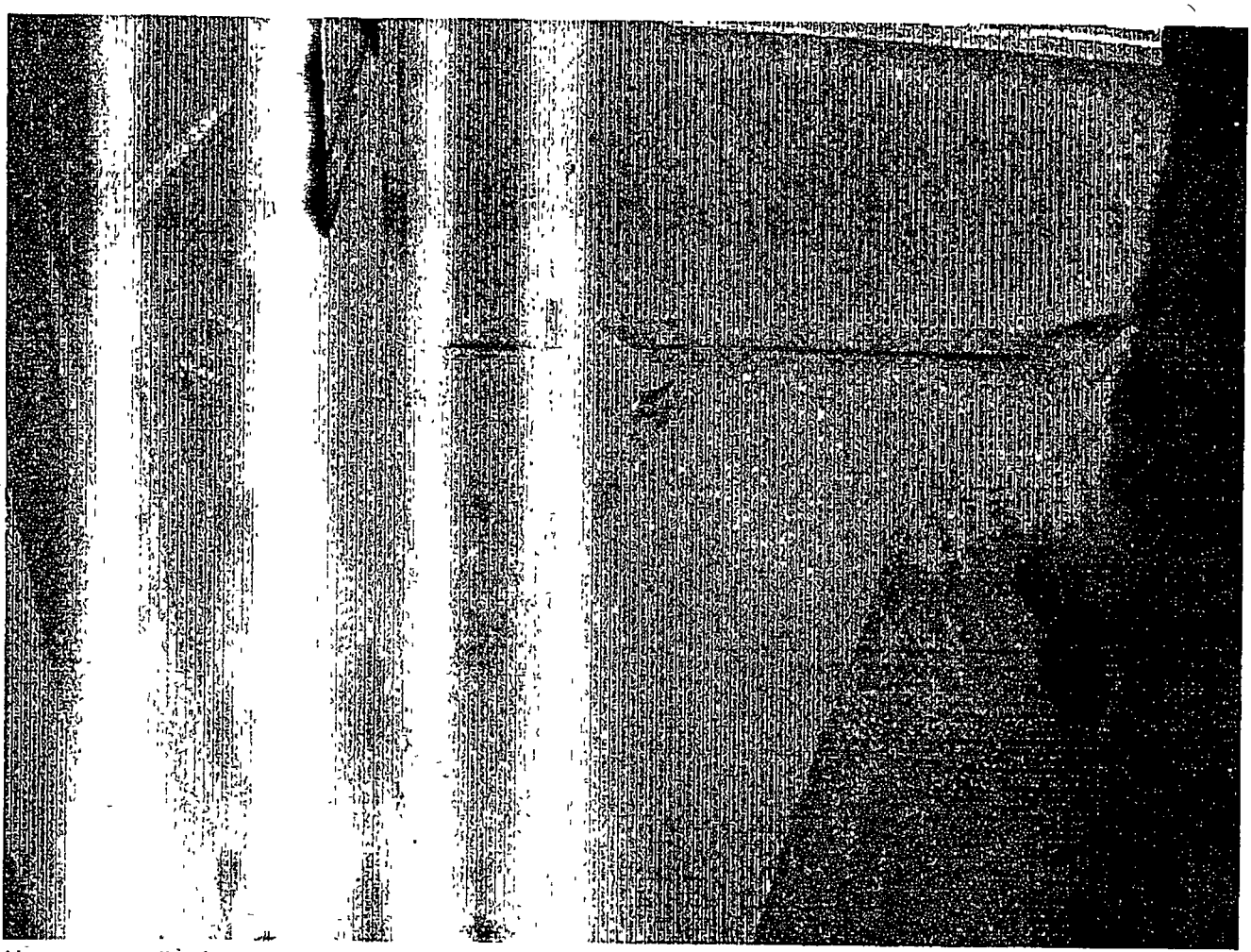
Joe Miano
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Cell 843-412-[illegible]97 Fax 1-8[illegible]-563-8956
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10 [illegible] 10 [illegible]2/17/2010 Taken By Joe Miano

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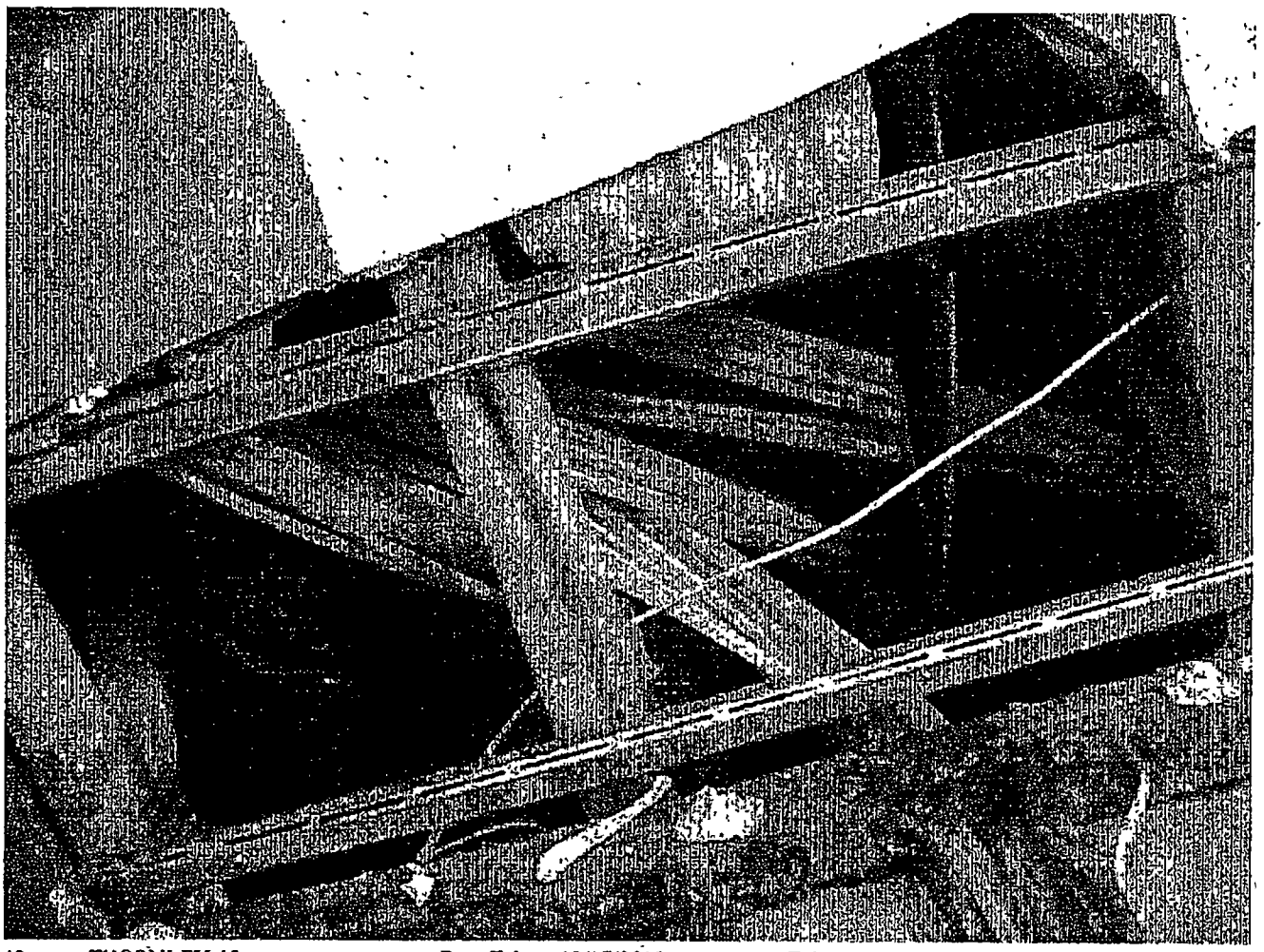
Joe Miano
One Nationwide Gateway Dr, 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-[illegible]-563-8956
joemioj@nationwide.com



12 Y-12 [illegible]010 Taken By Joe Miano

Nationwide Mutual Insurance Company

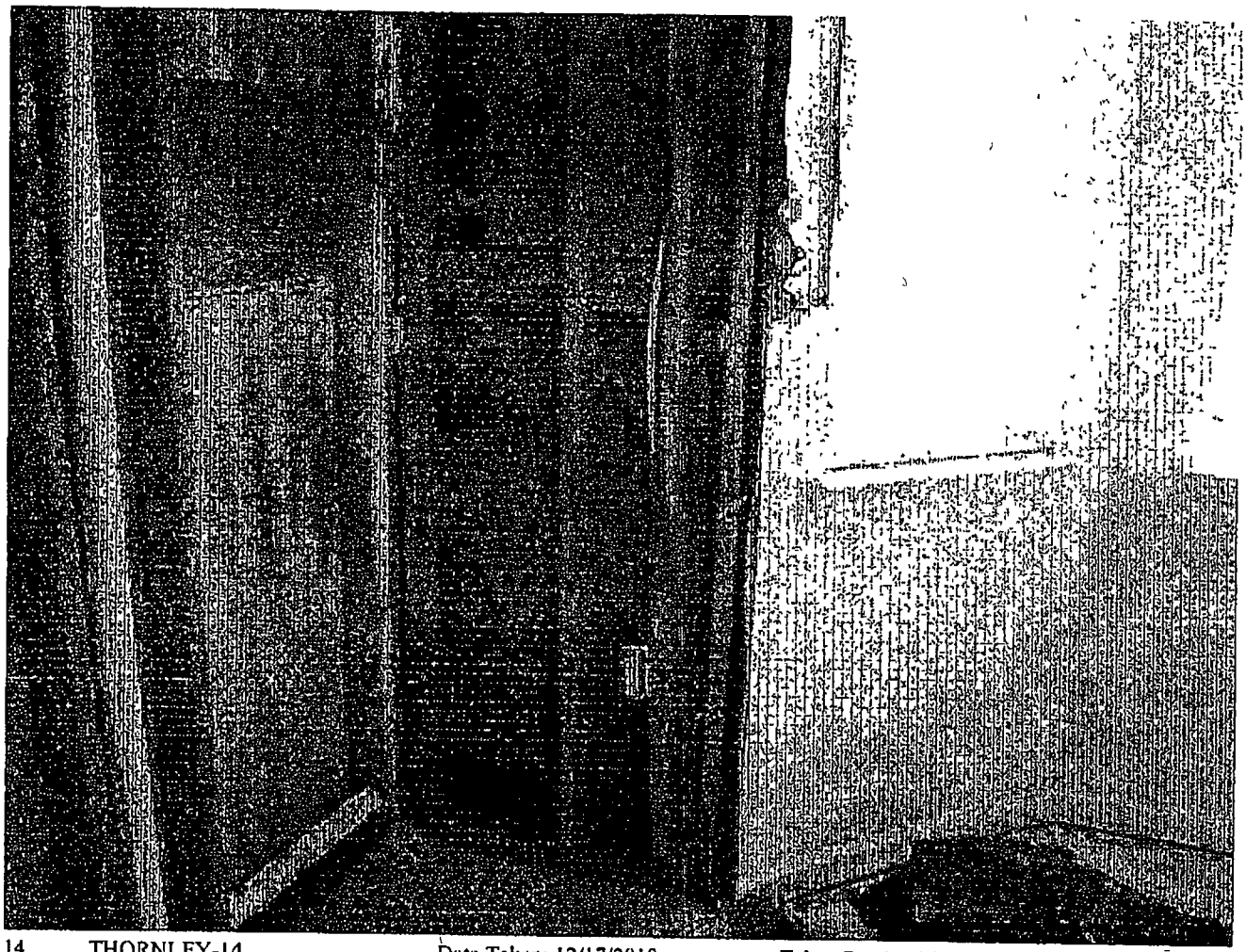
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



13 THORNLEY-13 Date Taken: 12/17/2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

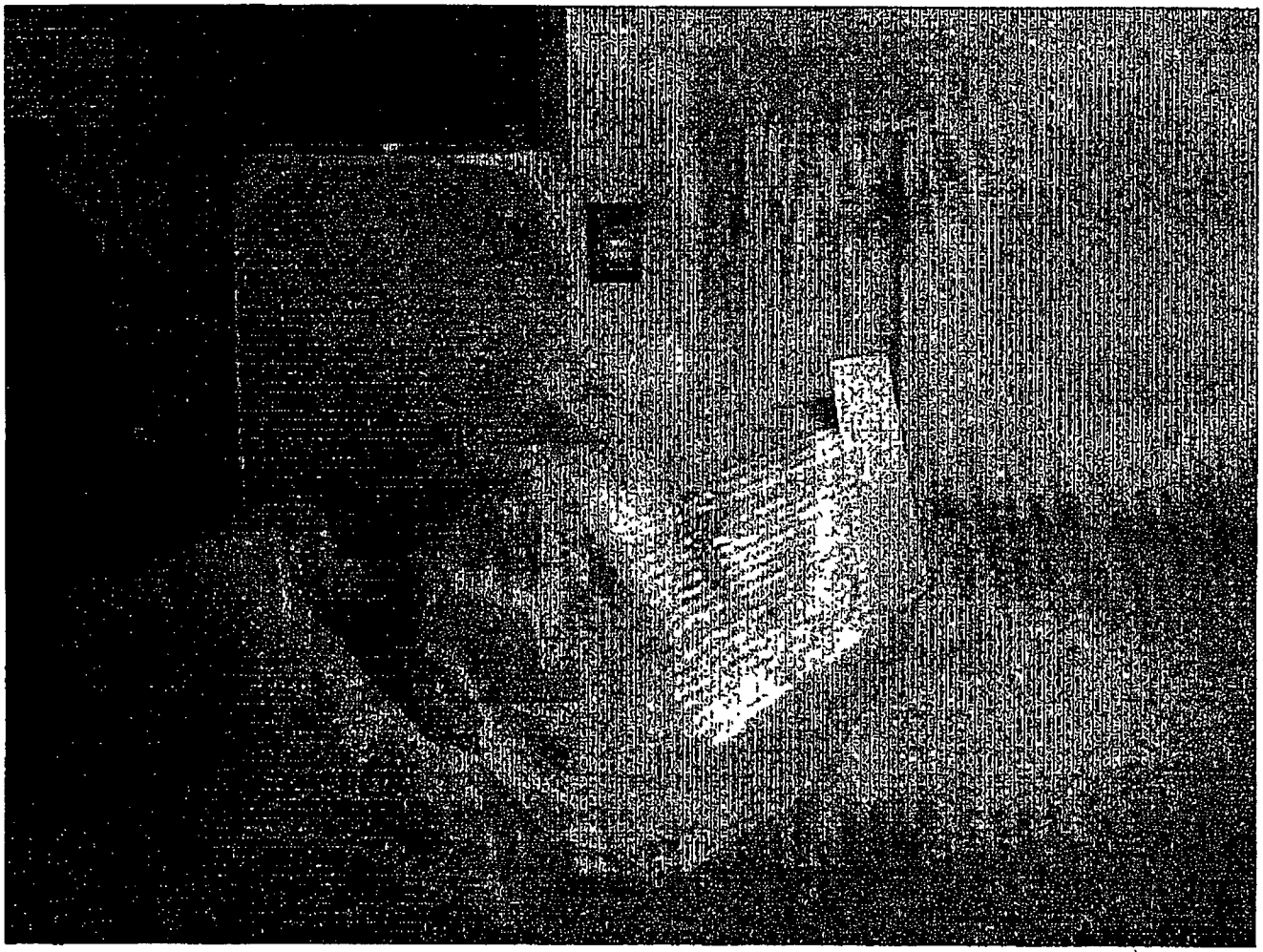
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



14 THORNLEY-14 Date Taken: 12/17/2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

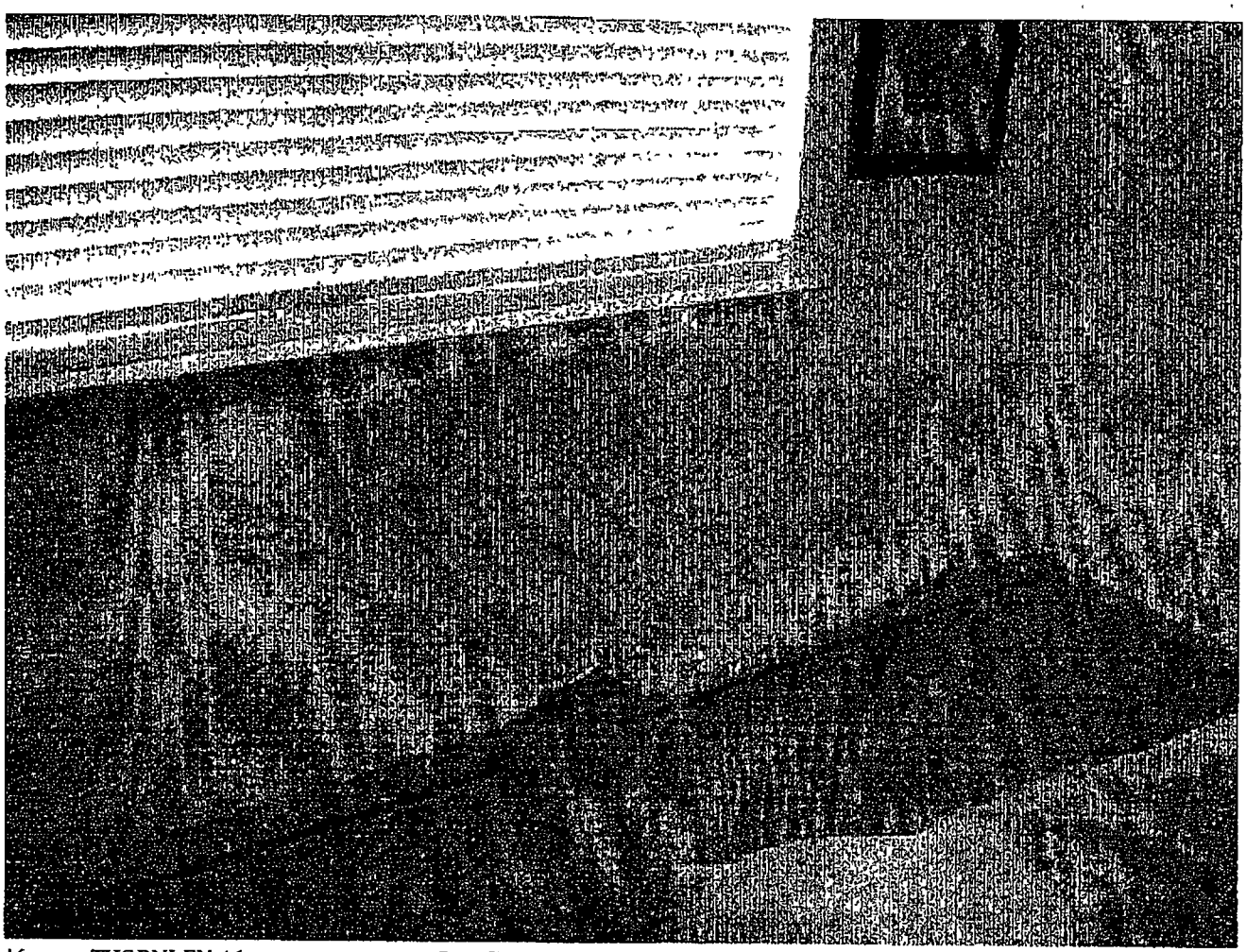
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



15 THORNLEY-15 Date Taken: 12/17/2010 Taken By Joe Miano

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



16 THORNLEY-16 Date Taken: 12/17/2010 Taken By: Joe Miano

Nationwide Insurance
Allied Insurance
Nationwide Agribusiness
Titan Insurance
Victoria Insurance
On Your Side

Nationwide Mutual Insurance Company

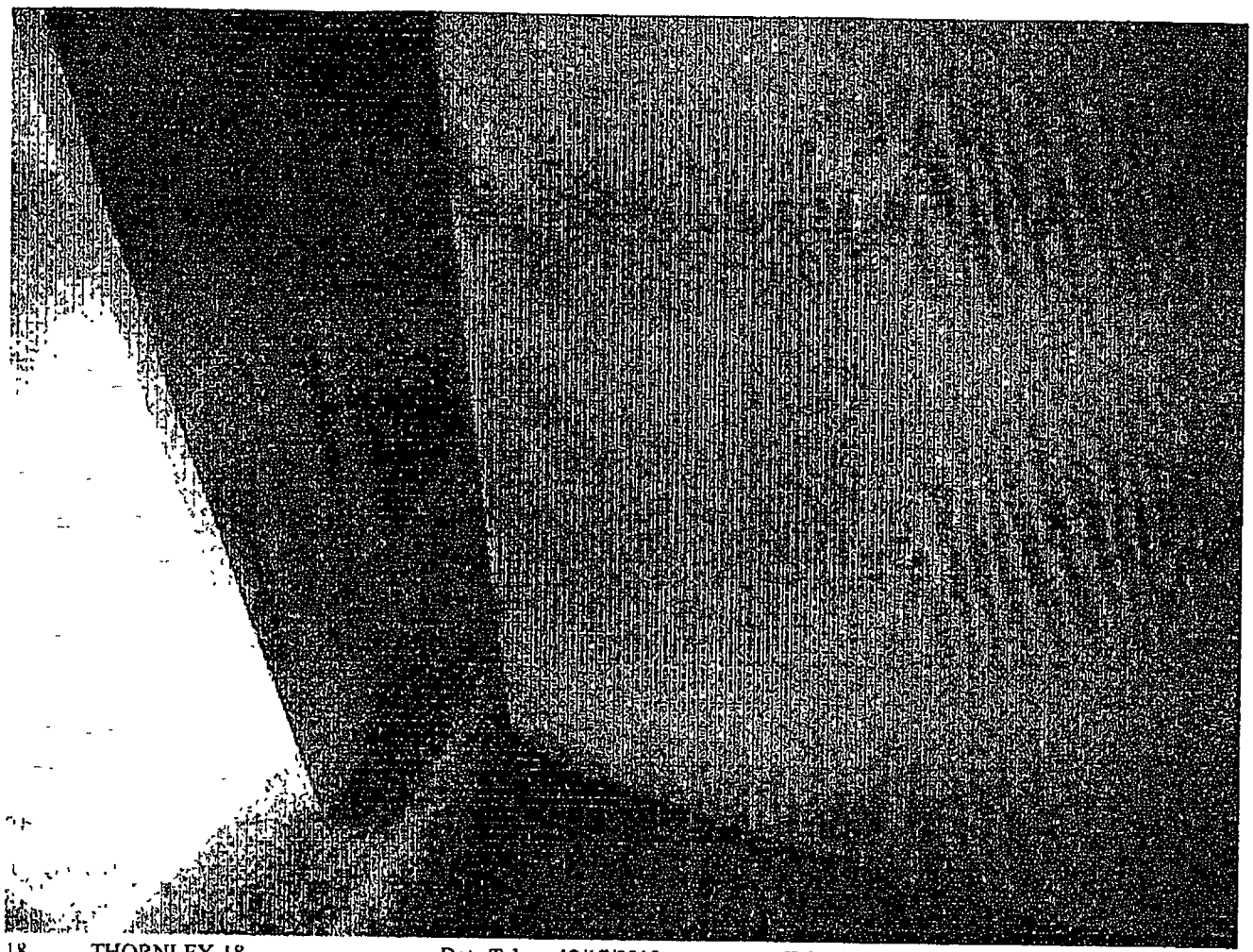
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



17 THORNLEY-17 Date Taken 12/17/2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

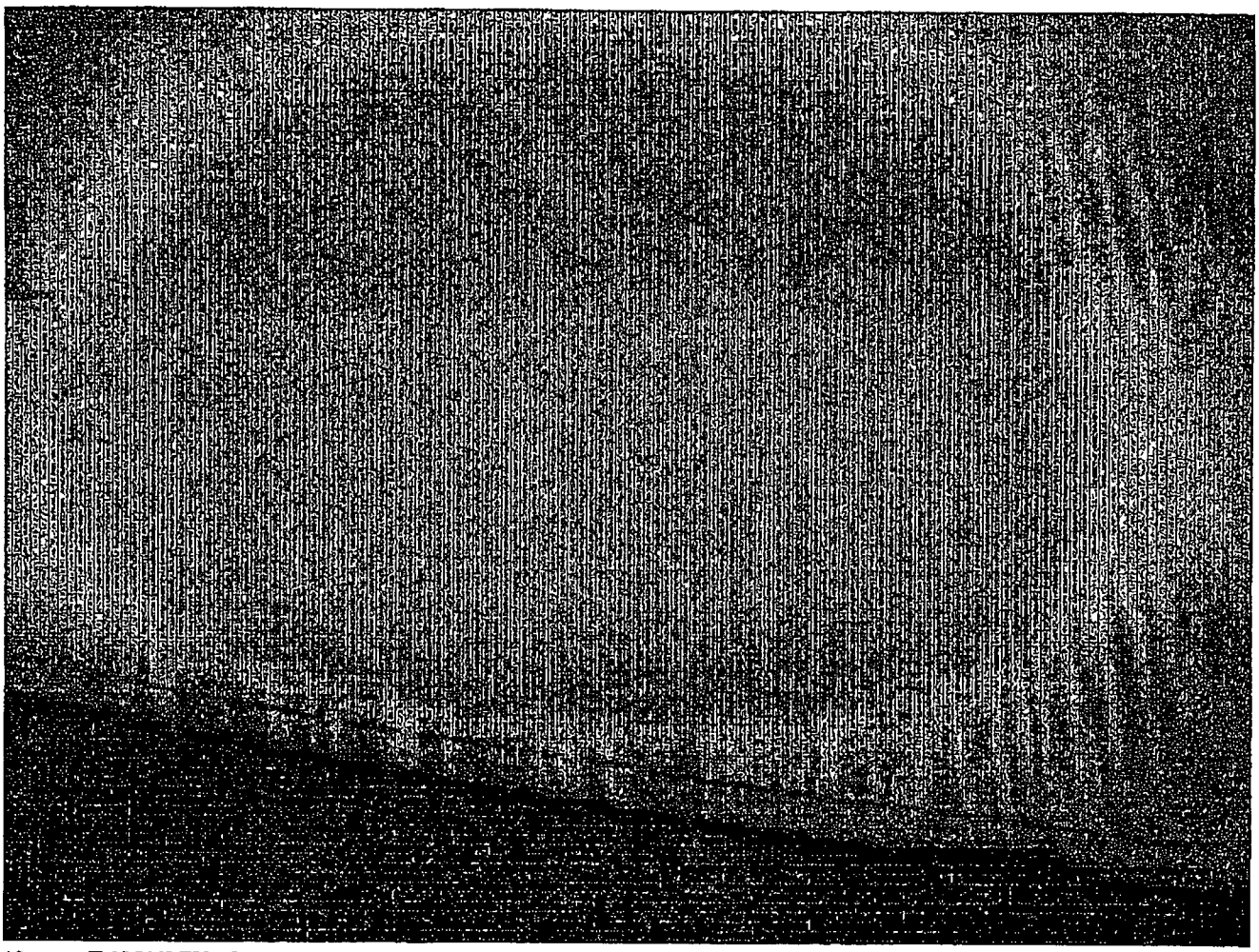
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



18 THORNLEY-18 Date Taken 12/17/2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

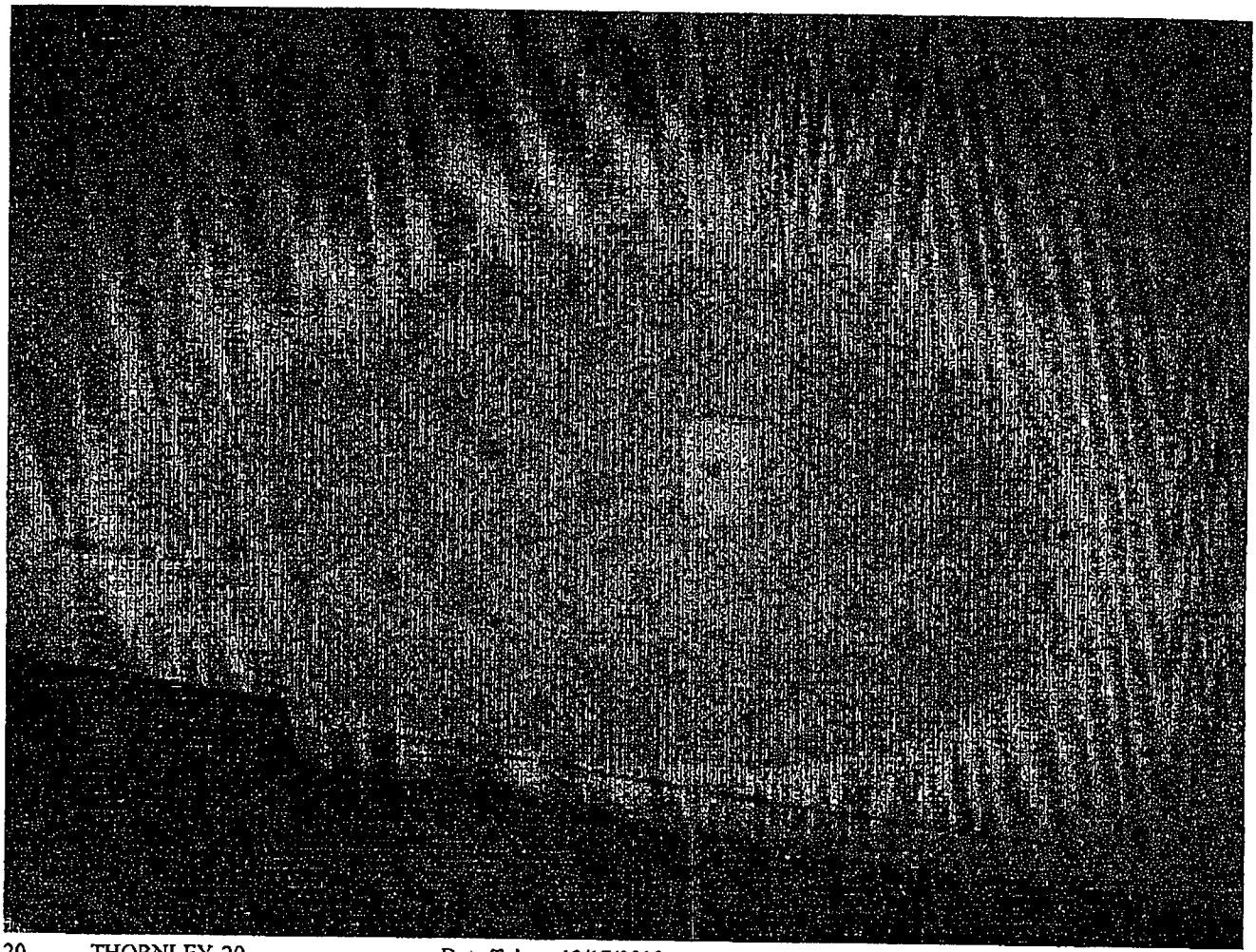
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



19 THORNLEY-19 Date Taken: 12/17/2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

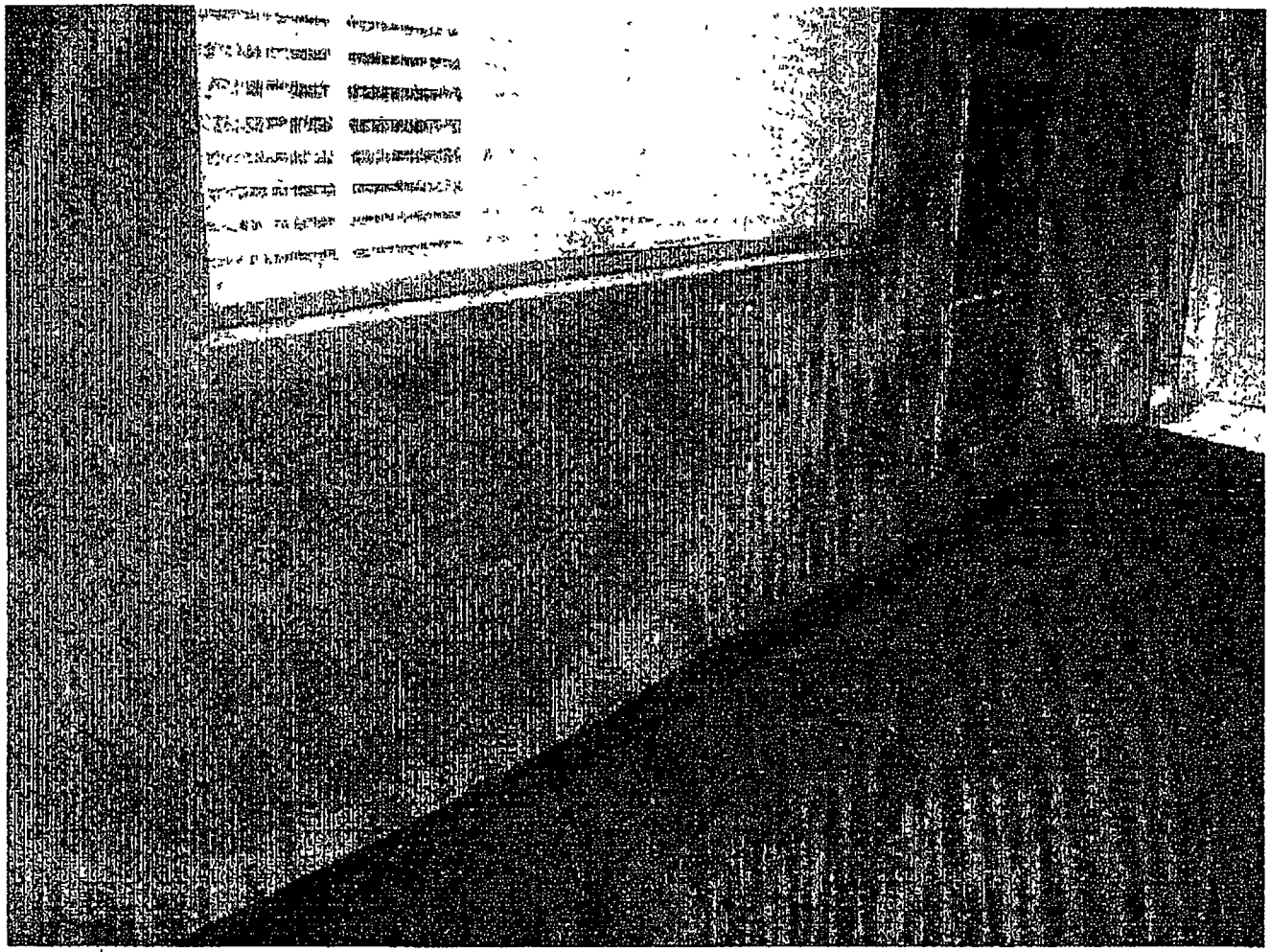
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



20 THORNLEY-20 Date Taken 12/17/2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

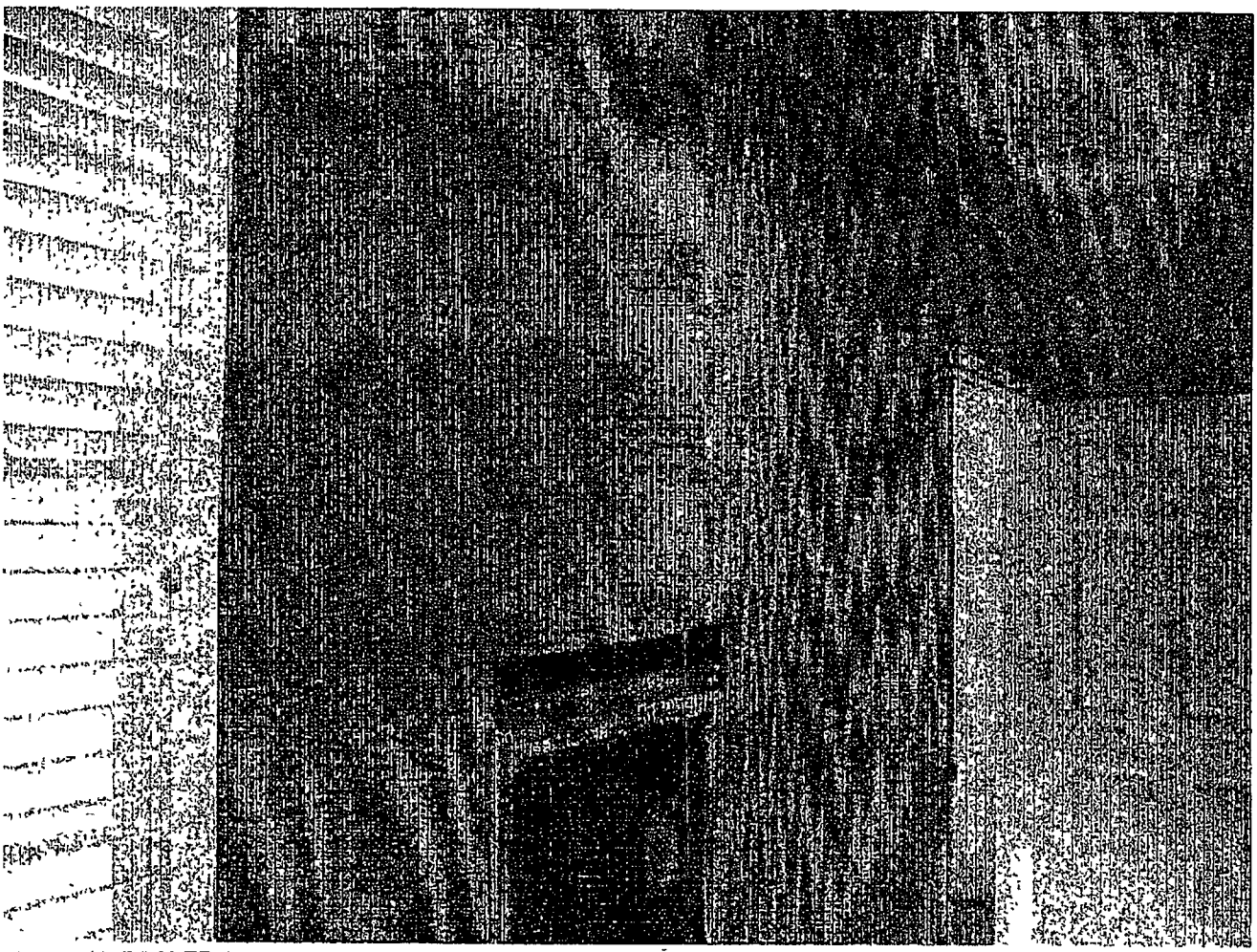
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



21 THORNLEY-21 Date Taken: 12/17/2010 Taken By: Joe Miano

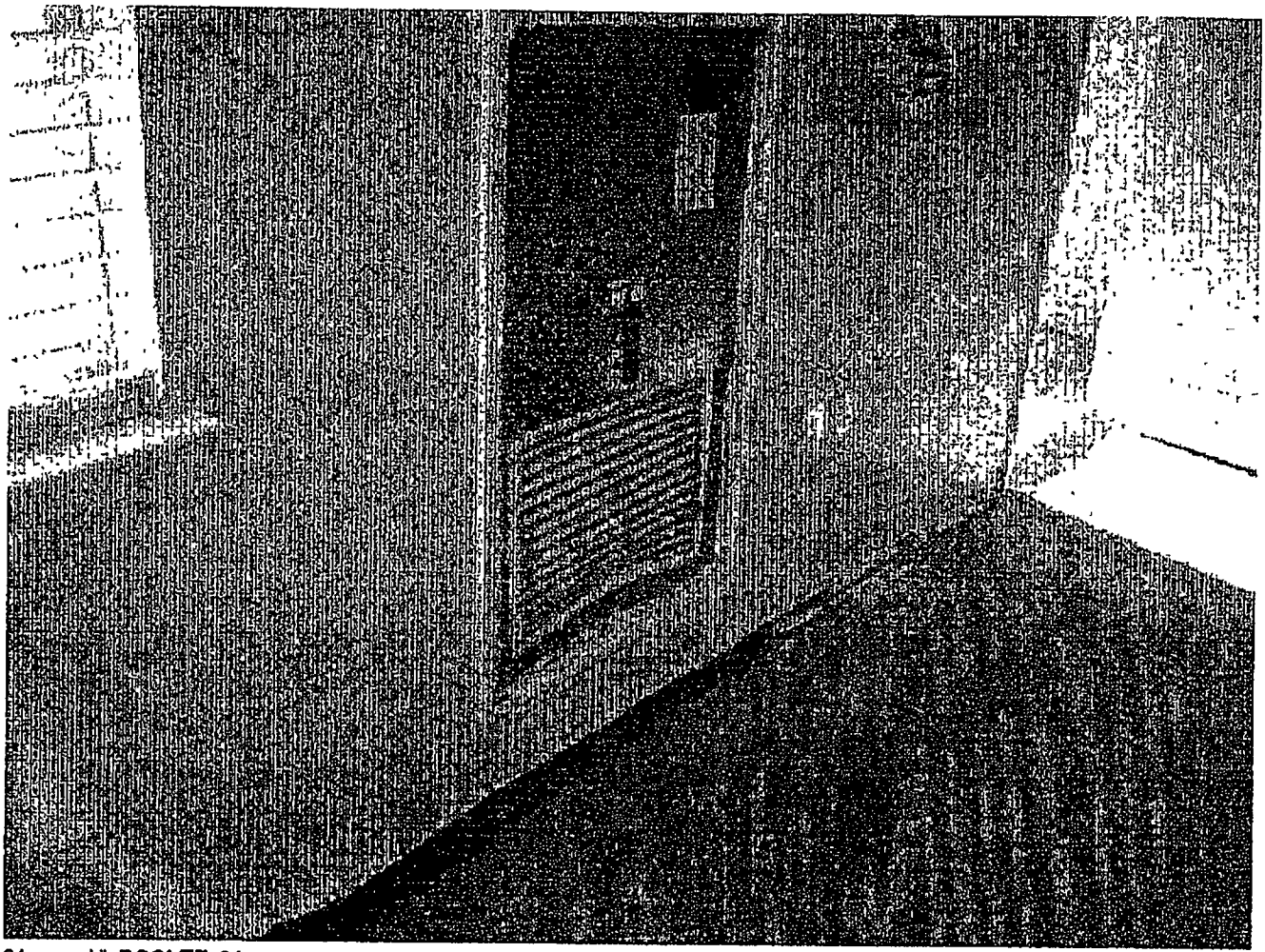
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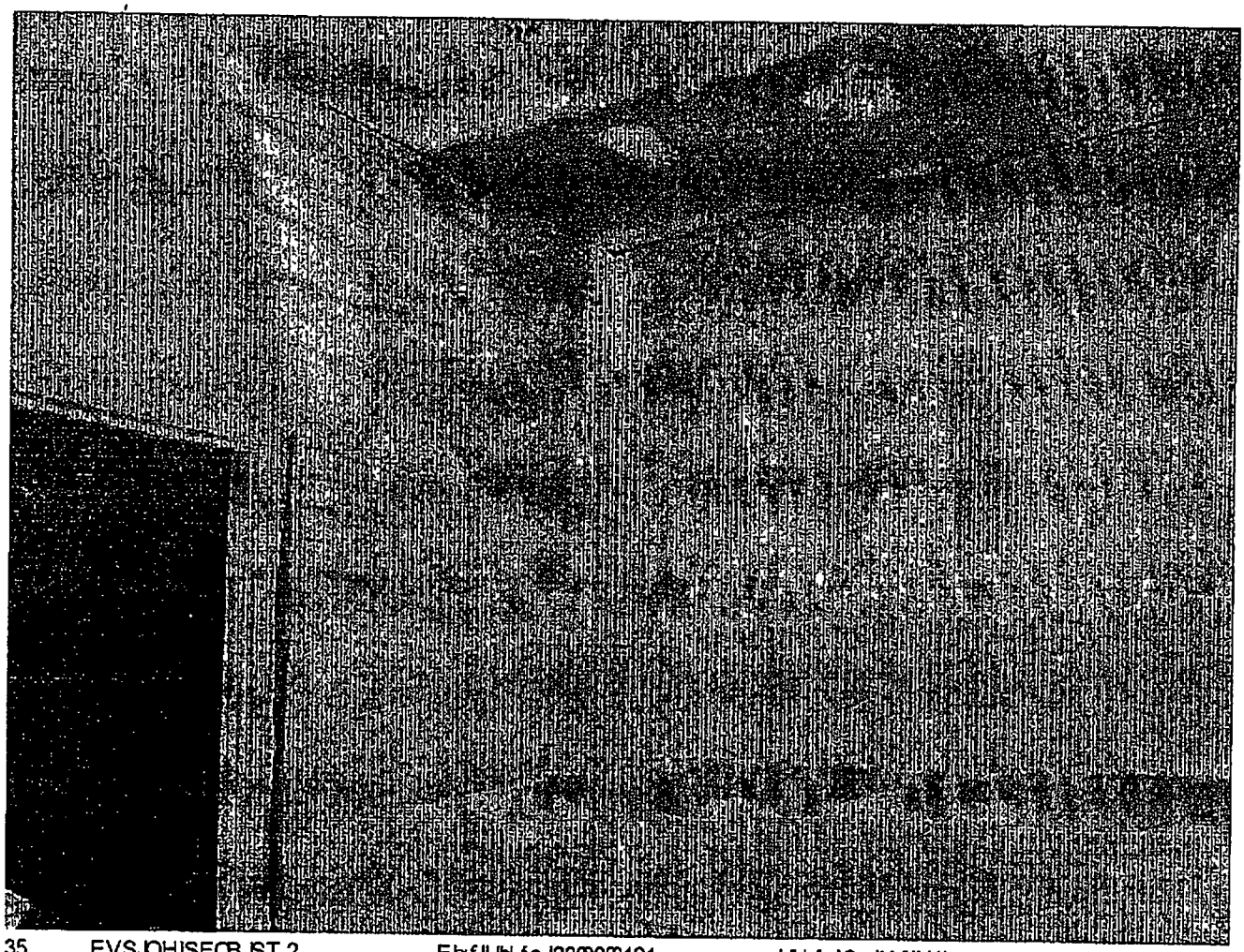
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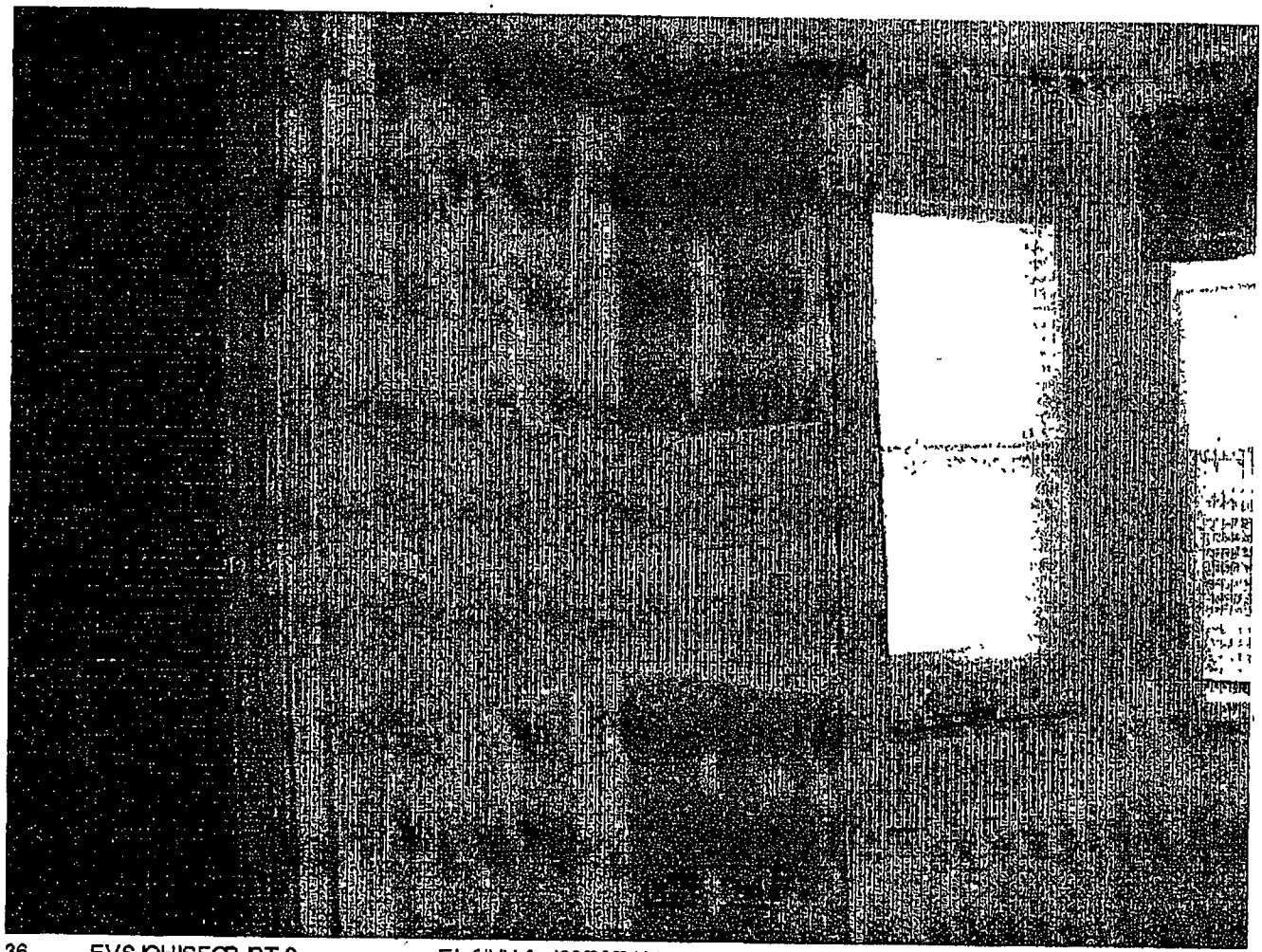
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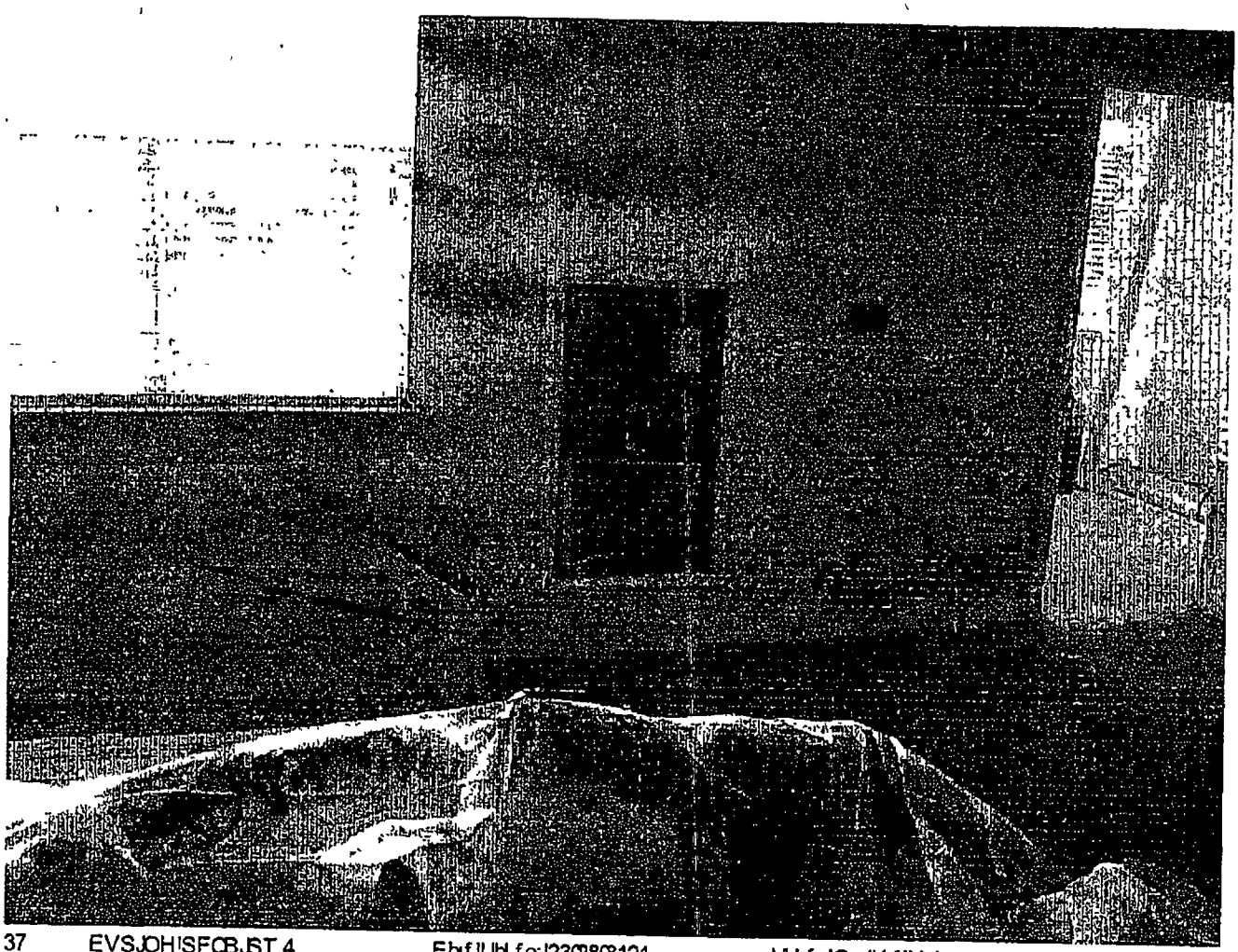
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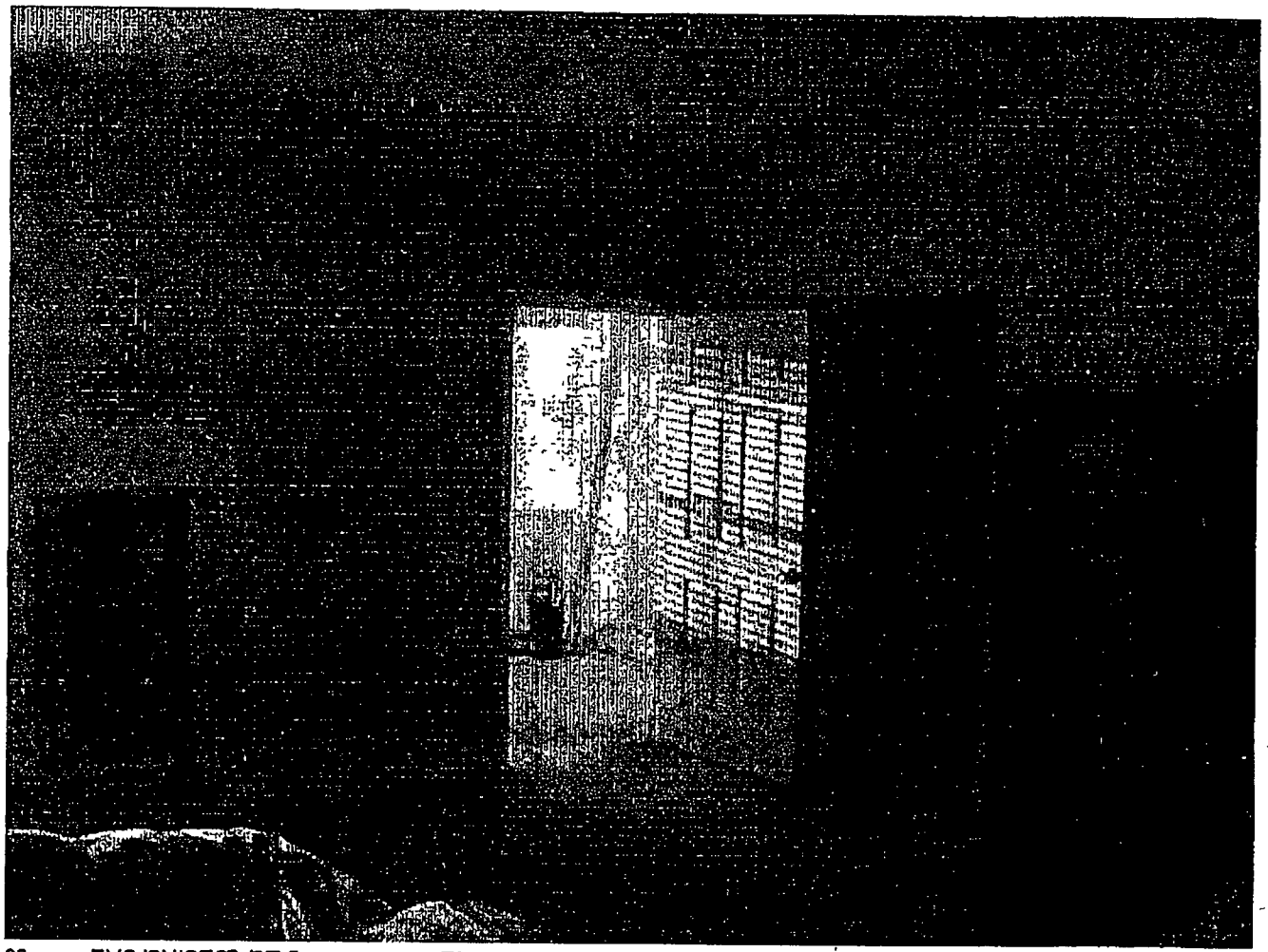
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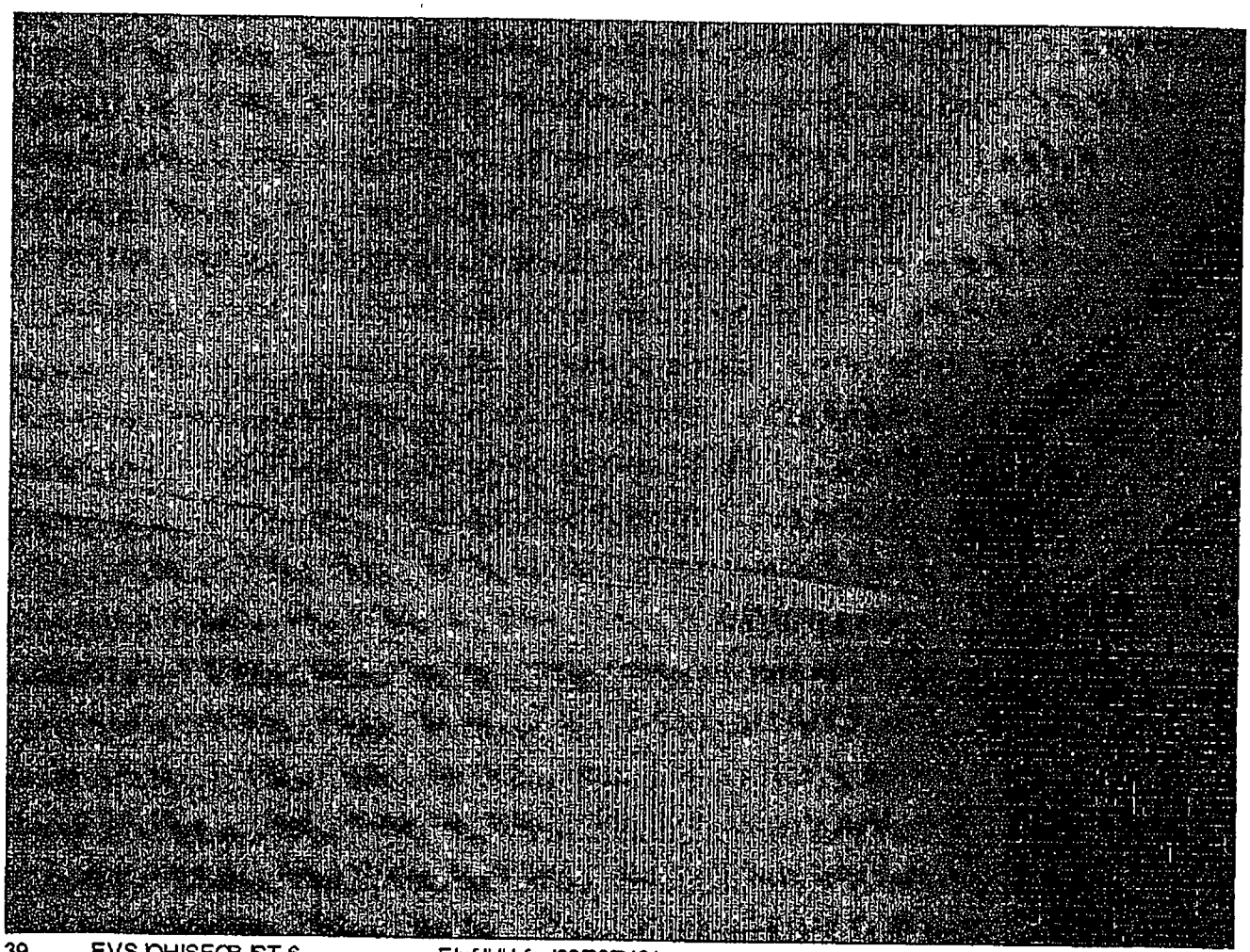
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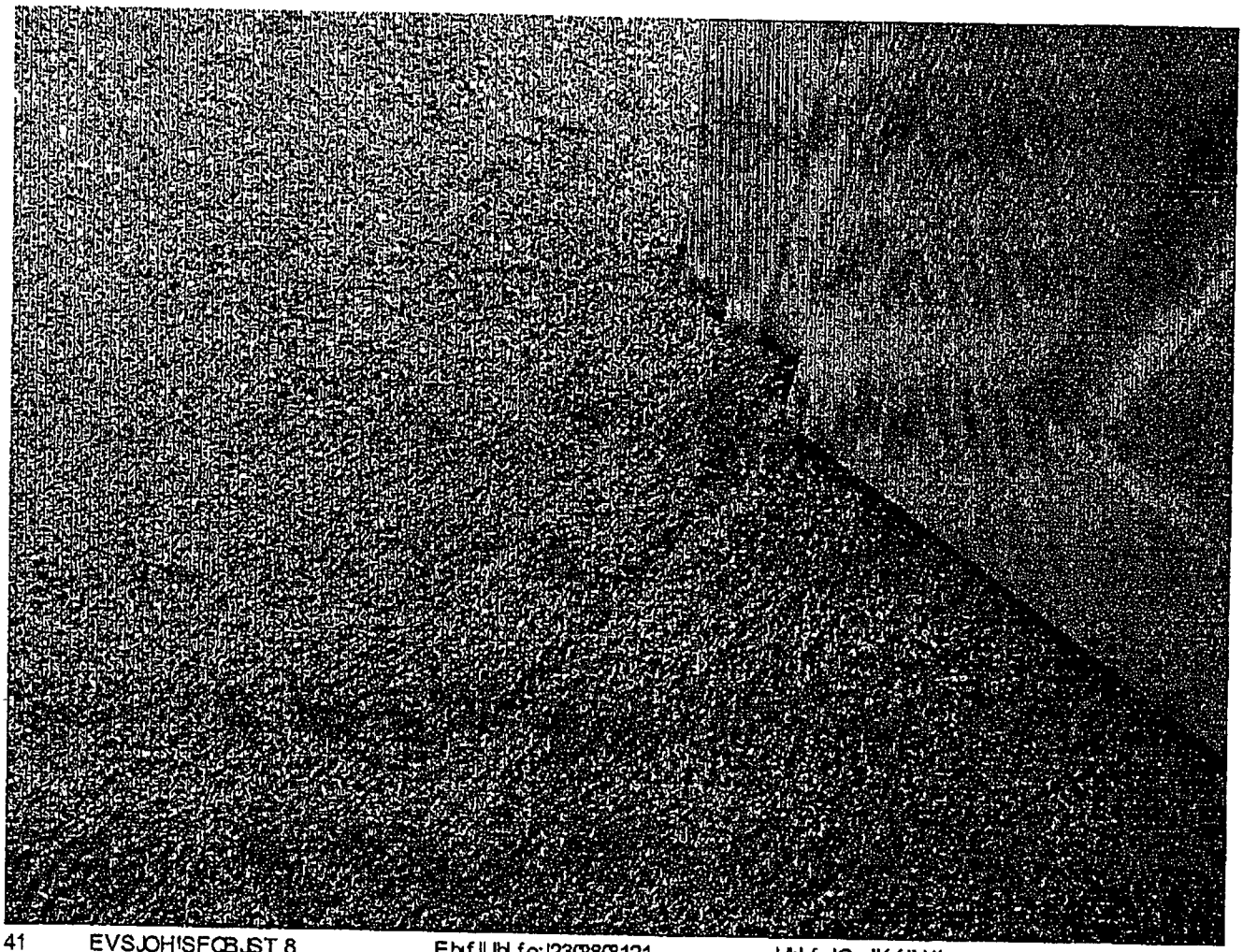
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n jbopkA obypox jef/dpn



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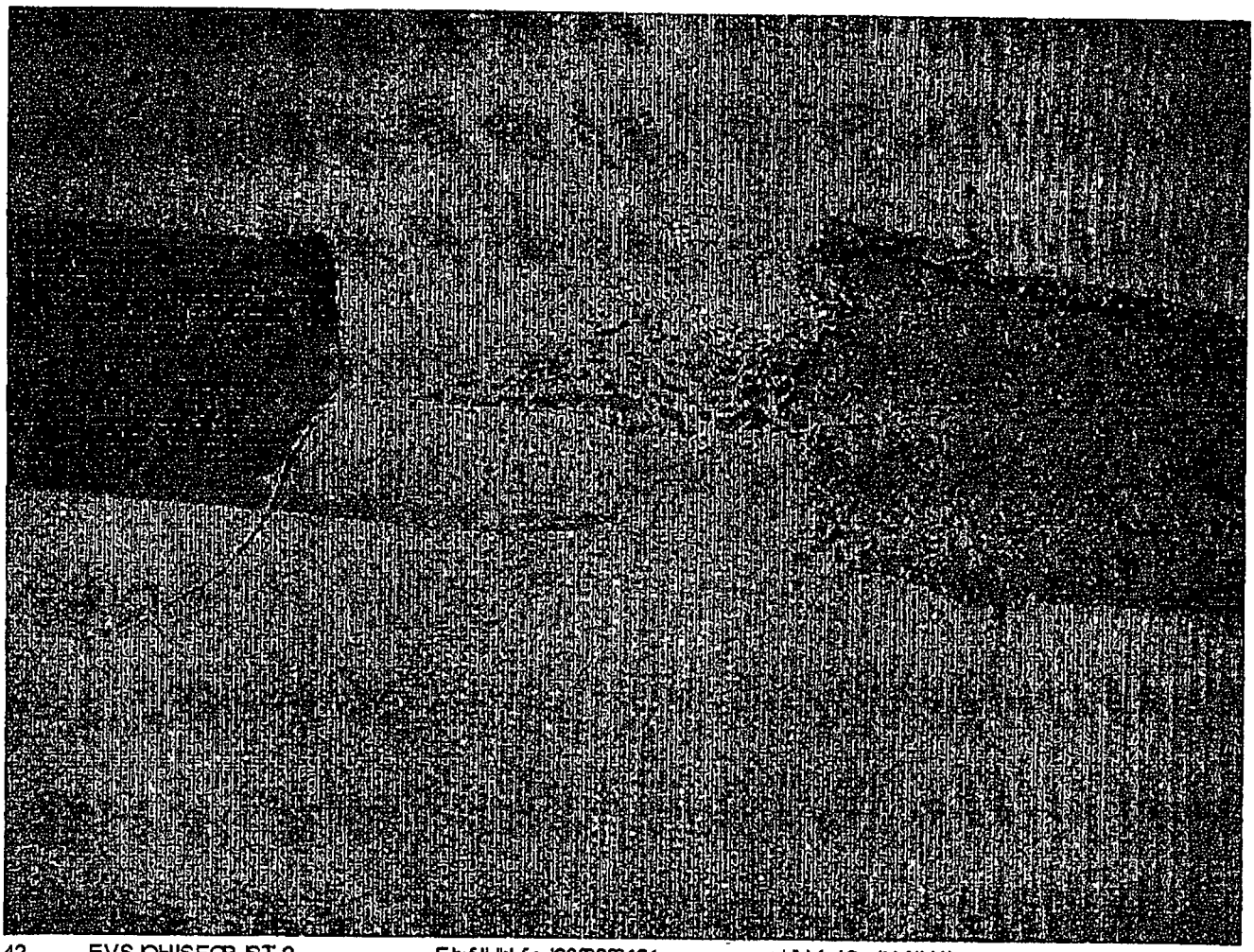
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n jbopkA obypox jef/dpn



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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO: 2013-CP-10-7203
Nationwide Property & Casualty Insurance Company,	)	
Plaintiff,	)	
vs.	)	AFFIDAVIT
Gary McCombs and Ragan McCombs Albert,	)	
Defendants.	)	

FILED
2014 JUL 14 AM 11:31
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Personally appeared before me, Gary McCombs, who being first duly sworn, alleges and says:

My daughter, Ragan McCombs Albert, is the owner of a condominium at Cambridge Lakes Horizontal Property Regime, #1531 Cambridge Lakes Drive. In June 2009, I was notified of a leak at her unit that was found to be caused by the hot water heater. I replaced the hot water heater with a brand new one that I purchased from Lowe's. That hot water heater is still in use at the unit today. I am unaware of any problems with the hot water heater and was not aware of any issues with it until I was served with this lawsuit.

Gary McCombs

SWORN to before me
this 11th day of July, 2014

Notary Public for South Carolina
My Commission Expires: 9/5/22

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS
NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY, Plaintiff, vs. GARY MCCOMBS & RAGAN MCCOMBS ALBERT, Defendants.	)	Civil Action No. 2013-CP-10-7203 **AFFIDAVIT OF RAGAN MCCOMBS ALBERT**

FILED
2014 JUL 22 PM 3:48
JULIE J. ARMSTRONG
CLERK OF COURT

PERSONALLY APPEARED BEFORE ME the undersigned who, after being duly sworn, deposes and states as follows:

1. My name is Ragan McCombs Albert, and I am the owner of a condominium at Cambridge Lakes Horizontal Property Regime, #1531 Cambridge Lakes Drive ("the condominium unit"). I was the owner of the condominium unit during the time period relevant to this lawsuit. My date of birth is August 29, 1979, and I reside in Charlotte, North Carolina.

2. In June of 2009, I was notified of a leak in the condominium unit that was found to be caused by the hot water heater. My father, Gary McCombs, replaced the hot water heater with a brand new one that we purchased from Lowe's. That hot water heater is still in use at the unit today. I am unaware of any problems with the hot water heater and was not aware of any alleged issues with it until I was served with this lawsuit.

FURTHER, THE DEPONENT SAYETH NAUGHT.

[SIGNATURE ON NEXT PAGE]

Ragan McCombs Albert

SWORN TO and subscribed before me

this 15 day of July, 2014

Notary Public of the state of NC.

My Commission Expires: 11/7/14

mgc | INSURANCE DEFENSE

Reply To
ROBERT R. SANSBURY, III
Direct Dial: (843) 576-2919
robert.sansbury@mgclaw.com

July 21, 2014

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2210

RE: Nationwide Property & Casualty Insurance Company v. Gary McCombs et al.
Civil Action No.: 2013-CP-10-7203 (Charleston)
Date of Incident: December 17, 2010
Carrier Claim No.: U7V3528
MGC File No.: 20527.14072

Dear Ms. Armstrong:

Please find enclosed for filing the original and one (1) copy of Affidavit of Ragan McCombs Albert in the above-captioned case. I would appreciate your returning a clocked-in copy of the same to me in the envelope provided.

By copy of this letter, I am serving counsel of record with the above-referenced Affidavit of Ragan McCombs Albert.

Thanking you in advance for your assistance, I am

Very truly yours,

Robert R. Sansbury, III

RRS/ses
Enclosures
cc: (w/encl; via email only)
Trace M. Dillon, Esquire
Andrew S. Halio, Esquire

STATE OF SOUTH CAROLINA COUNTY OF Charleston	) IN THE COURT OF COMMON PLEAS) COURT
NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY PLAINTIFF, vs. GARY MCCOMBS RAGAN MCCOMBS ALBERT DEFENDANT(s).	) Case No.: 2013CP107203 **RESPONSE TO INTERROGATORIES, REQUESTS FOR ADMISSION AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

Comes now Plaintiff, for Plaintiff's Response To Defendant(s)'s First Interrogatories, Request For Production Of Documents And Requests For Admissions state:

OBJECTIONS APPLICABLE TO EACH INTERROGATORY AND REQUEST

1. All Requests are hereby objected to, to the extent such Requests seek to discover information, documentation or tangible evidence protected from disclosure by the attorney-client privilege, accountant-client privilege, S.C.R. Civ.P. 26 and/or the work product immunity which will not be divulged or produced ("protected material").
2. All Requests are hereby objected to, to the extent such Requests seek to discover information, documentation or

tangible evidence protected from disclosure by reason that such are overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence ("non-discoverable material").

3. All Requests are hereby objected to, to the extent such Requests seek to impose duties in responding to the Requests greater than those required by the Statute or Superior Court Rules ("non-required material").

INTERROGATORIES

1. Give the names and addresses of persons known to the party or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE: As Plaintiff has not yet specifically identified all witnesses, Plaintiff will update this response, prior to trial, in accordance with the applicable rules of Court. At this time, Plaintiff plans to call the following witness:

Katie Crookshank
Claims Specialist- Subrogation
Nationwide
515-508-2731
crookskl@nationwide.com

Plaintiff may also call the Plaintiff's Insured in this case.

Alison Thornley
1209 Bridgeport Drive
Mount Pleasant, SC 29466
843-270-3327

Plaintiff reserves the right to amend this response, as permitted and required by the South Carolina Rules of Civil Procedure if it plans to call further witnesses.

2. For each person known to the party or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.
RESPONSE: There are no recorded statements of the witness. The witnesses will testify to the facts of the case to which they have personal knowledge. This may include the status of the claim with Plaintiff, the damage to the Plaintiff's insured's property, and other related information.

3. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.
RESPONSE: Plaintiff objects to this request as it is not reasonably limited in scope or time and therefore vague and

unduly burdensome. Without waiving that objection and subject thereto, Plaintiff has provided the attached documents.

4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.
RESPONSE: Plaintiff objects to this request at it is impermissible under the South Carolina Rules of Civil Procedure. Without waiving that objection and subject thereto, Plaintiff has provided the attached documents.

5. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of this case. For each expert, set forth the opinions to be offered at the trial of this case.
RESPONSE: Plaintiff has not retained the services of an expert witness at this time. Plaintiff reserves the right to amend its witness list prior to trial. As Plaintiff has not yet specifically identified all witnesses, Plaintiff will update this response, prior to trial, in accordance with the applicable rules of court.

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Any and all photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim of this case.

RESPONSE: Plaintiff objects to this request as it is not reasonably limited in scope or time and therefore vague and unduly burdensome. Without waiving that objection and subject thereto, Plaintiff has provided the attached documents.

2. All statements of possible witnesses, whether written, oral, summarized, or otherwise reproduced in any manner, relating to the incident as set forth in the Amended Complaint.

RESPONSE: There are none at this time.

3. Plaintiff's claim file on this matter.

RESPONSE: Plaintiff objects to providing the entire claim file for this case which is Work Product, and subject to Privilege. Notwithstanding and without waiting said objection, Plaintiff directs Defendant to the documents attached, which may include estimates, information pertaining to damage calculations, an affidavit from the insured party (if one exists) and other related documents. An undertaking to produce all non-privileged responsive documents within Plaintiff's possession, custody, or

control does not constitute an admission that such documents exist.

4. Any inspection reports, damage estimates, bills, receipts and proof of payment of the damage claim in this matter.
RESPONSE: Plaintiff objects to this request as it is not reasonably limited in scope or time and therefore vague and unduly burdensome. Without waiving that objection and subject thereto, Plaintiff has provided the attached documents which may include estimates, repair information, information pertaining to damage calculations and other related information. An undertaking to produce all non-privileged responsive documents within Plaintiff's possession, custody, or control does not constitute an admission that such documents exist.

5. Any expert reports or correspondence related to this claim.
RESPONSE: Plaintiff has not retained the services of an expert. Plaintiff reserves the right to amend this response.

6. Any and all other documents or writings of any kind or tangible items of any kind relating to the claim as set forth in the Amended Complaint.

RESPONSE: Plaintiff objects to this response as vague, overly broad, and unduly burdensome. Notwithstanding said objection and subject thereto, Plaintiff refers Defendant to attached documents.

7. Any and all documents and tangible items related to the cause of the damages at issue in this case.

RESPONSE: Plaintiff objects to this response as vague, overly broad, and unduly burdensome. Notwithstanding said objection and subject thereto, Plaintiff refers Defendant to attached documents.

Respectfully Submitted this 9 Day of June 2019, by:

BY: _____
NATALIE POWERS or TRACE DILLON
Bar No. 80705 or 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office) (770) 513-6577(Facsimile)

STATE OF SOUTH CAROLINA	)
	) IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston	) COURT
NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY	) Case No.:2013CP107203
PLAINTIFF,	
vs.	) **CERTIFICATE OF SERVICE**
GARY MCCOMBS	)
RAGAN MCCOMBS ALBERT	)
DEFENDANT(s).	

This is to certify that I have this day served a copy of the foregoing RESPONSE TO INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS by U.S. Mail, sufficient postage prepaid and addressed as follows:

Andrew Halio, Esq.
P.O. Box 747
Charleston, SC 29402

AND

Robert R. Sansbury, III
735 Johnnie Dodds Blvd. Suite 200
Mount Pleasant , SC 29464

Dated this 9 day of June, 2014.

BY: _____
NATALIE POWERS or TRACE DILLON
Bar No. 80705 or 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office) (770) 513-6577(Facsimile)

State of _____

County of_____

Verification

Personally appeared before me, the undersigned attesting officer, came _____, who, after first being duly sworn did depose and state that the facts in the within and foregoing Plaintiff's Response To Defendant(s)'s Interrogatories, Request For Production Of Documents And Requests For Admissions are true and correct.

This _____ day of _____, 20____.

By:_____

Sworn to and subscribed before me
this _____ day of _____, 20____.

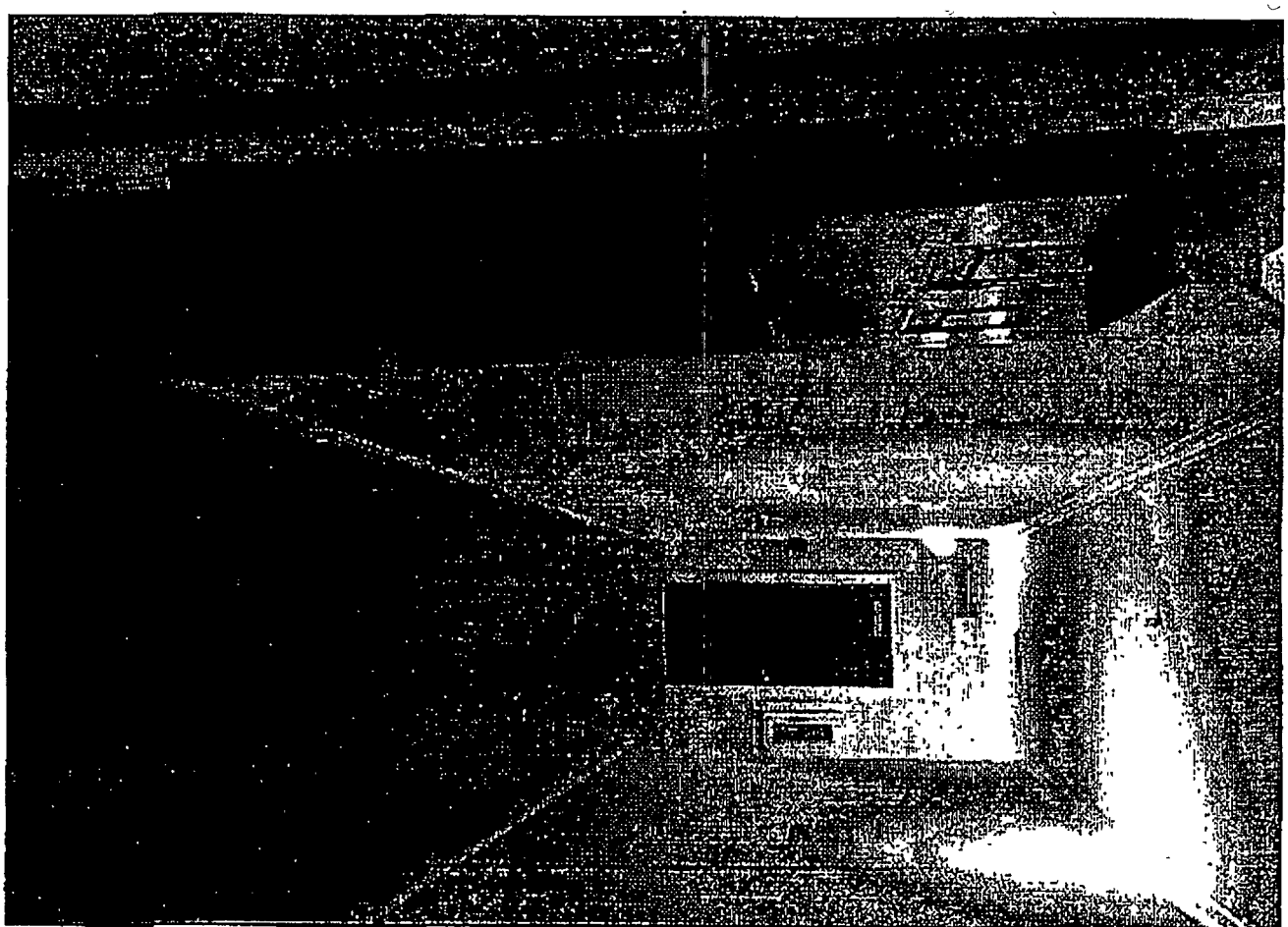
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Notary Public

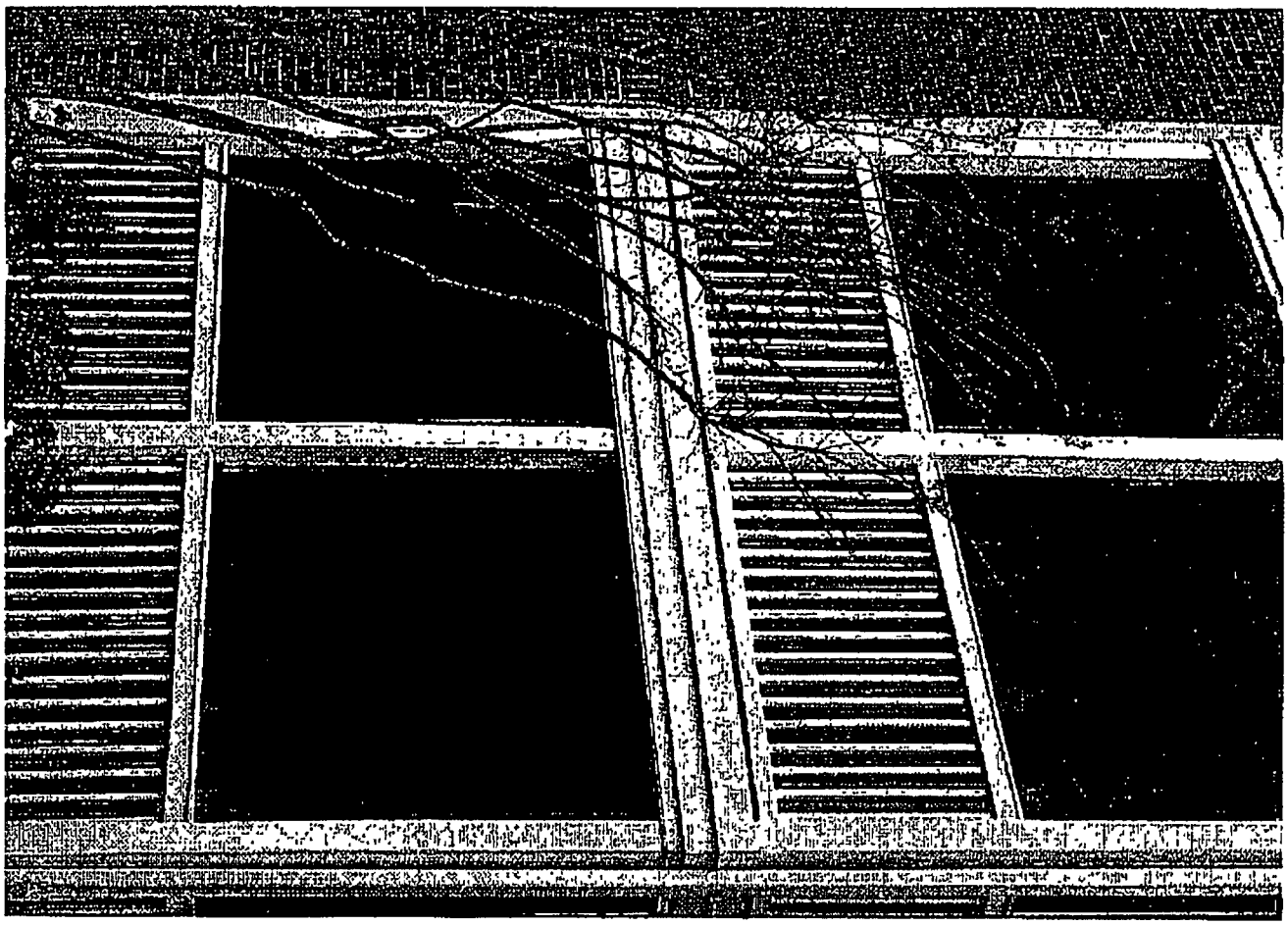
NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY vs GARY MCCOMBS
RAGAN MCCOMBS ALBERT
THE DILLON LAW FIRM PC File Number 13001448



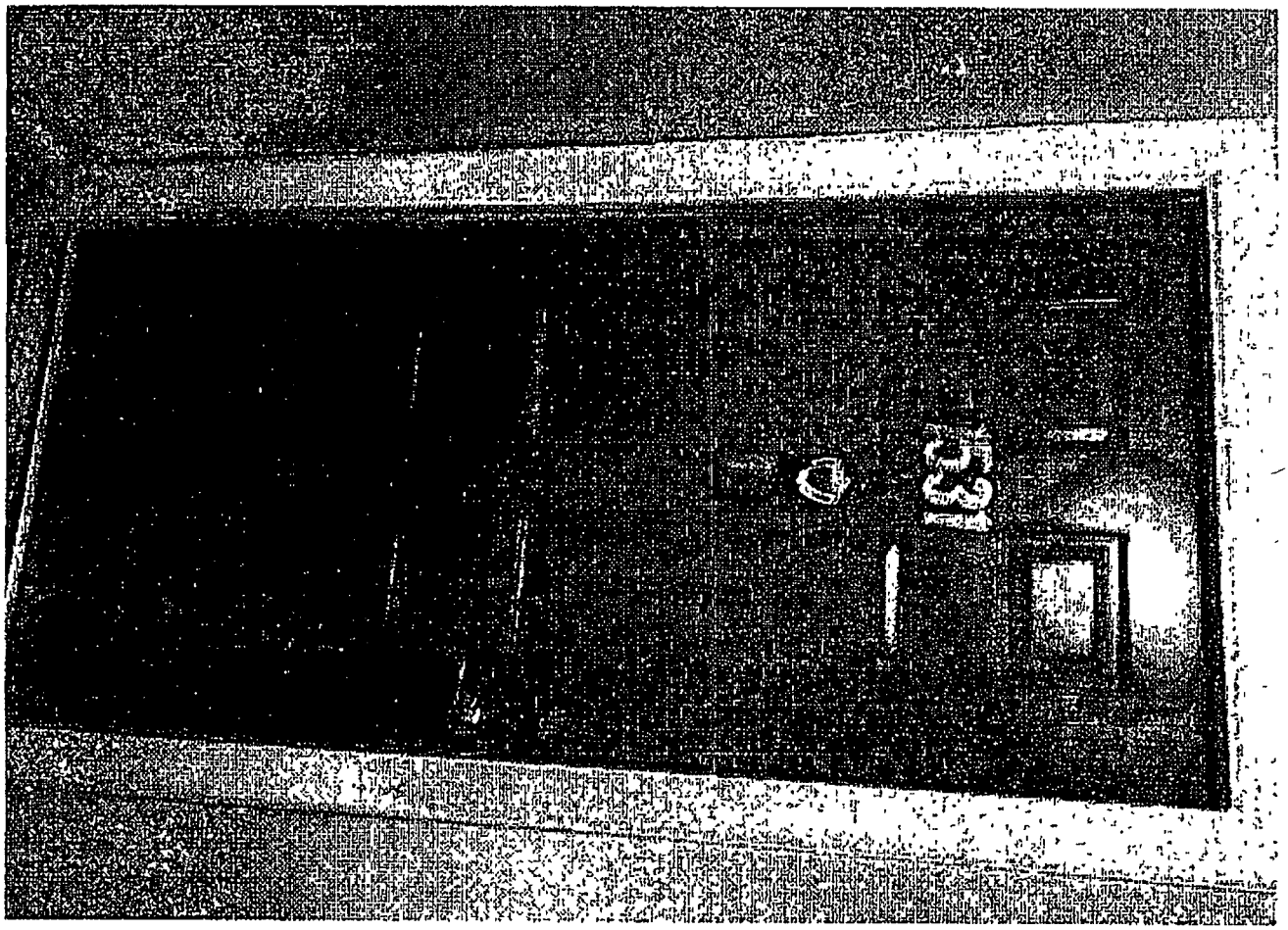




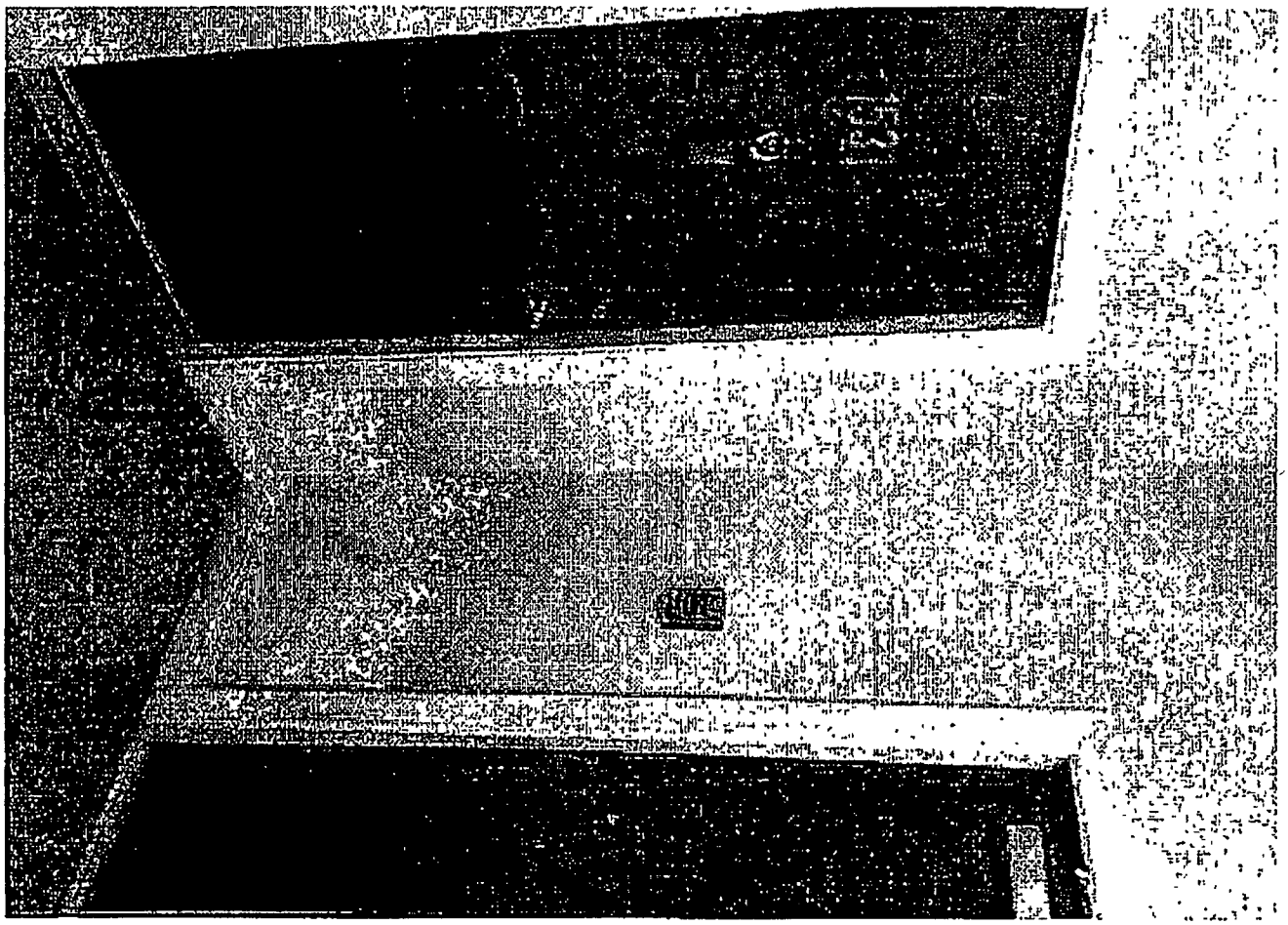


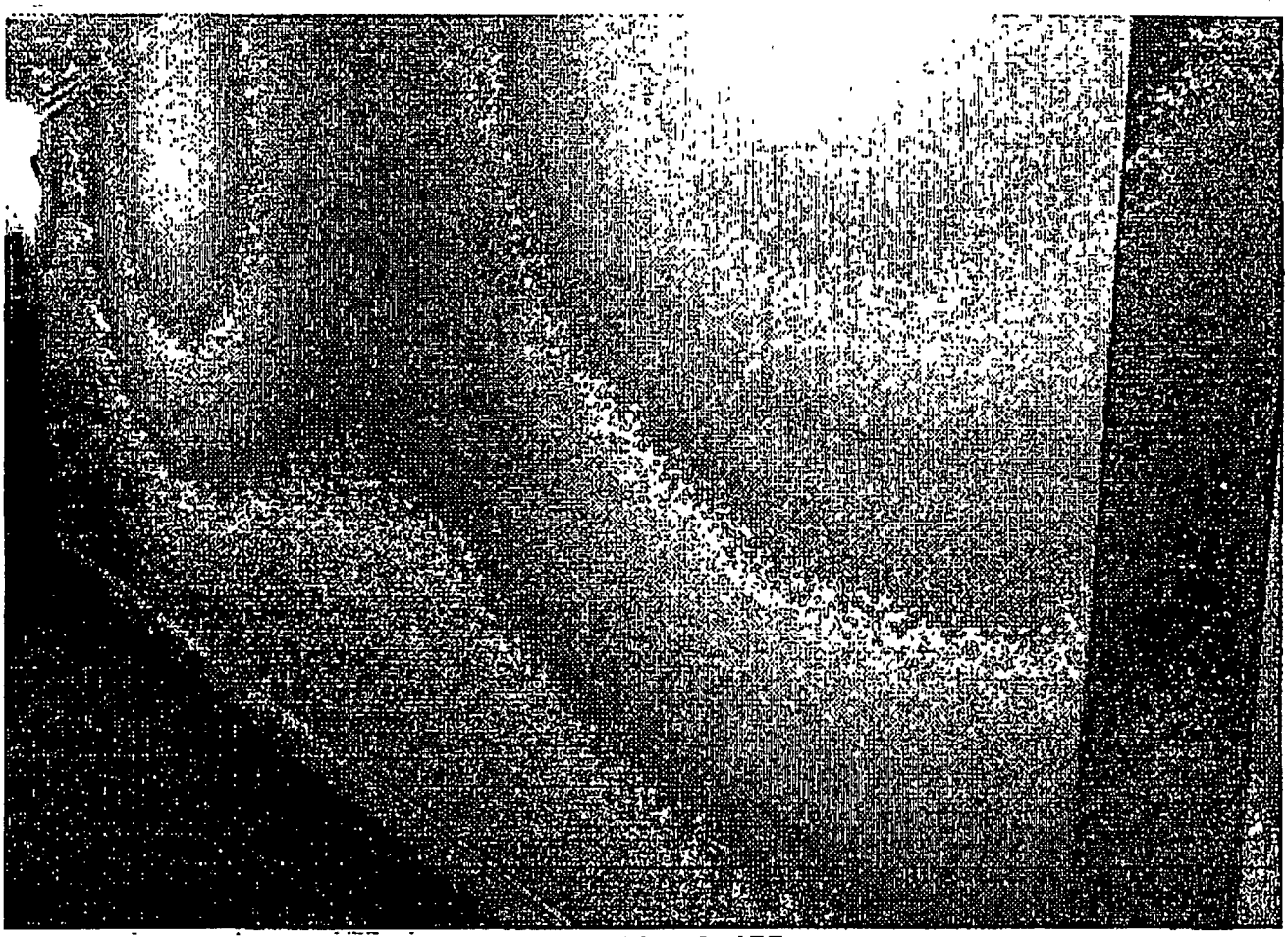


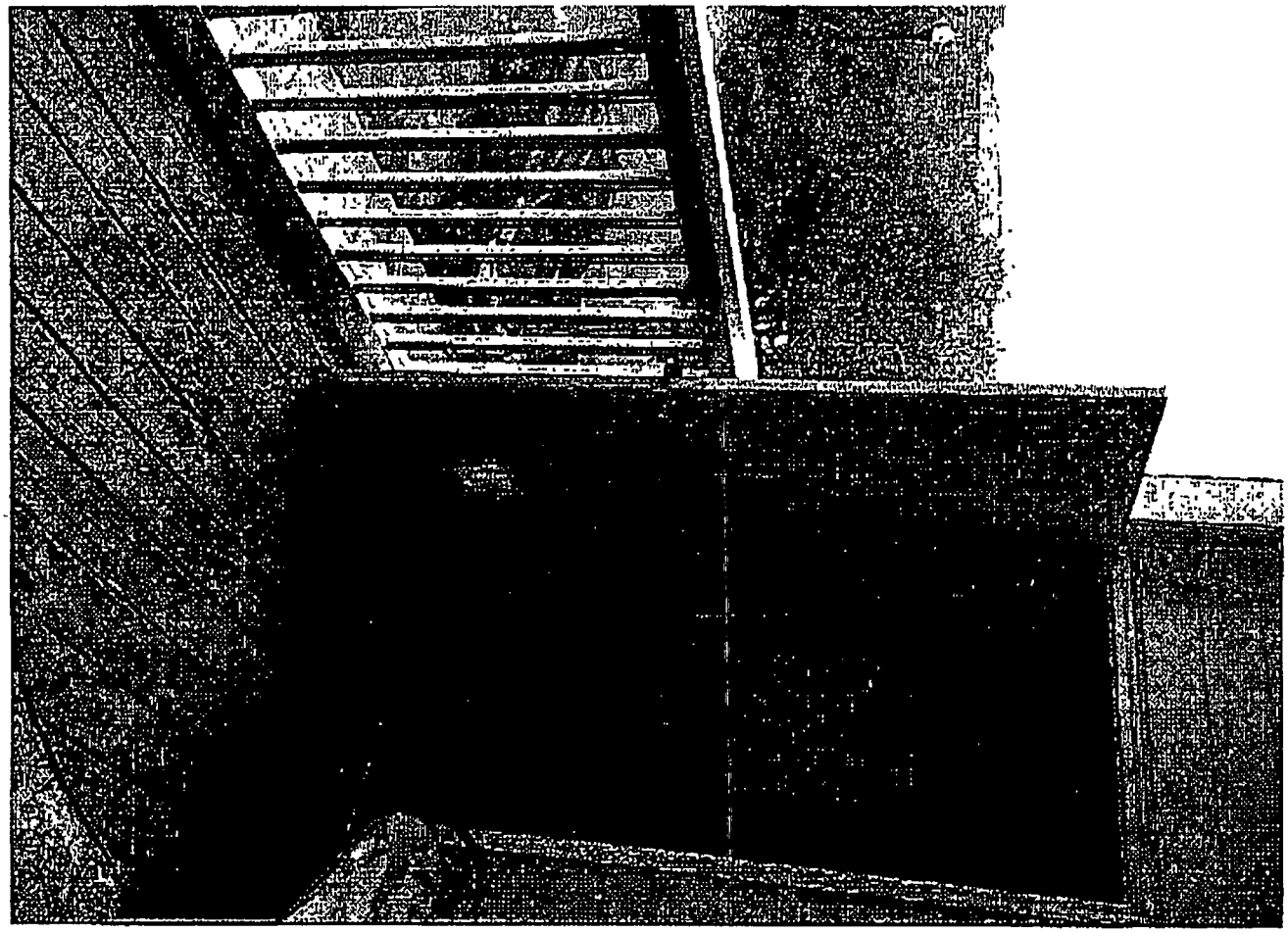


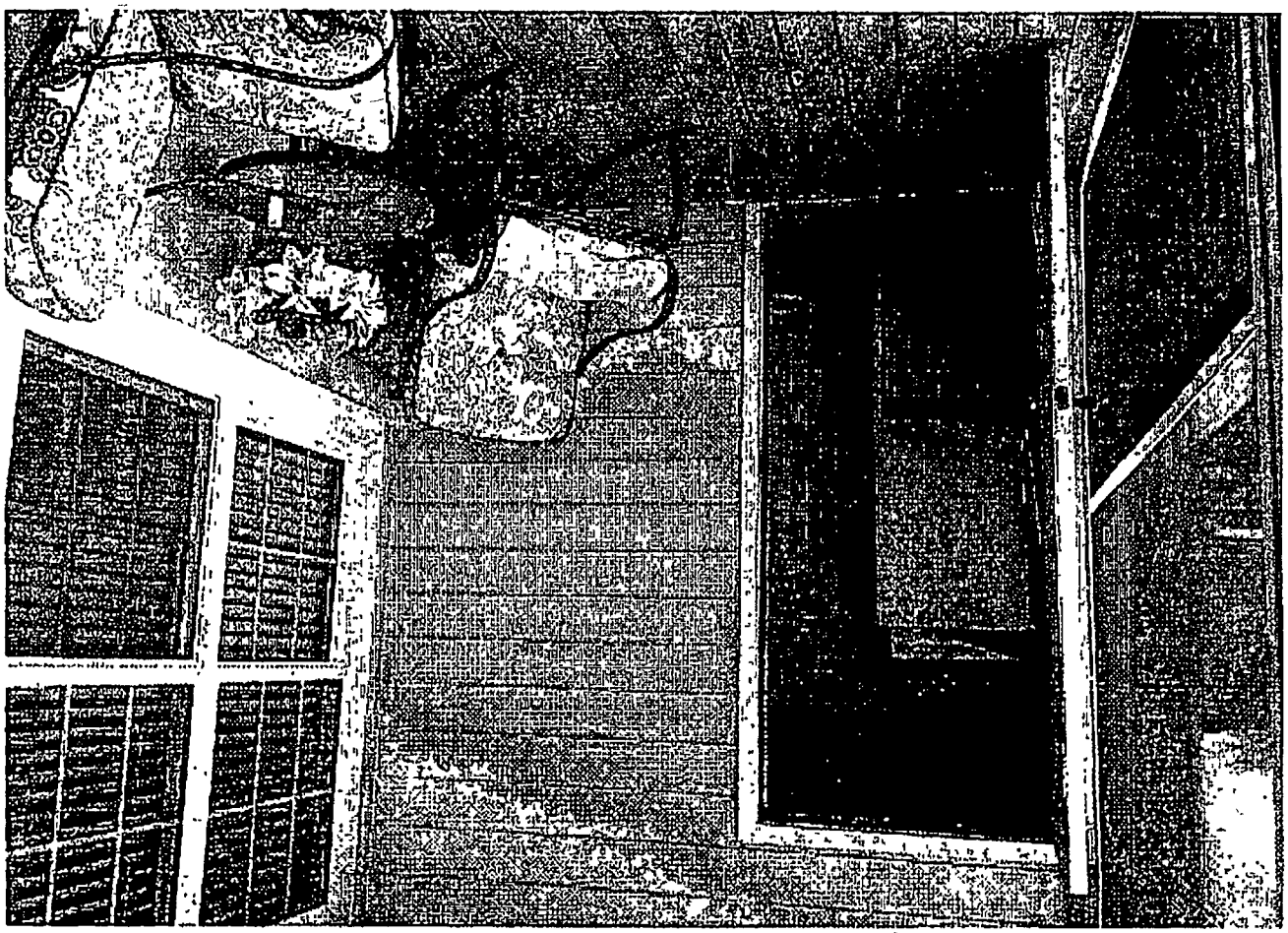


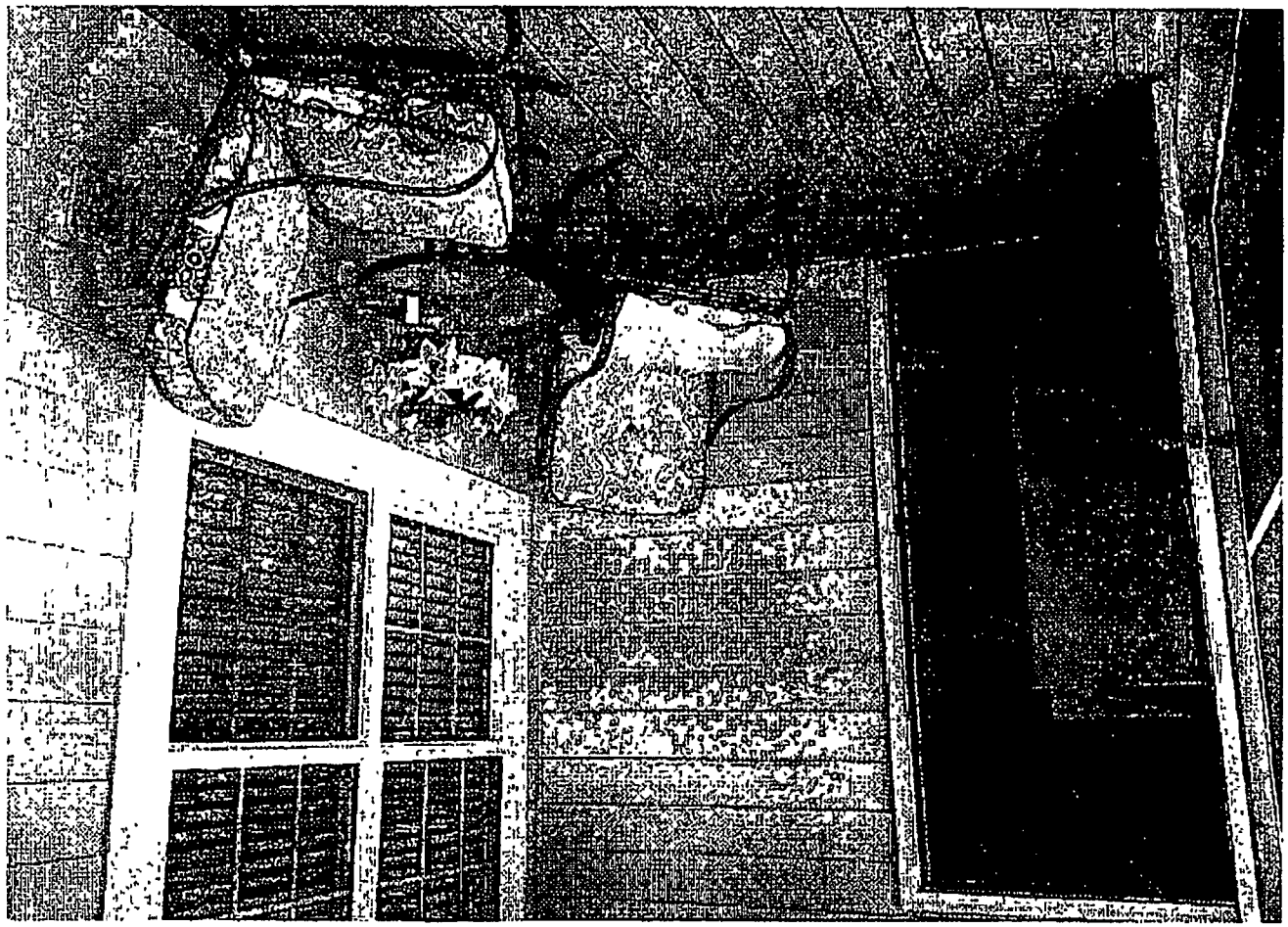


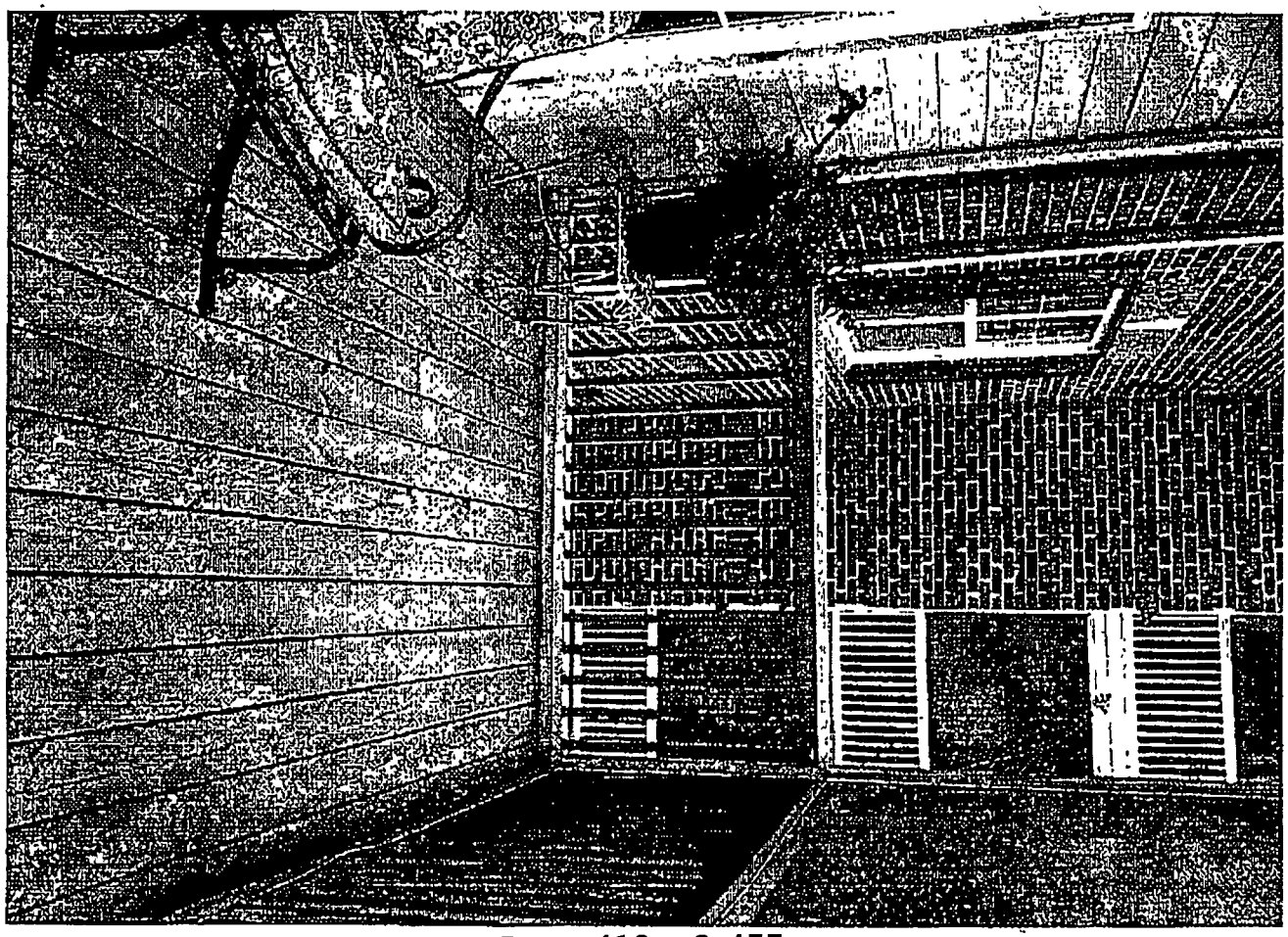


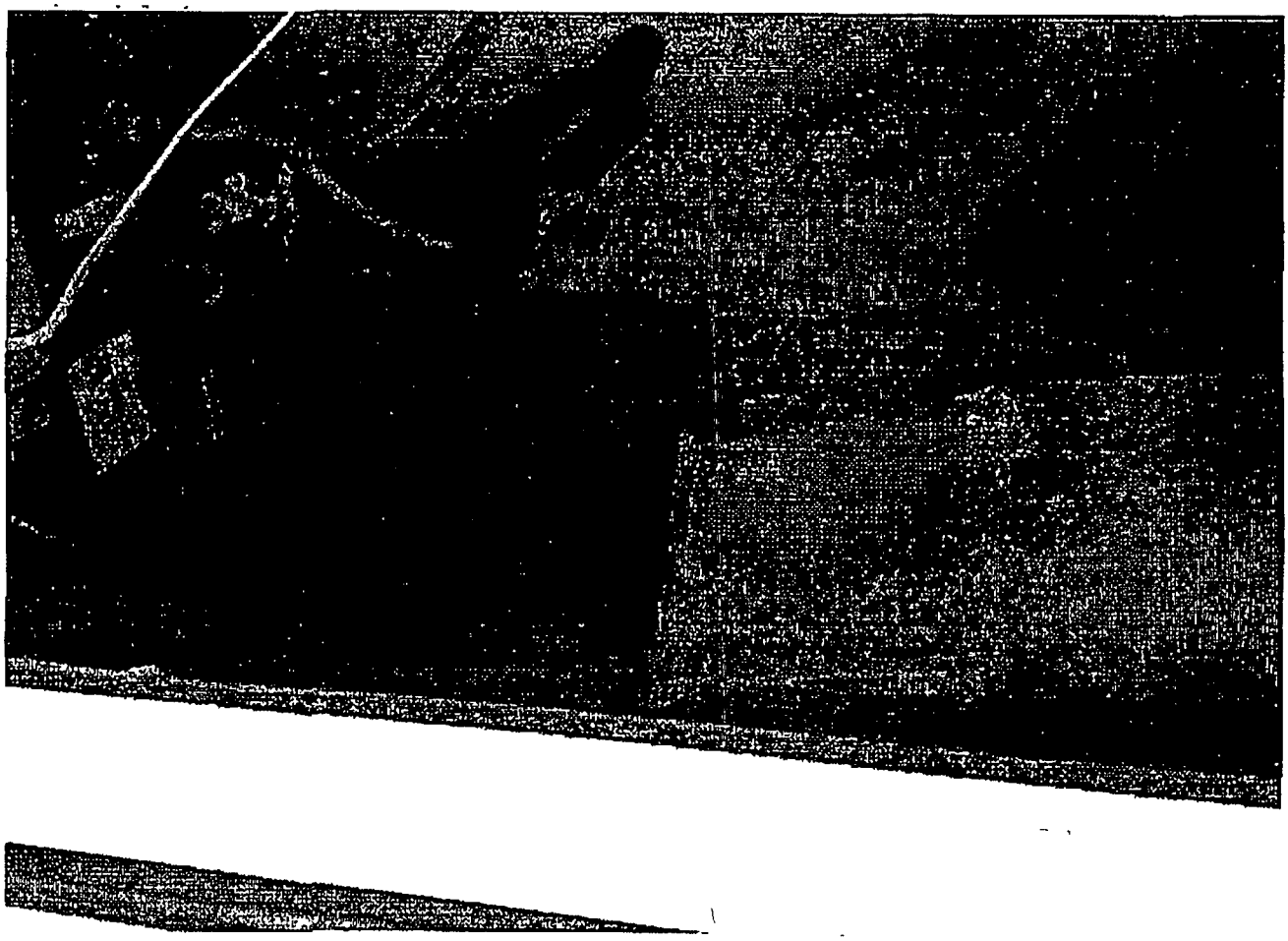


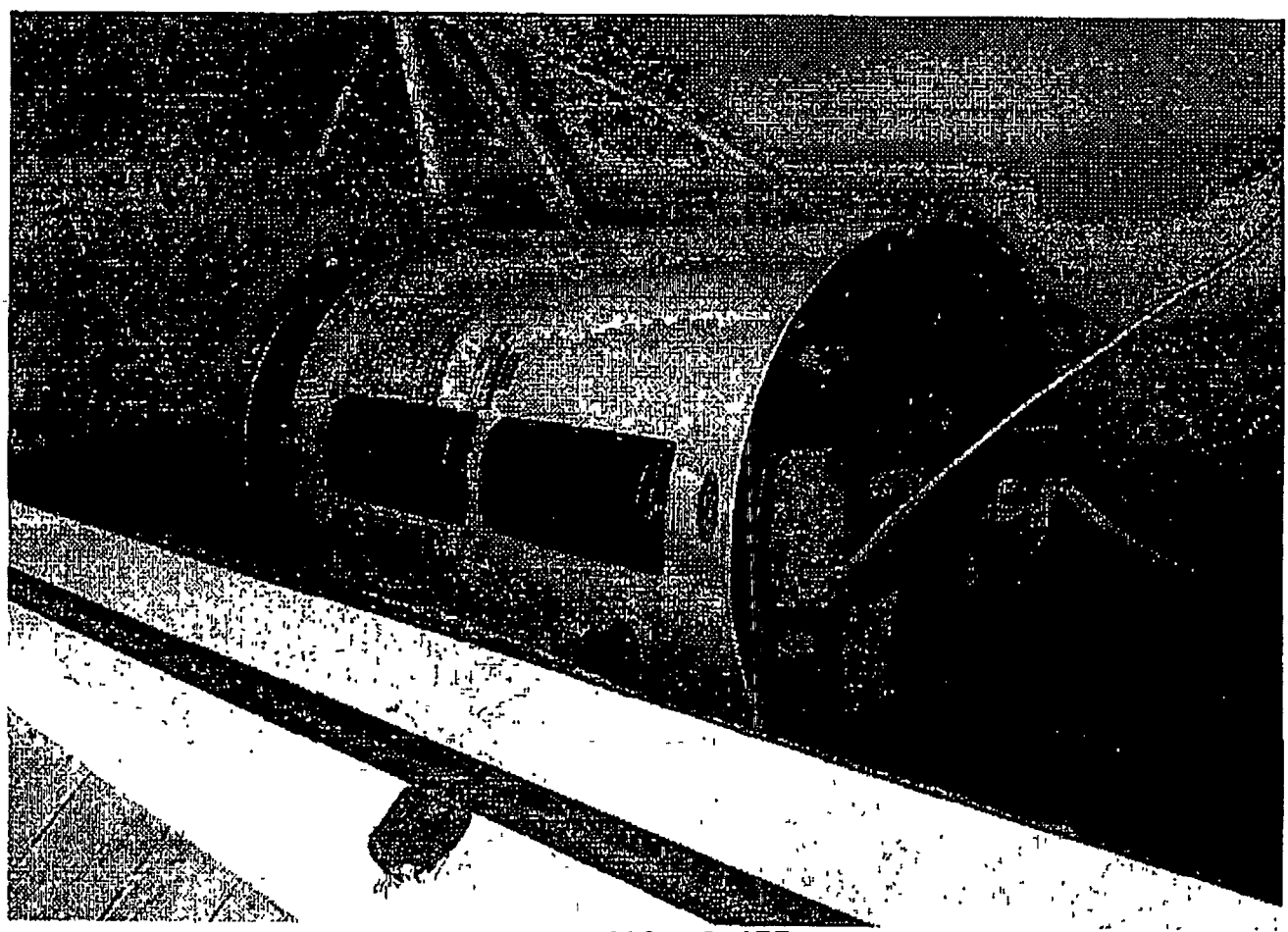


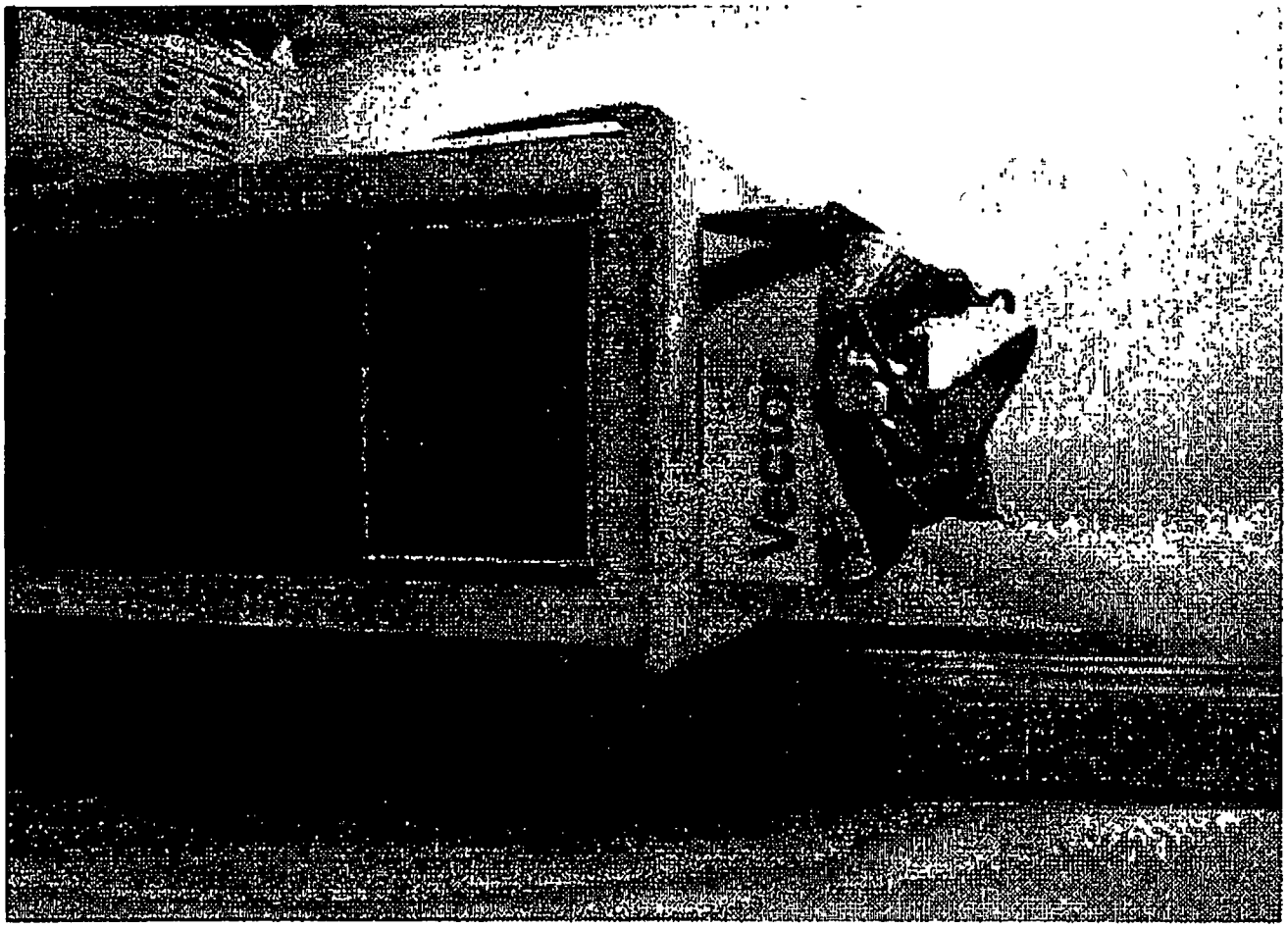


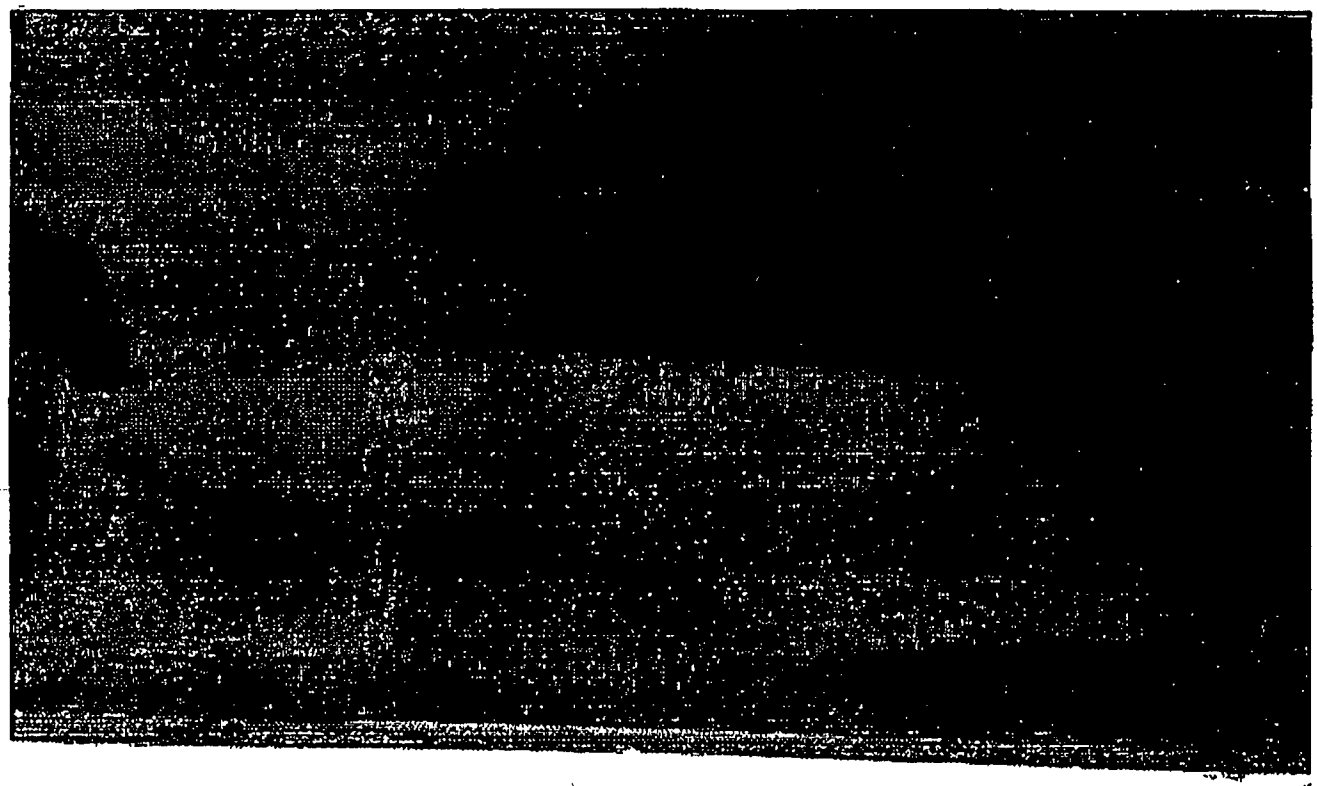


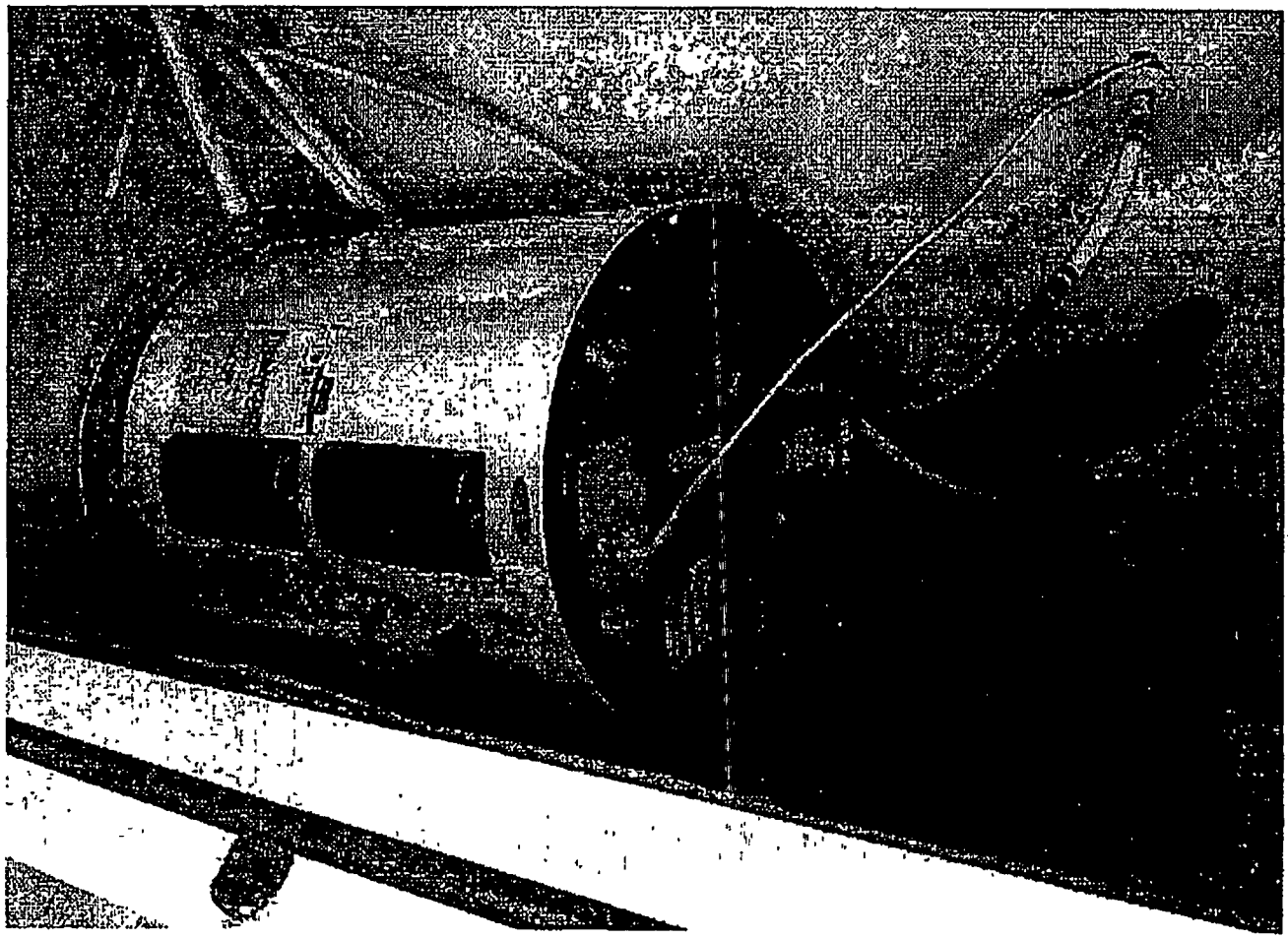


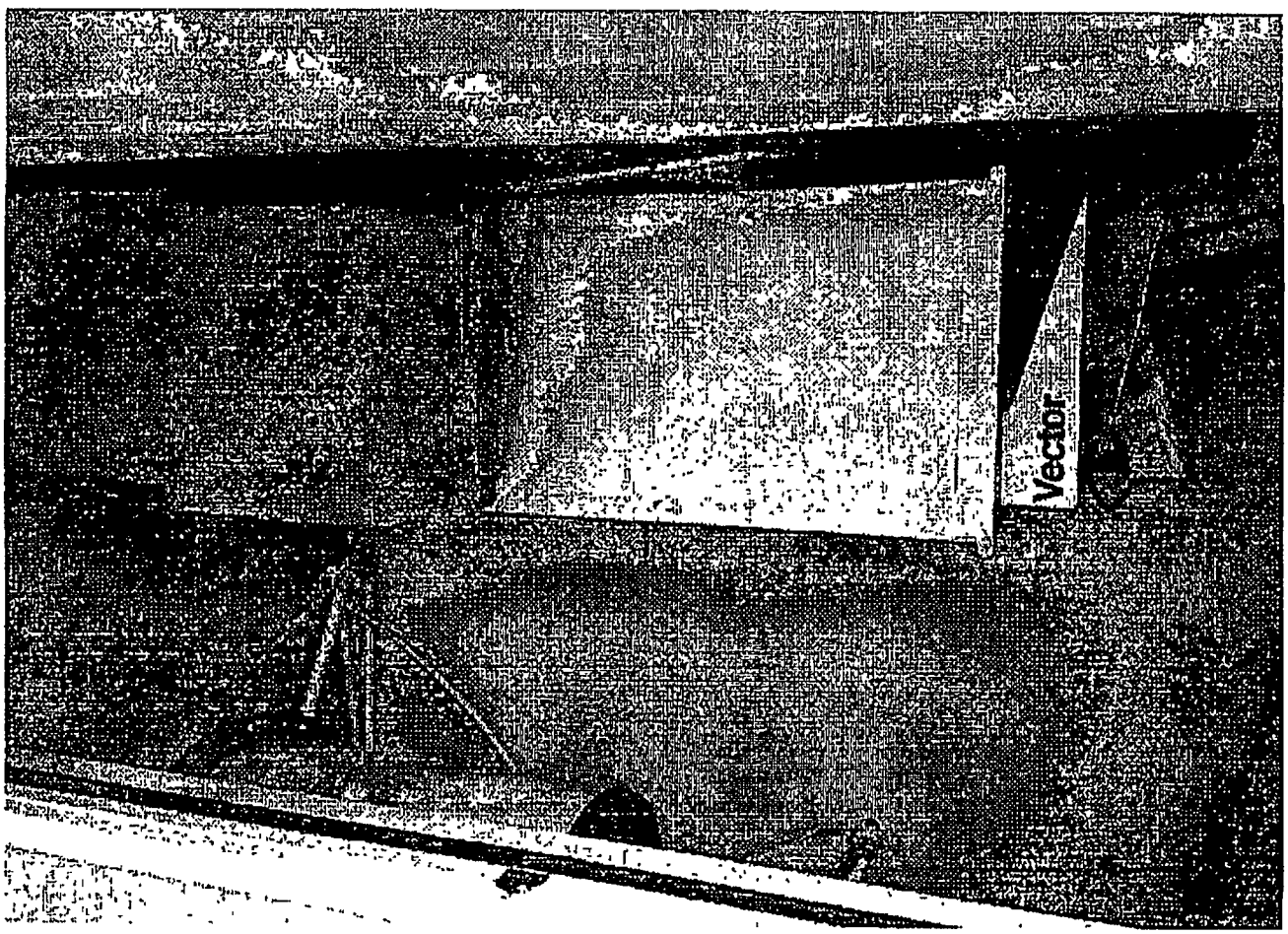




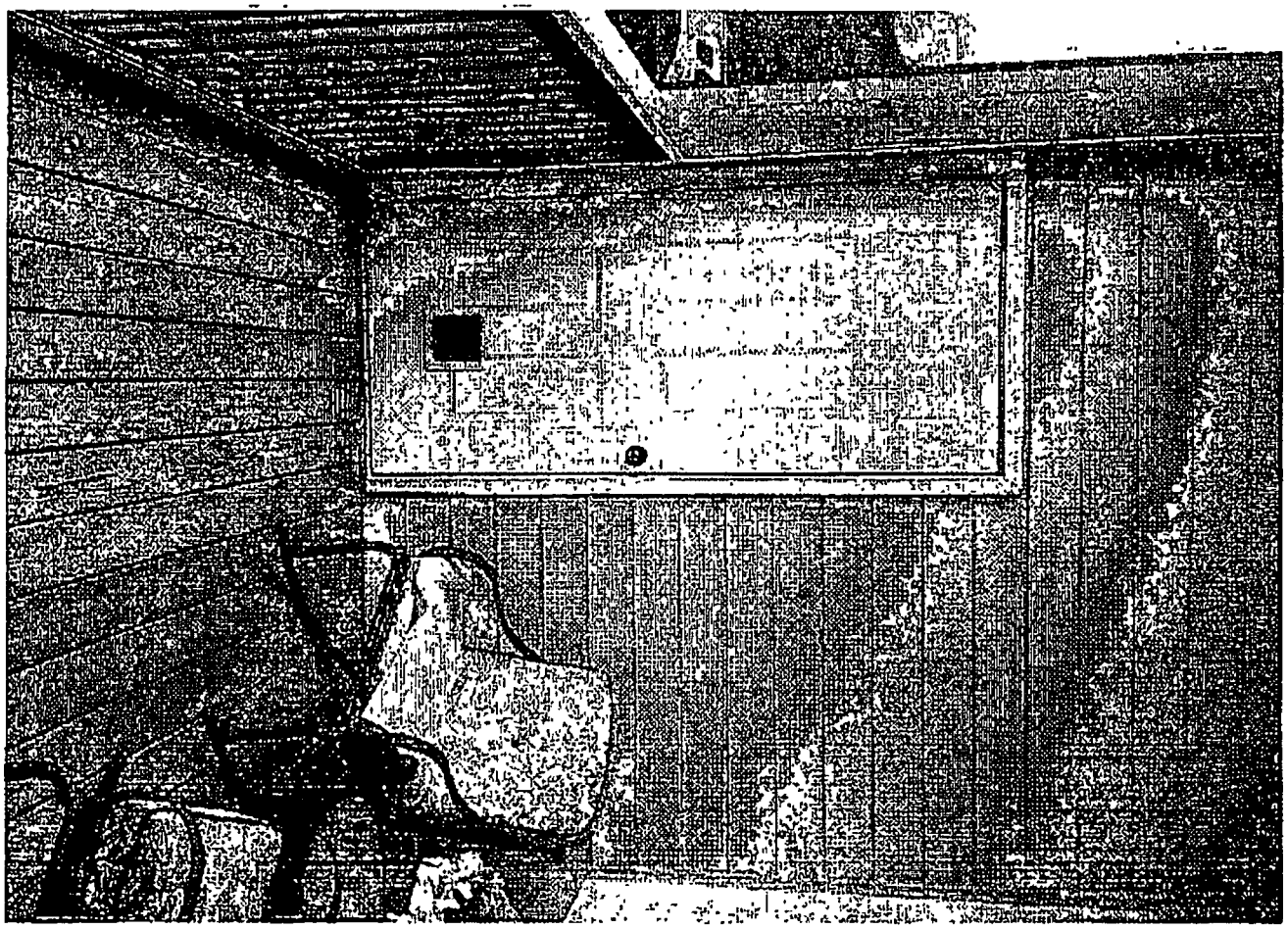


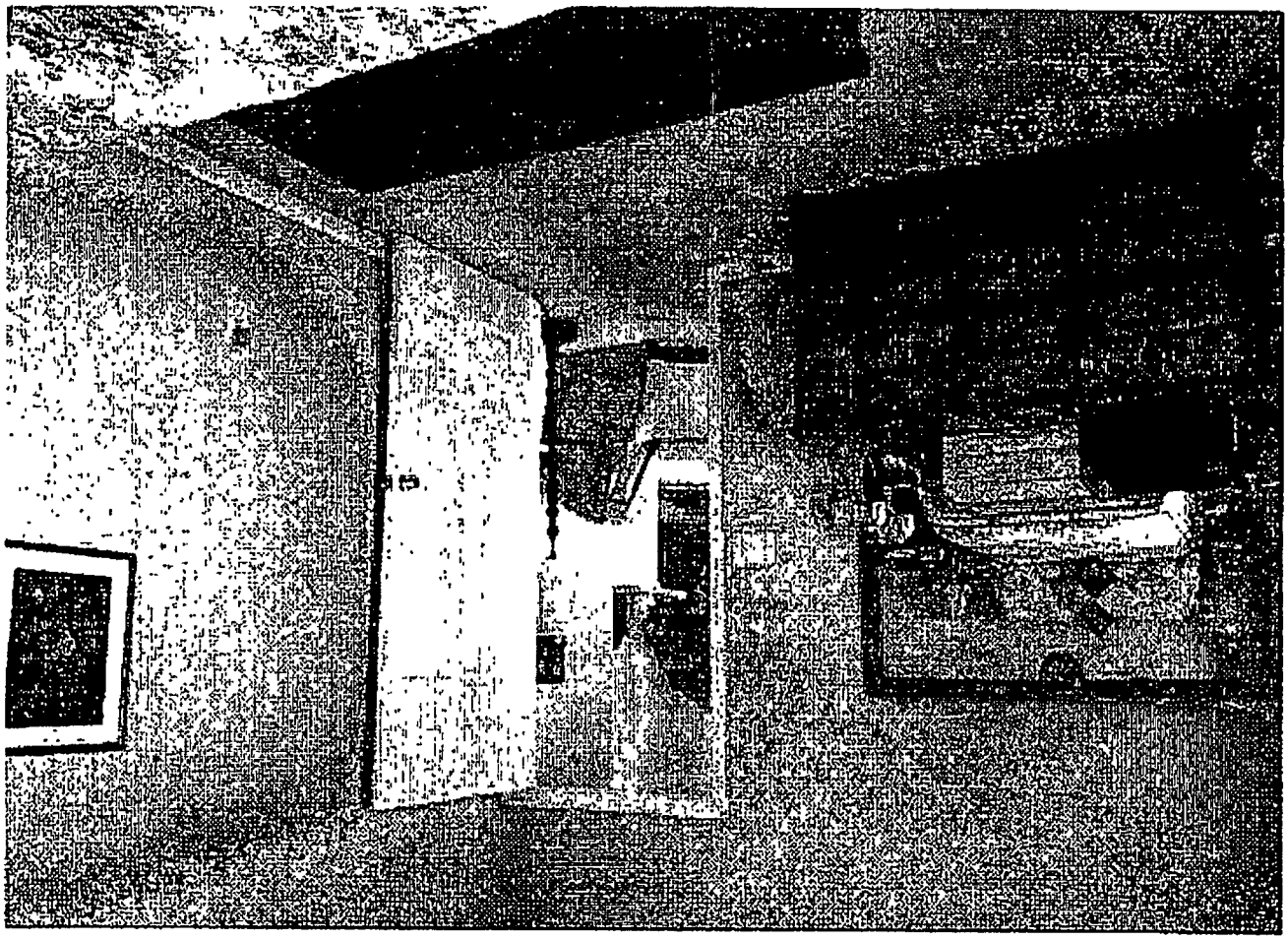


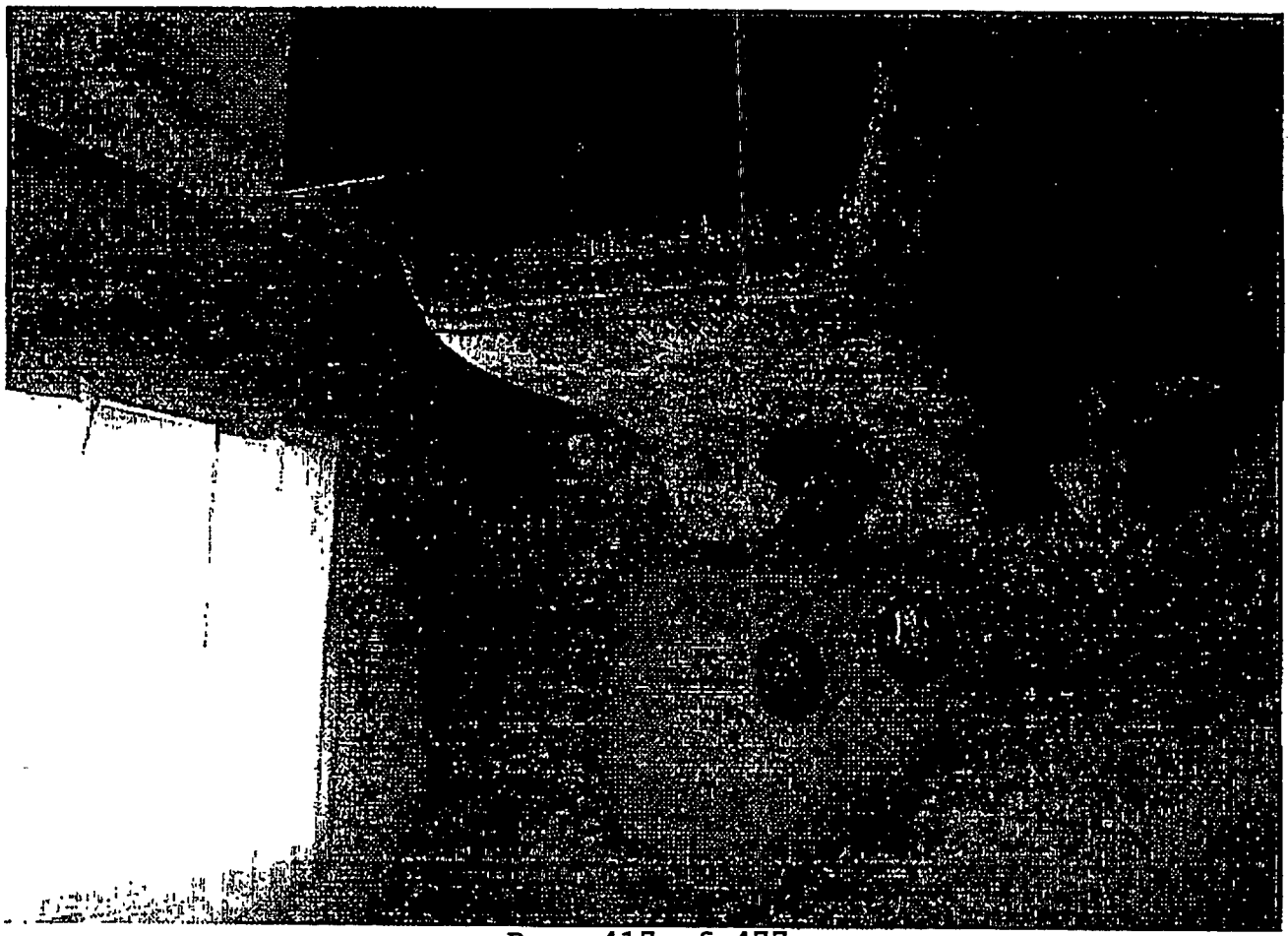


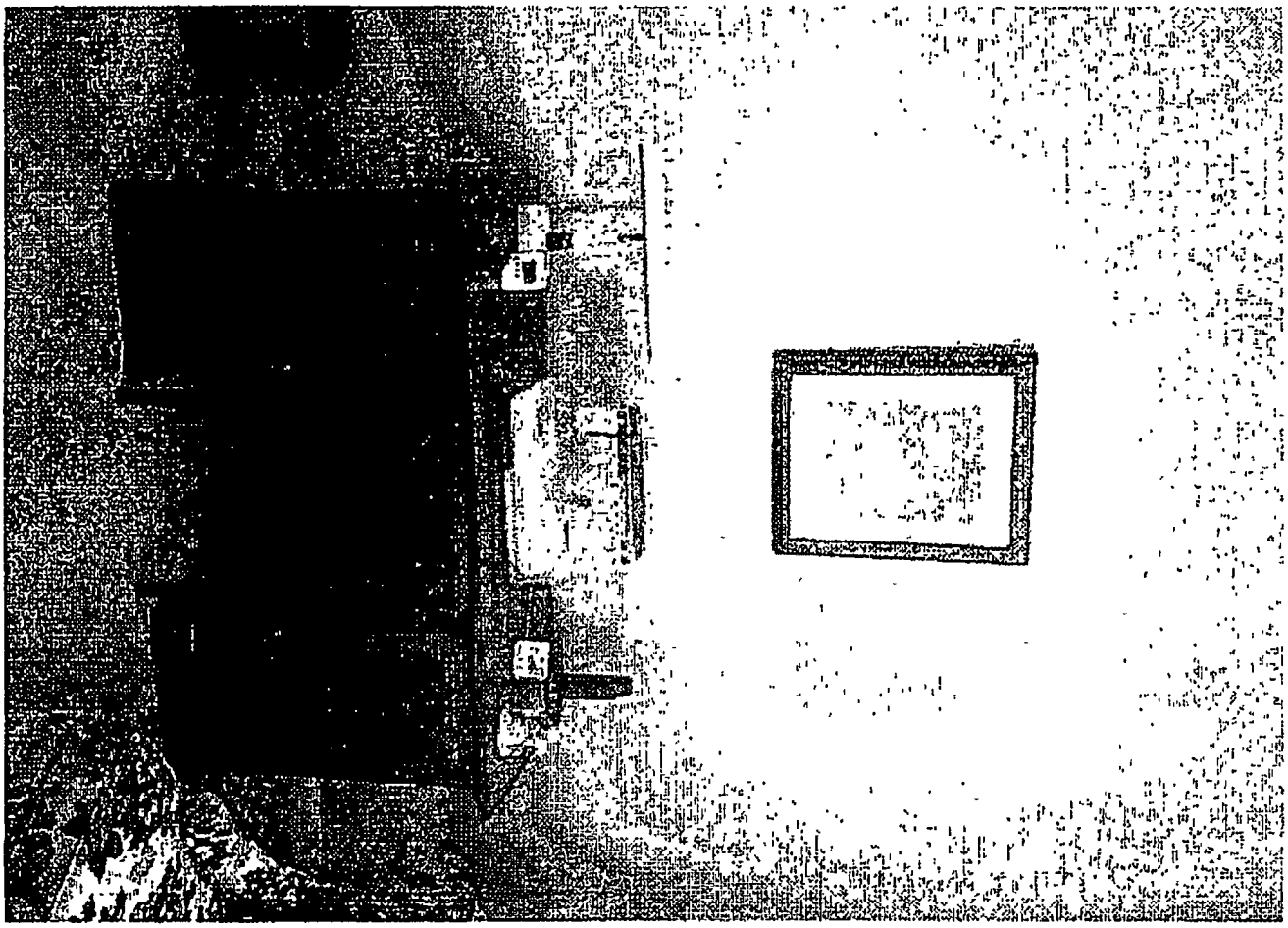

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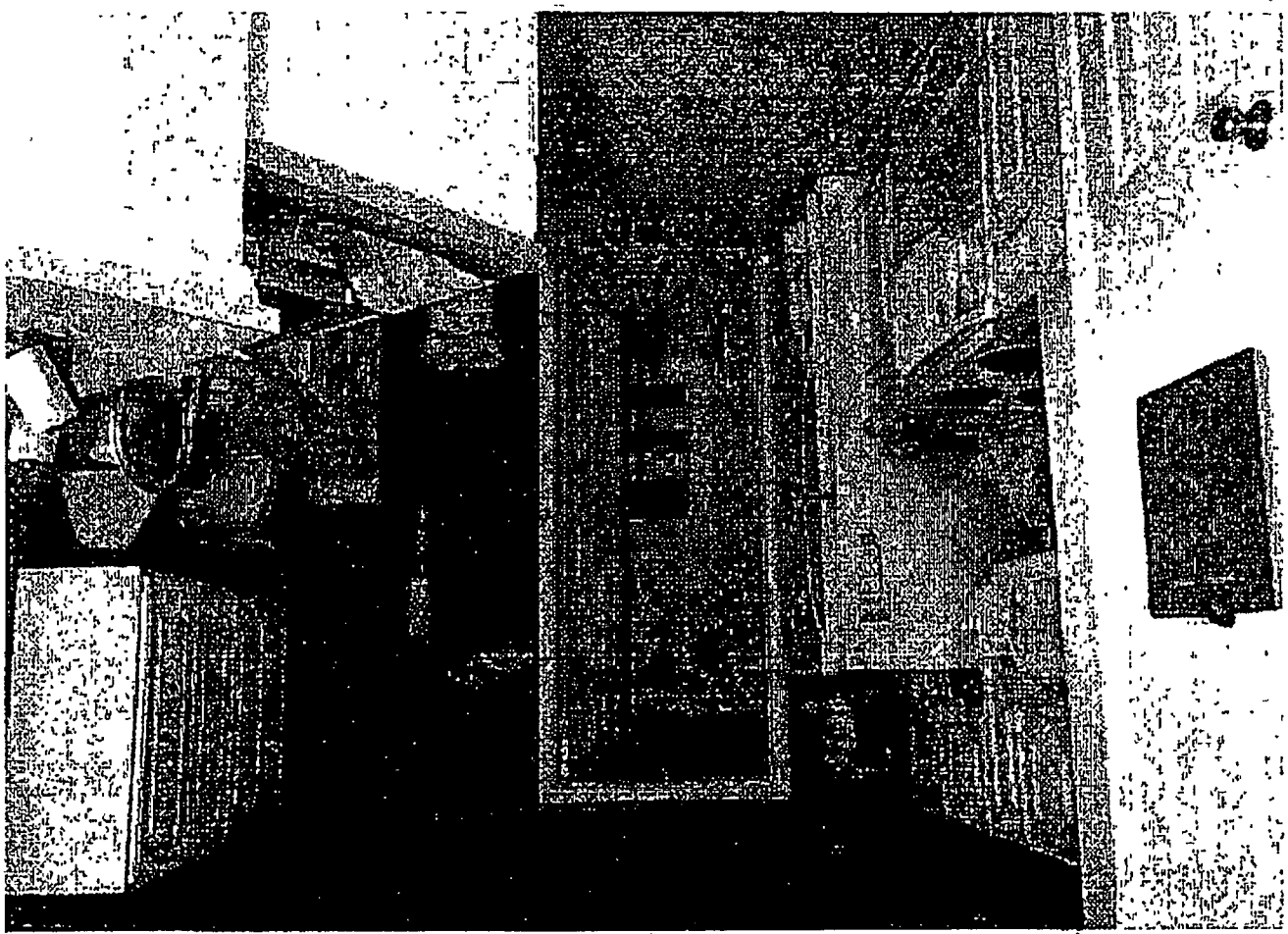

$292,000.00

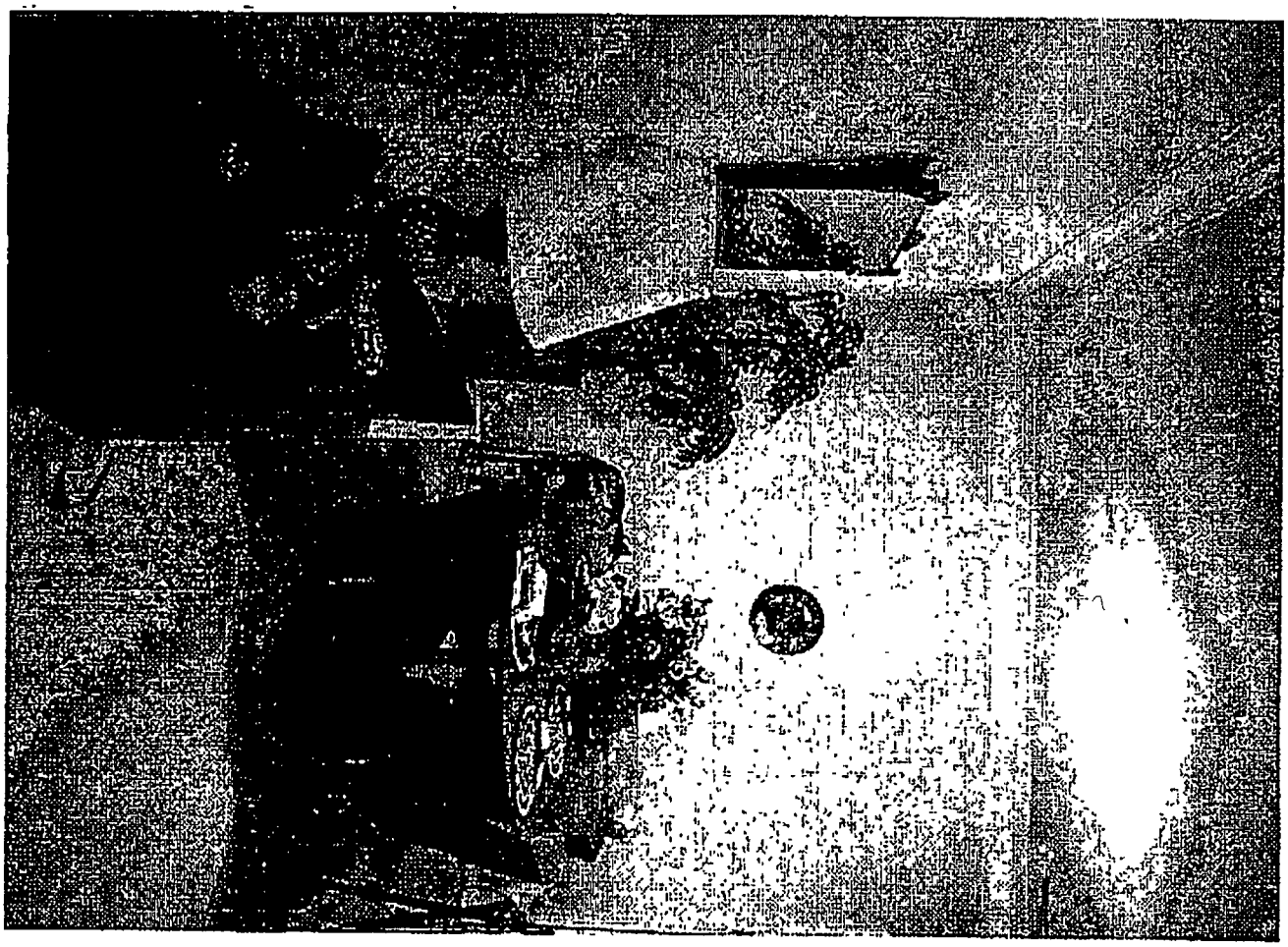


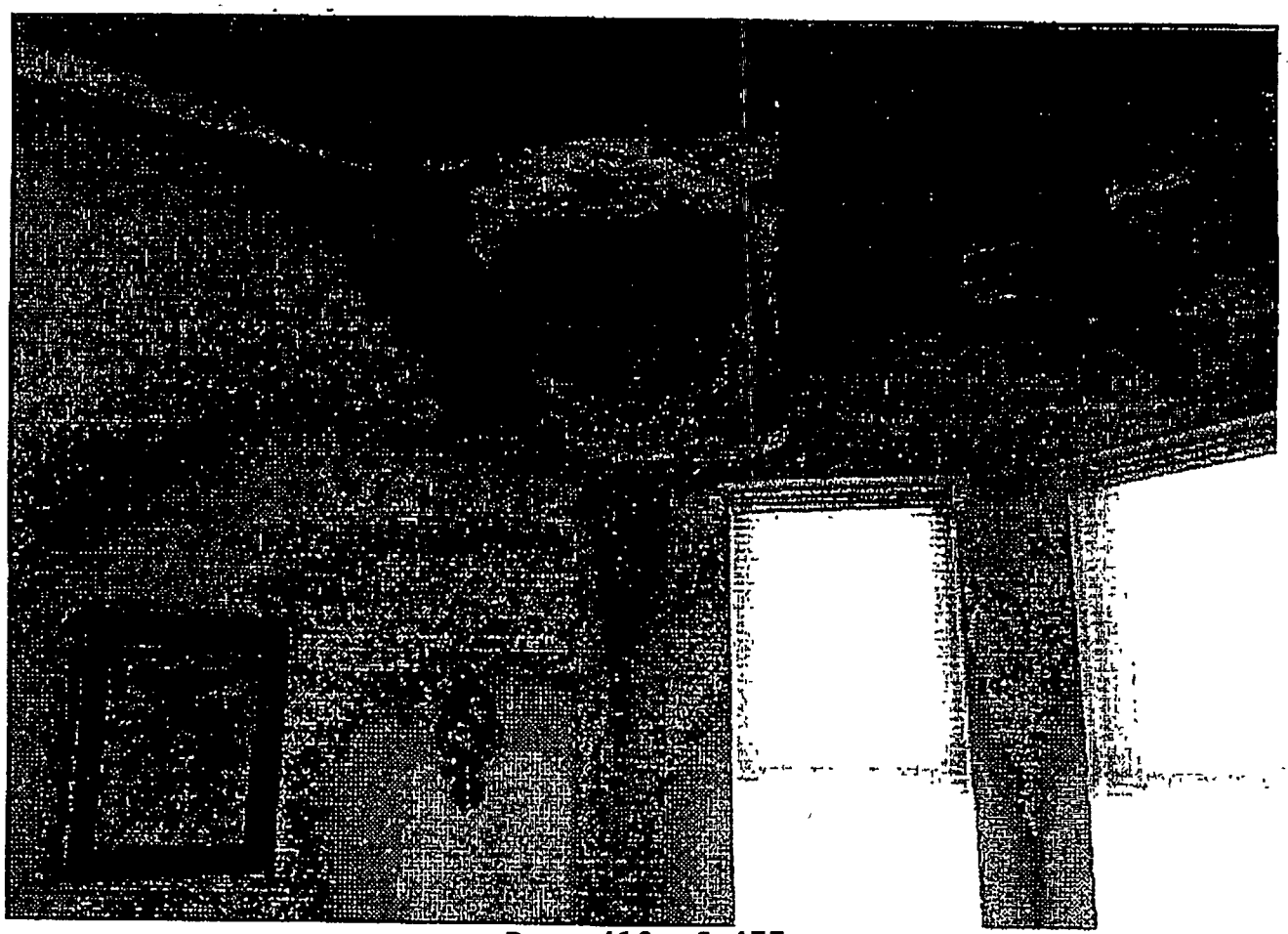


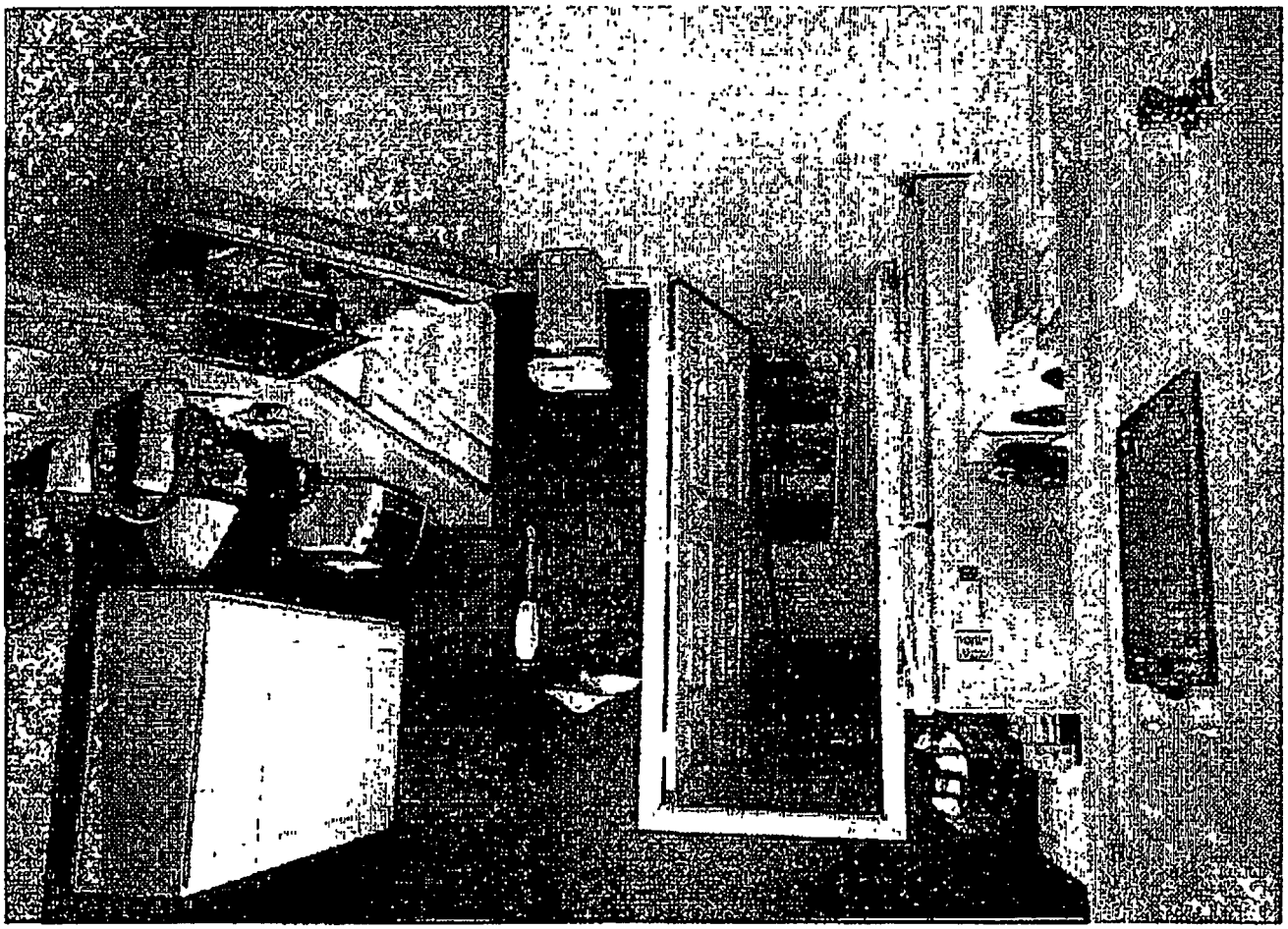


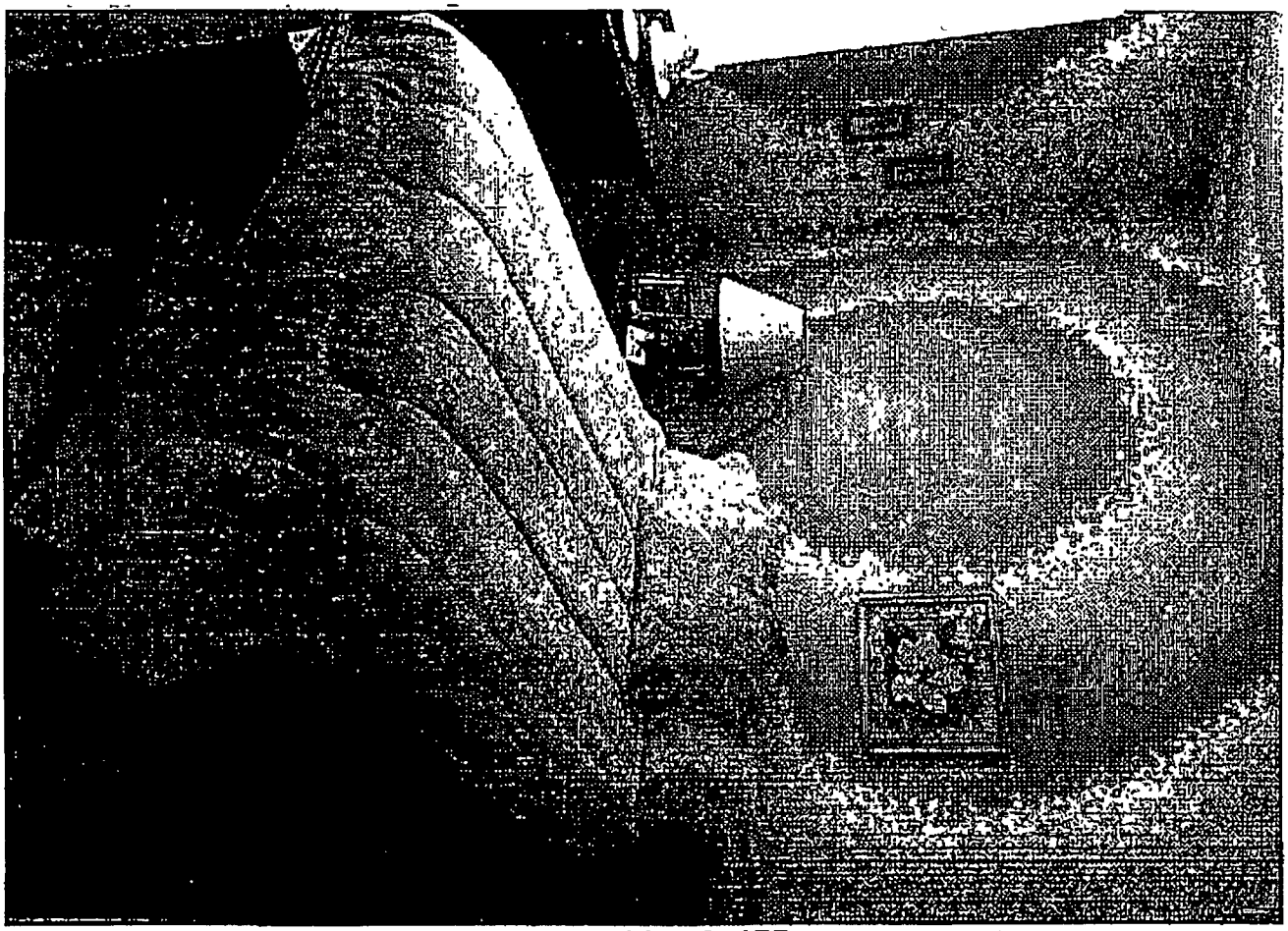


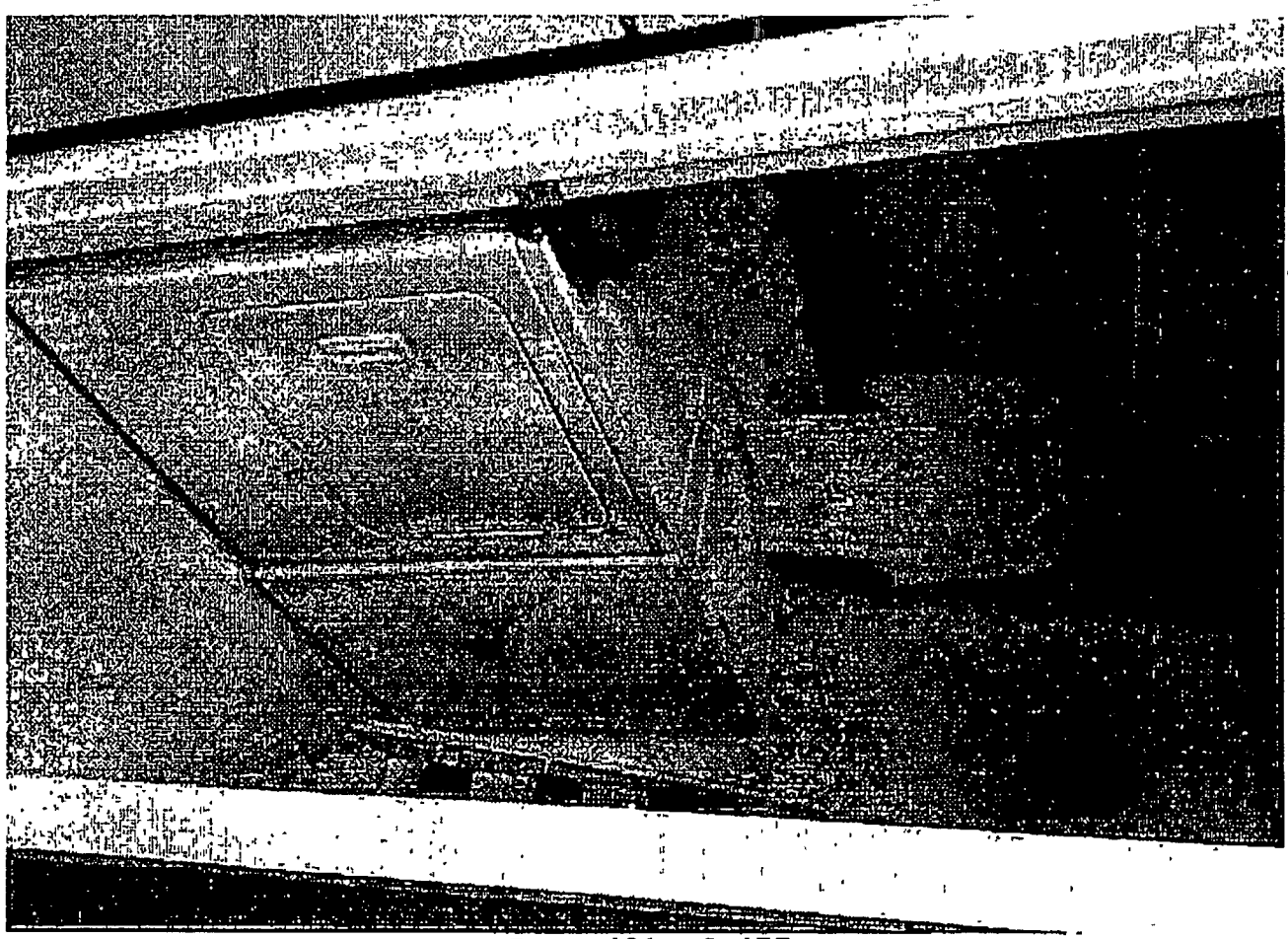












13001448

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS
NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY PLAINTIFF, vs. GARY MCCOMBS RAGAN MCCOMBS ALBERT Defendant(s).	Case No.: **AFFIDAVIT IN SUPPORT OF SWORN ACCOUNT**

Before me, the undersigned authority, on this day personally appeared:

AFFIANT NAME: Rich Garrison

AFFIANT TITLE: Agent for NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY

COMPANY NAME: NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY

and upon oath stated that he/she

1. is above the age of 21 and is authorized to make this affidavit;
2. is personally acquainted with the facts herein stated and that all of the facts stated herein are true and correct;
3. that the foregoing claim described below in favor of **NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY**, a corporation licensed to do business here in the United States, and such claim is against **GARY MCCOMBS RAGAN MCCOMBS**

ALBERT, ACCOUNT NUMBER 0000094840, BALANCE $18,923.91 is within the knowledge of affiant, just and true, that it is due and that all just and lawful offsets, payments and credits have been allowed, that these were made in the regular course of business for an employee or representative of the business with personal knowledge of such act, event or condition to make such memorandum or record or to transmit information thereof to be included in such memorandum of record, and that it was made at or near the time of the act, event or condition or reasonable soon thereafter.

By: _____, Agent
Affiant Name

Sworn and subscribed before me this
16th day of December, 2013.

NOTARY PUBLIC

KARLA M. NAVARRO
Commission # 194/647
Notary Public - California
Los Angeles County
My Comm. Expires Sep 8, 2015

Property Loss Notice Information

Claimant Name: Alison<Thornley
Company Name: NATIONWIDE PROPERTY & CAS
CO 08

Claim Key: 6139901626UO2010121701

Claim Rep. MIANOJ
Agent: REYOUNG
Agent Bus Phn: (843)881-4707 ext.
Agent Number: 0601016

Reported By: ALISON<THORNLEY
Report Date: 12-17-2010
Report Time: 1500
Rpt Home Phn: (843)270-3327
Rpt Bus Phn: ()UNK-

PH CLMT ID/Name/Address:
A/T1
ALISON<THORNLEY
1209 BRIDGEPORT DR
MT PLEASANT
SC 294667451
SC294667451

Cat Code. 00
Home Phn: (843)270-3327
Bus Phn: ( )UNK-NOWN ext.

CPS Comments: KRAUSEJ12/17/1005 14PM

Loss Description: <<*PER PH*WATER/SEWAGE*STANDING WATER YES*HOT WATER HEATER*CONTACTED VENDOR YES>>

Adjustor Instruction:

Assignment Date: 01-20-2011
Clmt ID: A/T1

Policy Form: BASIC
Policy Eff Date: 04-16-2010

Policy Status: ACTIVE
Hist Eff Date: 00-00-2008

Construction Year: 1999
Deductible: ALL PERILS FLAT 1000
Coverage: HOPRIM
Property Location: 1515 CAMBRIDGE LAKESDR
MT PLEASANT SC 294647300

Items Insured			Special Limits		Endorsements
DET STRUCT	NONE	/	JEWEL-FURS	1,000	2505
PERS PROP	5100	/	CAMERAS	1,000	2834
ALE	5100	/	GUNS	1,000	2050
CFL	300000	/	TOOLS	1,000	3460-B
MED PAY	1000	/	SILVERWARE	2,500	2870
PHY DAMG	1000	/	MONEY	200	3881-A
CREDIT CRD	1000	/	SECURITIES	1,000	3505
ACC DTH	NONE	/	WATERCRAFT	1,000	3882

Property Loss Notice Information

LOSS ASSMT	1000	/	TRAILERS	1,000	OVERFLO SEE
ADD & ALT	30020	/	MANUSCRIPT	1,000	
EARTHQUAKE	INCL	/	COMPUTERS	3,000	
BRD WT BKP	5000	/	BUS/PROP	500	
WT BKP DED	1000	/			

Additional Coverages (Options):
EXT THEFT COV
OPT I-EXT REPL COST
WIND&HAIL EXCLUDED
Loss Information:
6139901626UO2009060201
Third Party Information (Lien Holders):

BAC HOME LOANS SERVICING LP

KAUFMANN RENOVATIONS llc
1465 PINE ISLAND VIEW
MT.PLEASANT S.C. 29464
(843) 568-1650 Fax.(843) 856-7310
dave.kaufmann@gmail

Estimate Cost Report by Area

Customer Information			Project Information		
Cris Thronley	Cust#	790	Proj Name Water damage	Project#	1136
1515 Cambridge Lakes	Home	(843) 469-7854	Proj Type Home Owner	Contact #	(843) 568-1650
Mt Pleasant, SC 29464	Mobile	(843) 270-3327	Dave Kaufmann		
Nationwide Ins Co.					

Estimate Information Date Tuesday, December 28, 2010

Terms: No Money Down, payment due in full upon completion, Unless other arrangements are made

Description	QTY	U/M	Material	Labor	Subcontract	Equipment	Cost
Finish Carpentry							
Supply & Install Baseboard / partial	18	LF	1 00	1.50	0 00	0.00	40 00
Int Painting							
Cover & Protect	135 63	Sf	0.09	0 07	0.00	0.00	21 70
Paint Base Mid	40	LF	0.20	0.65	0 00	0.00	34.00
Paint Wall(S)	377	SF	0 15	0 45	0 00	0 00	226.20
Prime Wall(S) / partial	100	SF	0 10	0.20	0 00	0 00	30.00
Walls, Drywall							
Spray Knockdown wall texture, blending into existing.	100	Sf	0 20	0.85	0.00	0 00	105.00
Area Sub Total (Excludes all Markups)			122.75	568.25	1,331.65	0.00	2,022.65
Bed #1 cl 6x2x9 :							
Carper & Pad							
Carpet, remove	1 33	Sy	0.00	1.50	0 00	0 00	2 00
Supply & Install Carpeting & Pad LKQ	1 33	SY	0.00	0.00	39.55	0 00	52 60
Remove & Reset Contents	1 5	LS	0.00	25 00	0.00	0.00	37.50
Ceiling, Drywall							
Wall / Drywall Labor Hours, due to trim being removed.	3	HR	0.00	58 00	0 00	0 00	174.00
Finish Carpentry							
Supply & Install Baseboard	12	LF	1 00	1.50	0 00	0.00	30.00
Int Painting							
Paint Base Mid	12	LF	0 20	0 65	0 00	0 00	10 20
Paint Wall(S)	109	SF	0.15	0 45	0.00	0 00	65 40
Walls, Drywall							
Spray knockdown wall texture, blending into existing.	30	Sf	0 20	0 85	0.00	0 00	31 50
Area Sub Total (Excludes all Markups)			38.75	313.65	52.60	0.00	403.20

Exhibit A

KAUFMANN RENOVATIONS llc

1465 PINE ISLAND VIEW
MT.PLEASANT S.C. 29464
(843) 568-1650 Fax.(843) 856-7310
dave.kaufmann@gmail

Estimate Cost Report by Area

Customer Information		Project Information	
Cris Thronley	Cust# 790	Proj Name Water damage	Project# 1136
1515 Cambridge Lakes	Home (843) 469-7854	Proj Type Home Owner	Contact # (843) 568-1650
Mt.Pleasant, SC 29464	Mobile (843) 270-3327	Dave Kaufmann	
Nationwide Ins Co			

Estimate Information Date Tuesday, December 28, 2010

Terms: No.Money Down, payment due in full upon completion, Unless other arrangements are made

Description	QTY	U/M	Material	Labor	Subcontract	Equipment	Cost
Misc. :							
Cabinets							
Cabinet.Repair, Kitchen humidity.caused cabinet to separate from wall.	1	LS	0.00	150.00	0.00	0.00	150.00
Demolition							
Hauling & Debris Removal	2	LS	0.00	125.00	0.00	0.00	250.00
Electrical							
Remove & Reset Fixtures / over head light in utility room	1	EA	18.00	35.00	0.00	0.00	53.00
Misc.							
Shipping of carpet to / keep renter in as soon as possible	1	Ea	0.00	0.00	120.00	0.00	120.00
Area Sub Total (Excludes all Markups)			18.00	435.00	120.00	0.00	573.00
Master Bedroom :							
Content Manipulation							
Content manipulation, hourly	2.5	Hr	0.00	26.00	0.00	0.00	65.00
Floor Covering							
Remove existing carpet & pad.	23.5	Sy	0.00	1.50	0.00	0.00	35.25
Supply & Install Carpeting & Pad LKQ	23.5	Sy	0.00	0.00	39.55	0.00	929.43
Area Sub Total (Excludes all Markups)			0.00	100.26	929.43	0.00	1,029.68
Phase Sub Total (Excludes all Markups)			1,084.34	4,847.18	4,923.74	0.00	10,855.28

KAUFMANN RENOVATIONS llc

1465 PINE ISLAND VIEW
MT PLEASANT S.C 29464
(843) 568-1650 Fax.(843) 856-7310
dave.kaufmann@gmail

Estimate Cost Report by Area

Customer Information		Project Information	
Cris Thronley	Cust# 790	Proj Name Water damage	Project# 1136
1515 Cambridge Lakes	Home (843) 469-7854	Proj Type Home Owner	Contact # (843) 568-1650
Mt.Pleasant, SC 29464	Mobile (843) 270-3327	Dave Kaufmann	
Nationwide Ins Co			

Estimate Information Date Tuesday, December 28, 2010

Terms: No Money Down, payment due in full upon completion, Unless other arrangements are made

Description	QTY	U/M	Material	Labor	Subcontract	Equipment	Cost
Cost Summary (Excludes all Markups)			1,084.34	4,847.19	4,923.74	0.00	$10,855.28
Profit & Overhead Summary			220.89	961.40	984.75	0.00	$2,167.04
						Tax	$97.89
						TOTAL	$13,120.21

BOSS DISASTER RESTORATION

P.O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

Insured:	Thornley, Allison	Home	(843) 270-3327
Property:	1515 Cambridge Lakes Mt. Pleasant, SC 29464	Cellular	(843) 469-7854
Claim Rep.:	Joe Miano	Business	(843) 412-3797
Company:	Nationwide	Fax	(866) 563-8956
		E-mail:	mianoj@nationwide.com
Estimator:	Boss Disaster Restoration	Business	(843) 884-2677

Claim Number: 0 **Policy Number: 0** **Type of Loss: Water Damage**

Date Contacted:	12/17/2010		
Date of Loss:	12/17/2010	Date Received	12/17/2010 3:30 PM
Date Inspected:	12/17/2010	Date Entered:	1/10/2011 11:54 AM
Date Est. Completed:	1/10/2011 12:34 PM		
Price List:	SCCH7X_JAN11 Restoration/Service/Remodel		
Estimate:	2011-01-10-1154		

Water came from unit above.

Exhibit B

BOSS DISASTER RESTORATION

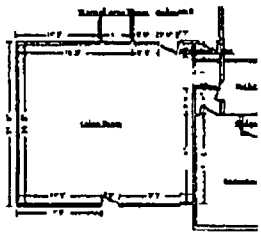
P O. Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

2011-01-10-1154

Main Level

Main Level

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
31. Equipment setup, take down, and monitoring (hourly charge) - set-up @ 1 - Monitoring 12-20, 12-21 12-22 @ 5 ea. (includes drive time) Takedown 12-23-10 @ 1 (includes drive time)	3 50 HR	0.00	37 40	130 90
32 Equip. setup, take down & monitoring - after hrs - monitoring 12-18, 12-19 @ .5 ea. (includes drive time)	1.00 HR	0 00	56.16	56.16
33. Haul debris - per pickup truck load - including dump fees	1.00 EA	87.12	0 00	87 12
34. Content Manipulation charge - per hour - 2 men @ 1 ea. to facilitate removing pad	2.00 HR	0 00	26.47	52.94
Total: Main Level				327.12



Living Room **Height: 9'**

778.56 SF Walls	489.35 SF Ceiling
1,267.91 SF Walls & Ceiling	489.35 SF Floor
54.37 SY Flooring	85 75 LF Floor Perimeter
88.67 LF Ceil. Perimeter	

Missing Wall: 1 - 2' 11" X 6' 8" **Opens into HALL** **Goes to Floor**

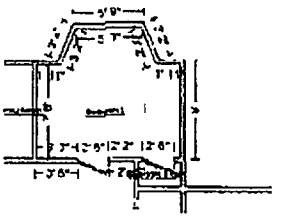
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
6. Water extraction from floor - Weight-assisted	184.00 SF	0.00	0.85	156.40
4. Tear out trim/base and bag for disposal	20.00 LF	0.62	0.00	12 40
3. Tear out wet carpet pad and bag for disposal - 23x8 -	184.00 SF	0 34	0.00	62.56
28 Lift carpet for drying	184.00 SF	0.00	0.27	49.68
1. Dehumidifier (per 24 hour period) - XLarge - No monitoring - 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0 00	101 25	506 25
2 Air mover (per 24 hour period) - No monitoring - 4 installed 12-17 thru 12-23-10 - billed 5 days	20 00 EA	0.00	27.16	543.20

BOSS DISASTER RESTORATION

P.O Box 731
Isle of Palms SC 29451
Office 843-884-2677
Fax 843-884-0677
Tax ID 57-1048595

CONTINUED - Living Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Living Room				1,330.49

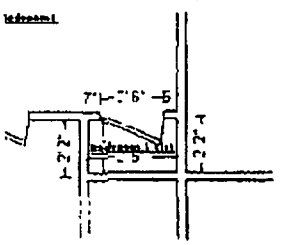


Bedroom1 — **Height: 9'**

377.08 SF Walls
482.25 SF Walls & Ceiling
11.69 SY Flooring
41.90 LF Ceil. Perimeter
105.17 SF Ceiling
105.17 SF Floor
41.90 LF Floor Perimeter

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
5 Water extraction from floor - Weight-assisted	105.17 SF	0.00	0.85	89.39
7 Tear out wet carpet pad and bag for disposal	105.17 SF	0.34	0.00	35.76
27 Lift carpet for drying	105.17 SF	0.00	0.27	28.40
8 Tear out trim/base and bag for disposal	41.90 LF	0.62	0.00	25.98
21. Air mover (per 24 hour period) - No monitoring - 4 installed 12-17 thru 12-23-10 - billed for 5 days	20.00 EA	0.00	27.16	543.20
25 Dehumidifier (per 24 hour period) - XLarge - No monitoring - 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0.00	101.25	506.25

Totals: Bedroom1 1,228.98



Bedroom 1 clst — **Height: 9'**

97.50 SF Walls
104.33 SF Walls & Ceiling
0.76 SY Flooring
10.83 LF Ceil. Perimeter
6.83 SF Ceiling
6.83 SF Floor
10.83 LF Floor Perimeter

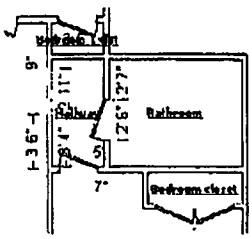
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL

BOSS DISASTER RESTORATION

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CONTINUED - Bedroom 1 clst

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
9 Water extraction from floor - Weight-assisted	6.83 SF	0.00	0.85	5.81
10. Tear out wet carpet pad and bag for disposal	6.83 SF	0.34	0.00	2.32
20 Tear out trim/base and bag for disposal	10.83 LF	0.62	0.00	6.71
Totals: Bedroom 1 clst				14.84



Hallway **Height: 9'**

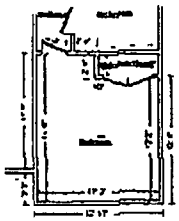
165.06 SF Walls	23.35 SF Ceiling
188.40 SF Walls & Ceiling	23.35 SF Floor
2.59 SY Flooring	17.58 LF Floor Perimeter
20.50 LF Ceil. Perimeter	

Missing Wall: 1 - 2' 11" X 6' 8" **Opens into LIVING** **Goes to Floor**

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
11 Water extraction from floor - Weight-assisted	23.35 SF	0.00	0.85	19.85
29. Lift carpet for drying	23.35 SF	0.00	0.27	6.30
12 Tear out wet carpet pad and bag for disposal	23.35 SF	0.34	0.00	7.94
19. Tear out trim/base and bag for disposal	17.58 LF	0.62	0.00	10.90
23. Air mover (per 24 hour period) - No monitoring - 1 installed 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0.00	27.16	135.80
Totals: Hallway				180.79

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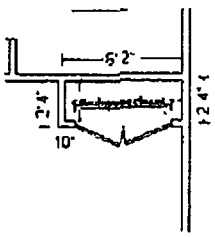


Bedroom **Height: 9'**

481.50 SF Walls	162.85 SF Ceiling
644.35 SF Walls & Ceiling	162.85 SF Floor
18.09 SY Flooring	53.50 LF Floor Perimeter
53.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
13. Water extraction from floor - Weight-assisted	90.00 SF	0.00	0.85	76.50
14. Tear out wet carpet pad and bag for disposal	90.00 SF	0.34	0.00	30.60
30. Lift carpet for drying	90.00 SF	0.00	0.27	24.30
18. Tear out trim/base and bag for disposal	15.00 LF	0.62	0.00	9.30
22. Air mover (per 24 hour period) - No monitoring - 4 installed 12-18 thru 12-23-10 - billed 5 days	20.00 EA	0.00	27.16	543.20
26. Dehumidifier (per 24 hour period) - XLarge - No monitoring - 12-17 thru 12-23-10 - billed 5 days	5.00 EA	0.00	101.25	506.25

Totals: Bedroom 1,190.15



Bedroom closet **Height: 9'**

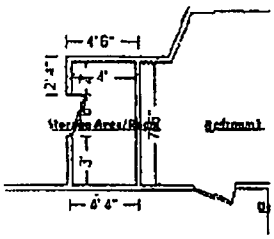
144.00 SF Walls	12.00 SF Ceiling
156.00 SF Walls & Ceiling	12.00 SF Floor
1.33 SY Flooring	16.00 LF Floor Perimeter
16.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15. Water extraction from floor - Weight-assisted	12.00 SF	0.00	0.85	10.20
16. Tear out wet carpet pad and bag for disposal	12.00 SF	0.34	0.00	4.08
17. Tear out trim/base and bag for disposal	16.00 LF	0.62	0.00	9.92

Totals: Bedroom closet 24.20

BOSS DISASTER RESTORATION

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Storage Area/Room **Height: 9'**

207.00 SF Walls	30.00 SF Ceiling
237.00 SF Walls & Ceiling	30.00 SF Floor
3.33 SY Flooring	23.00 LF Floor Perimeter
23.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
24. Dehumidifier (per 24 hour period) - Large - No monitoring - 1 installed 12-17 thru 12-27/- billed 5 days	5.00 EA	0.00	71.00	355.00
Totals: Storage Area/Room				355.00
Total: Main Level				4,651.57
Line Item Totals: 2011-01-10-1154				**4,651.57**

Grand Total Areas:

2,526.69 SF Walls	887.63 SF Ceiling	3,414.32 SF Walls and Ceiling
887.63 SF Floor	98.63 SY Flooring	279.23 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	285.06 LF Ceil. Perimeter
887.63 Floor Area	959.68 Total Area	2,526.69 Interior Wall Area
1,425.64 Exterior Wall Area	142.56 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

BOSS DISASTER RESTORATION

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Summary for Dwelling

Line Item Total				4,651.57
Material Sales Tax	@	7.500% x	28.42	2.13
Replacement Cost Value				**$4,653.70**
Net Claim				**$4,653.70**

Boss Disaster Restoration

BOSS DISASTER RESTORATION

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Recap by Room

Estimate: 2011-01-10-1154

Area:	Main Level	327.12	7.03%
	Living Room	1,330.49	28.60%
	Bedroom1	1,228.98	26.42%
	Bedroom 1 clst	14.84	0.32%
	Hallway	180.79	3.89%
	Bedroom	1,190.15	25.59%
	Bedroom closet	24.20	0.52%
	Storage Area/Room	355.00	7.63%
	Area Subtotal: Main Level	4,651.57	100.00%
Subtotal of Areas		4,651.57	100.00%
Total		4,651.57	100.00%

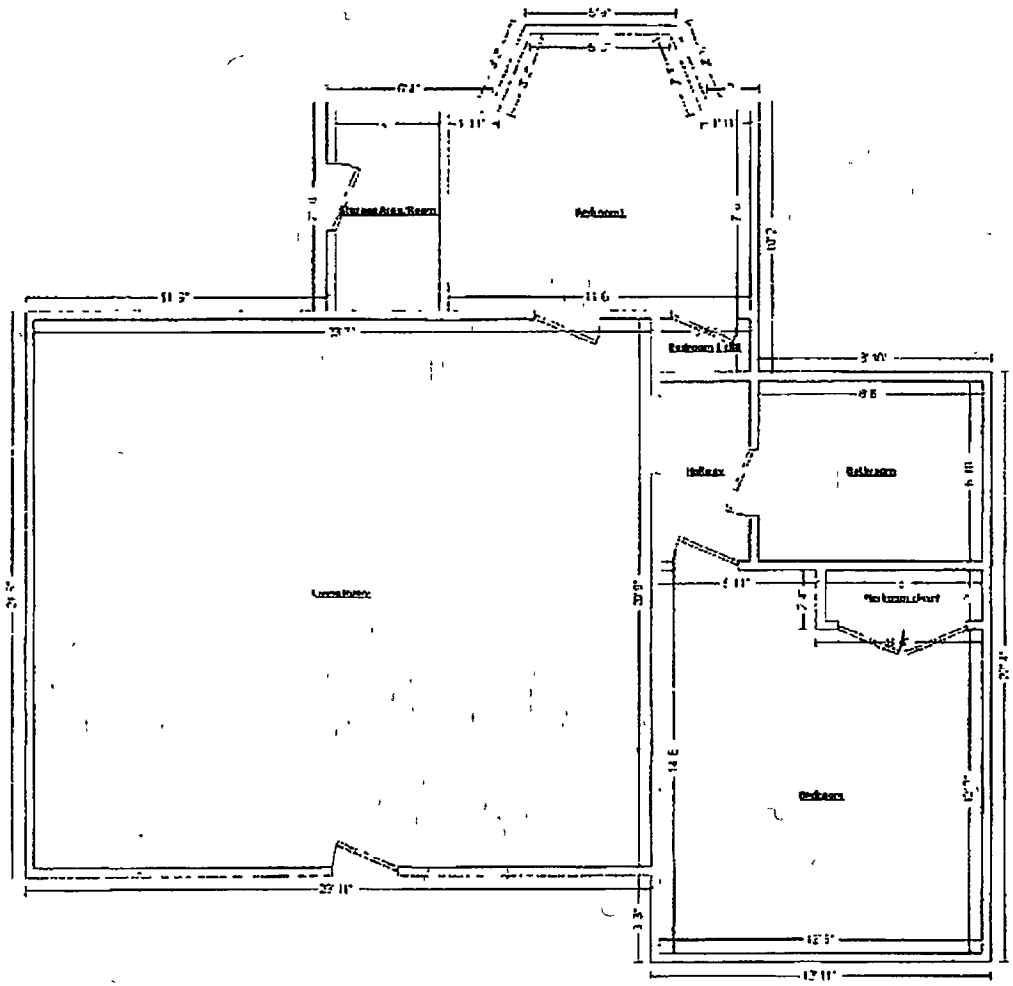
BOSS DISASTER RESTORATION

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Tax ID 57-1048595

Recap by Category

Items			Total	%
CONTENT MANIPULATION			52.94	1.14%
GENERAL DEMOLITION			305.59	6.57%
WATER EXTRACTION & REMEDIATION			4,293.04	92.25%
Subtotal			4,651.57	99.95%
Material Sales Tax	@	7.500%	2.13	0.05%
Total			4,653.70	100.00%

Main Level



Main Level

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Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com

Insured:	ALISON THORNLEY	Home	(843) 270-3327
Property:	1515 CAMBRIDGE LAKES DR MT PLEASAN, SC 29464	Business	( ) -
		Other	(843) 270-3327
Home:	1209 BRIDGEPORT DR MT PLEASANT, SC 29466-7451		
Claim Rep:	Joe Miano	Business:	(843) 412-3797
Business	ONE NATIONWIDE GATEWAY DEPT 5582 DES MOINES, IA 50391-5582	Fax:	(866) 563-8956
Estimator:	Joe Miano	Business:	(843) 412-3797
Business:	ONE NATIONWIDE GATEWAY DEPT 5582 DES MOINES, IA 50391-5582		

Claim Number: 6139901626UO10121701 **Policy Number:** 901626 **Type of Loss:** WATER DAMAGE NON WEATHER RELATED

Date Contacted	12/17/2010		
Date of Loss:	12/17/2010	Date Received:	12/17/2010
Date Inspected:	12/17/2010	Date Entered:	12/21/2010 12:06 PM
Date Est. Completed:	1/10/2011 3:57 PM		
Price List:	SCCH7X_DEC10 Restoration/Service/Remodel		
Estimate	ALISON_THORNLEY		

Exhibit C

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One Nationwide Gateway Dept 5582
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Cell 843-412-3797 Fax 1-866-563-8956
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Dear Valued Customer,

Please refer to the enclosed itemized estimate. This estimate contains our valuation of the damages for the reported loss and was prepared using reasonable and customary prices for your geographic area. If this document contains estimated structural repairs and you choose to hire a contractor, please provide this estimate to them.

If any hidden, or additional damage, and/or damaged items, are discovered, please contact me or have your contractor or vendor contact me immediately. Coverage for the hidden or additional damages and/or damaged items, would need to be determined, and may require an inspection/re-inspection, before any supplemental payment would be authorized. Please do not destroy, or discard any of the hidden, or additional damages, and/or damaged items, until we have had an opportunity to review the hidden or additional damages and/or damaged items, and have reached an agreement with you on any supplemental cost.

If you, your contractor, or vendor determine that there are additional building fees and/or permits associated with the estimated repairs, that may not be included in this estimate, please contact me immediately so that I may review and make a determination as to the appropriate payment.

If a mortgage company is included on your claim payment check, please contact the mortgage company to discuss how to handle the proceeds of this payment.

Thank you for allowing Nationwide Mutual Insurance Company to serve your insurance needs. Please contact me at the numbers listed above if you have any questions regarding this estimate or any other matter pertaining to your claim.

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ALISON_THORNLEY

ALISON_THORNLEY

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. Floor Covering - Carpet (Bid Item)	1.00 EA	0.00	10,620.83	10,620.83

See attached approved itemized contractor estimate to repair water damage to the condo interior. Includes breakdown for labor, materials & tax. Vendor total is $13,120.21 including O&P.

Condo is 11 years old condition very good. Damaged interior trim portion being replaced is $345.75 and is depreciated 11% or $38.03.

Interior paint was new in preparation for new tenant who recently moved in, so no paint depreciation. Only damaged portions repainted or retextured.

Carpet is age 1 1/2 years old condition very good quality above average. It is being replaced w/ the same carpet from the same original vendor to match existing. The carpet portion is $3,551.60 with 10% depreciation of 355.16 taken based on quality, age and condition.

Total: ALISON_THORNLEY 10,620.83

ALE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
2. LOSS OF RENT	1.00 MO	0.00	1,150.00	1,150.00

Agreed allowance of 1 month lost rent being paid under loss of use coverage. Owners actually lost the entire month of rent during the mitigation and repairs.

Totals: ALE 1,150.00

Line Item Totals: ALISON_THORNLEY 11,770.83

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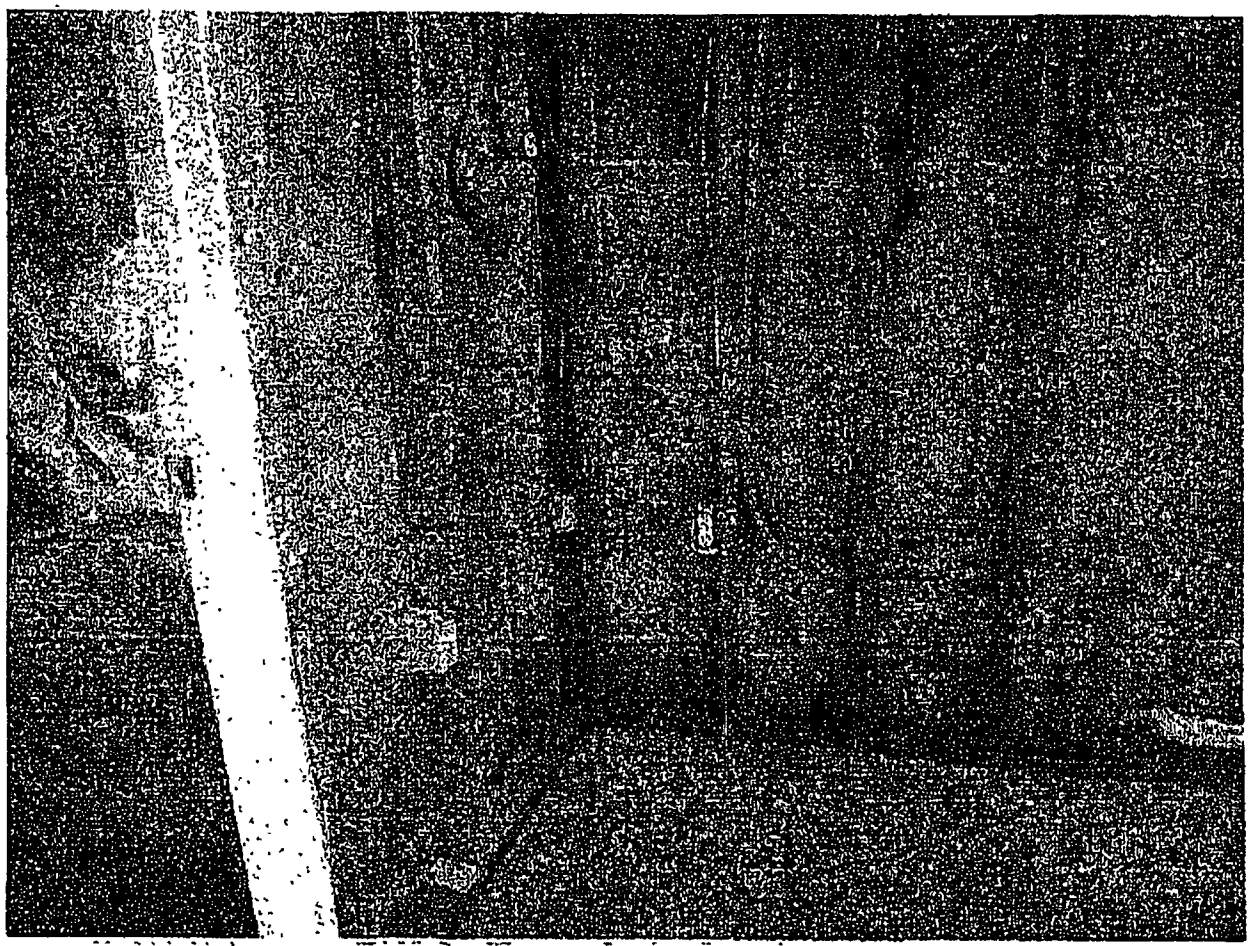
Summary for Dwelling

Line Item Total				11,770.83
Material Sales Tax	@	7.500% x	4,169.00	312.68
Subtotal				12,083.51
Overhead	@	10.0% x	10,933.51	1,093.35
Profit	@	10.0% x	10,933.51	1,093.35
Replacement Cost Value				**$14,270.21**
Less Depreciation				(404.77)
Actual Cash Value				**$13,865.44**
Less Deductible				(1,000.00)
Net Claim				**$12,865.44**
Total Recoverable Depreciation				404.77
Net Claim if Depreciation is Recovered				**$13,270.21**

Joe Miano

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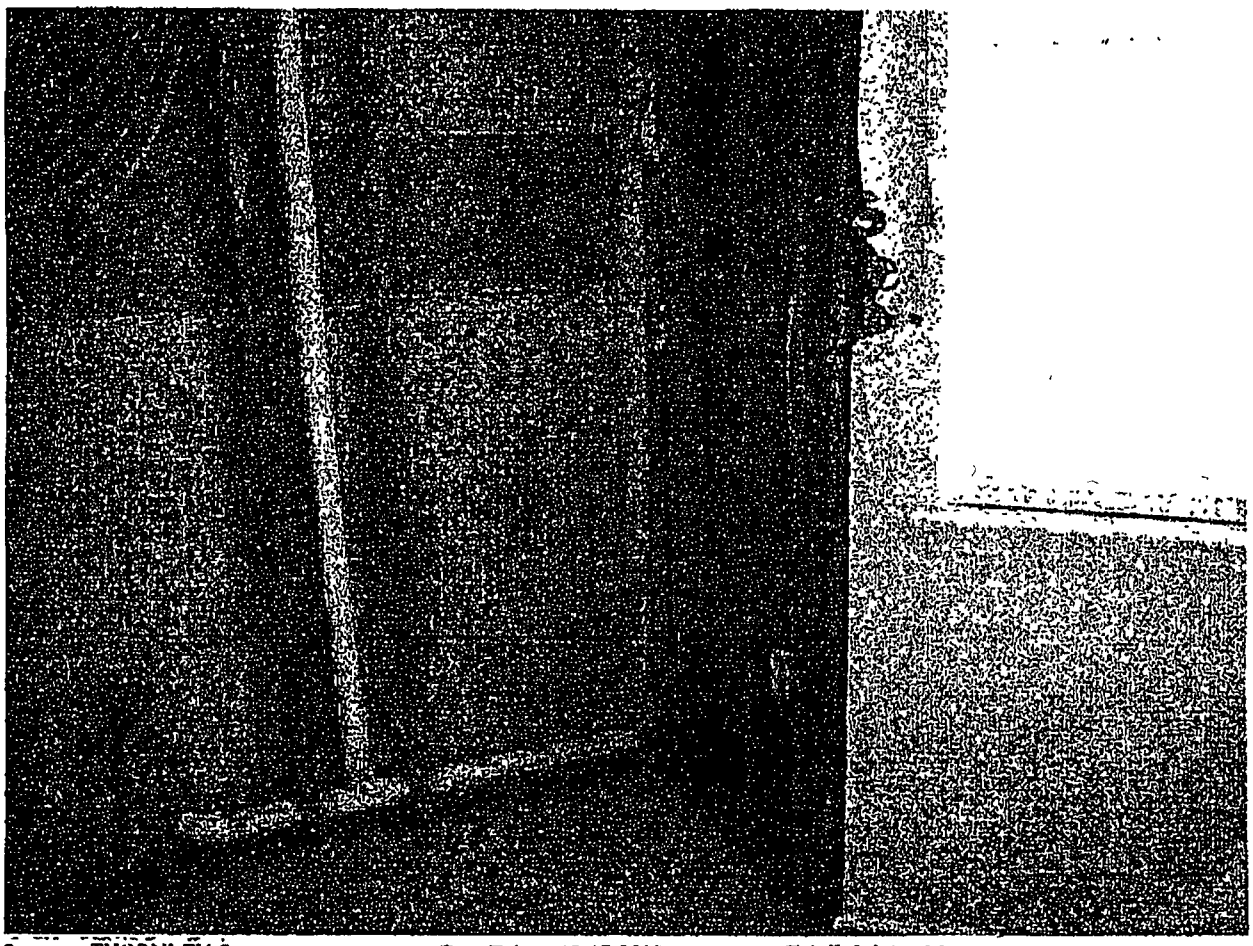
Joe Miano
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Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



1 THORNLEY-1 Date Taken: 12/17/2010 Taken By: Joe Miano

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2 THORNLEY-2 Date Taken. 12/17/2010 Taken By: Joe Miano

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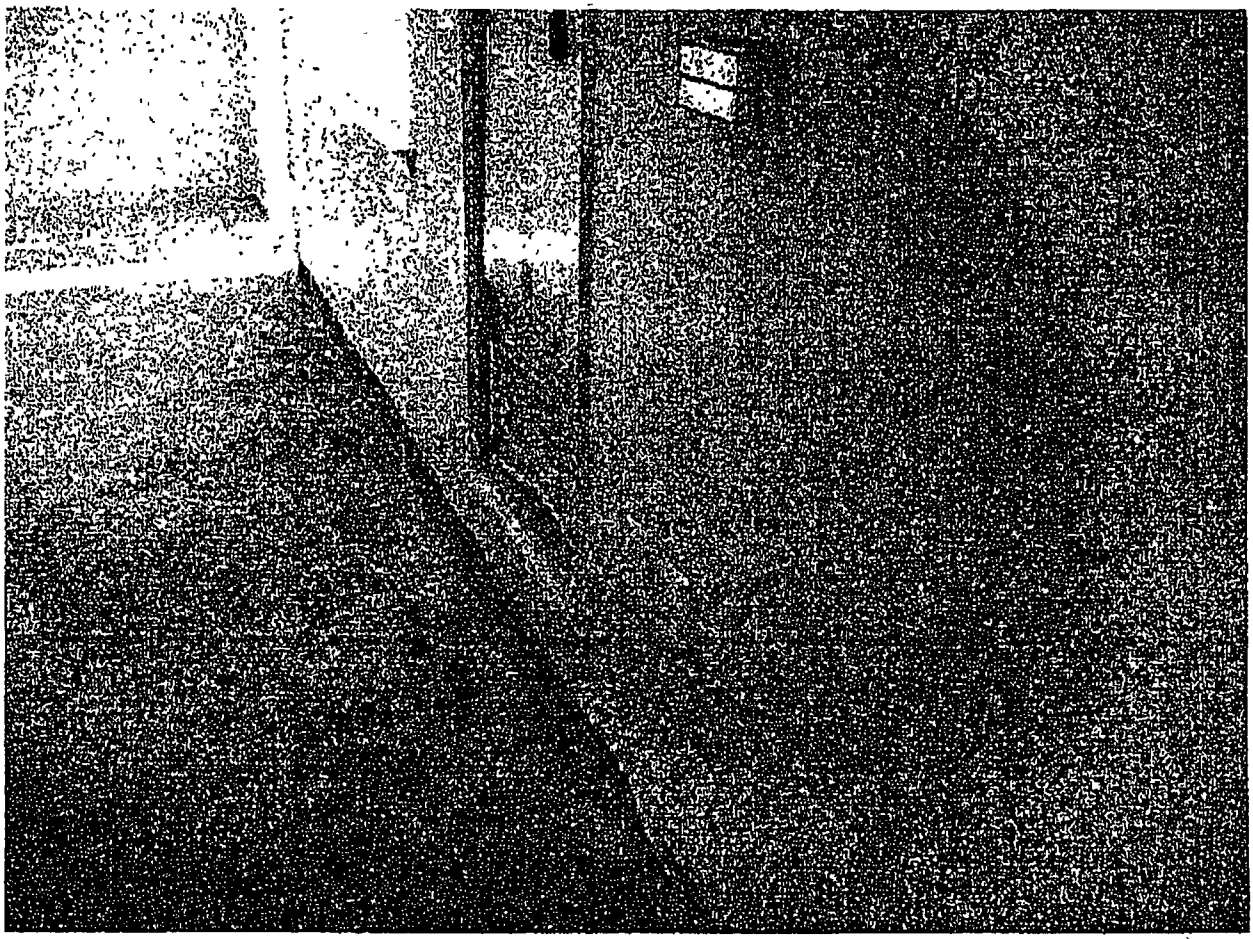
Joe Miano
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3 THORNLEY-3 Date Taken: 12/17/2010 Taken By. Joe Miano

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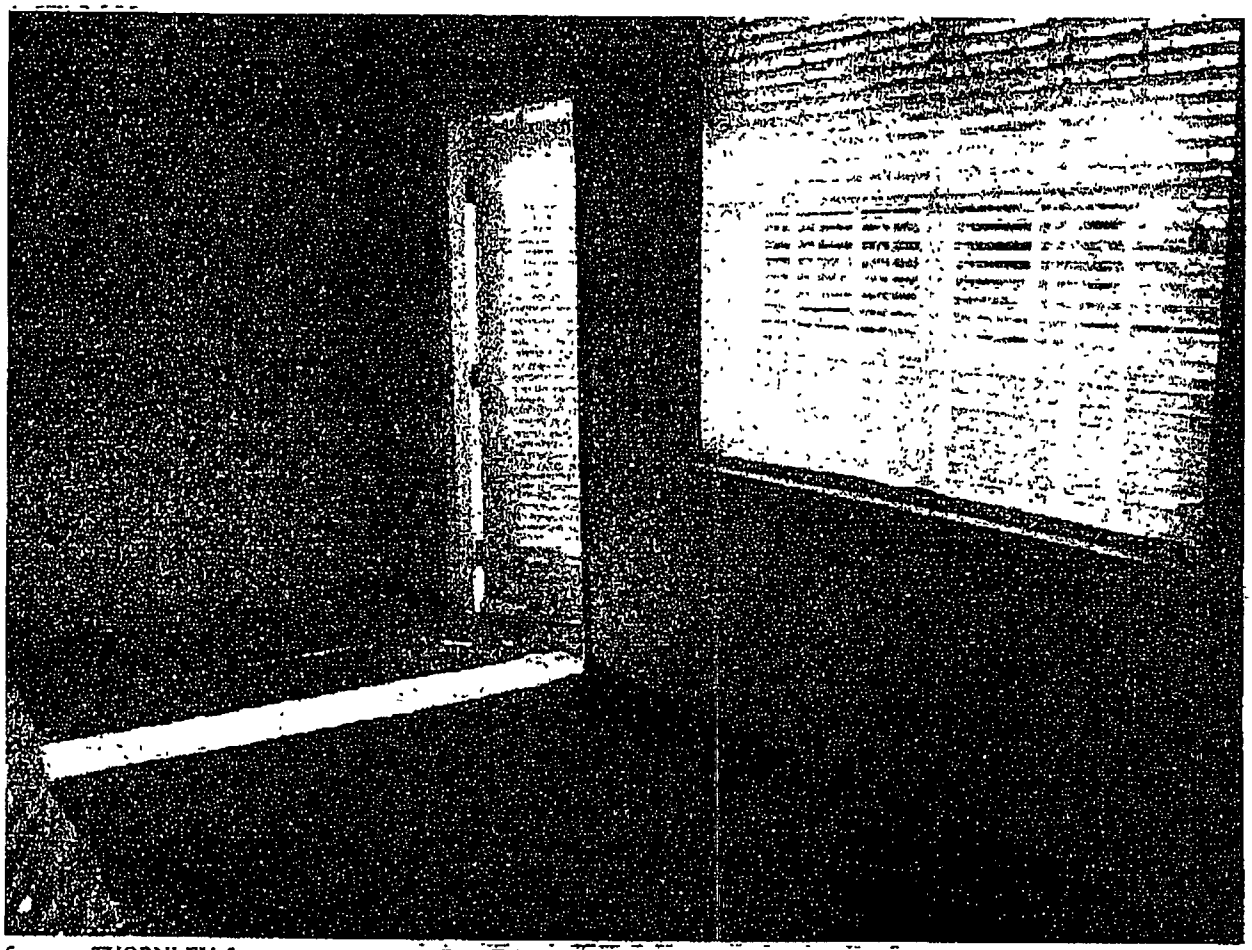
Joe Miano
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4 THORNLEY-4 Date Taken: 12/17/2010 Taken By: Joe Miano

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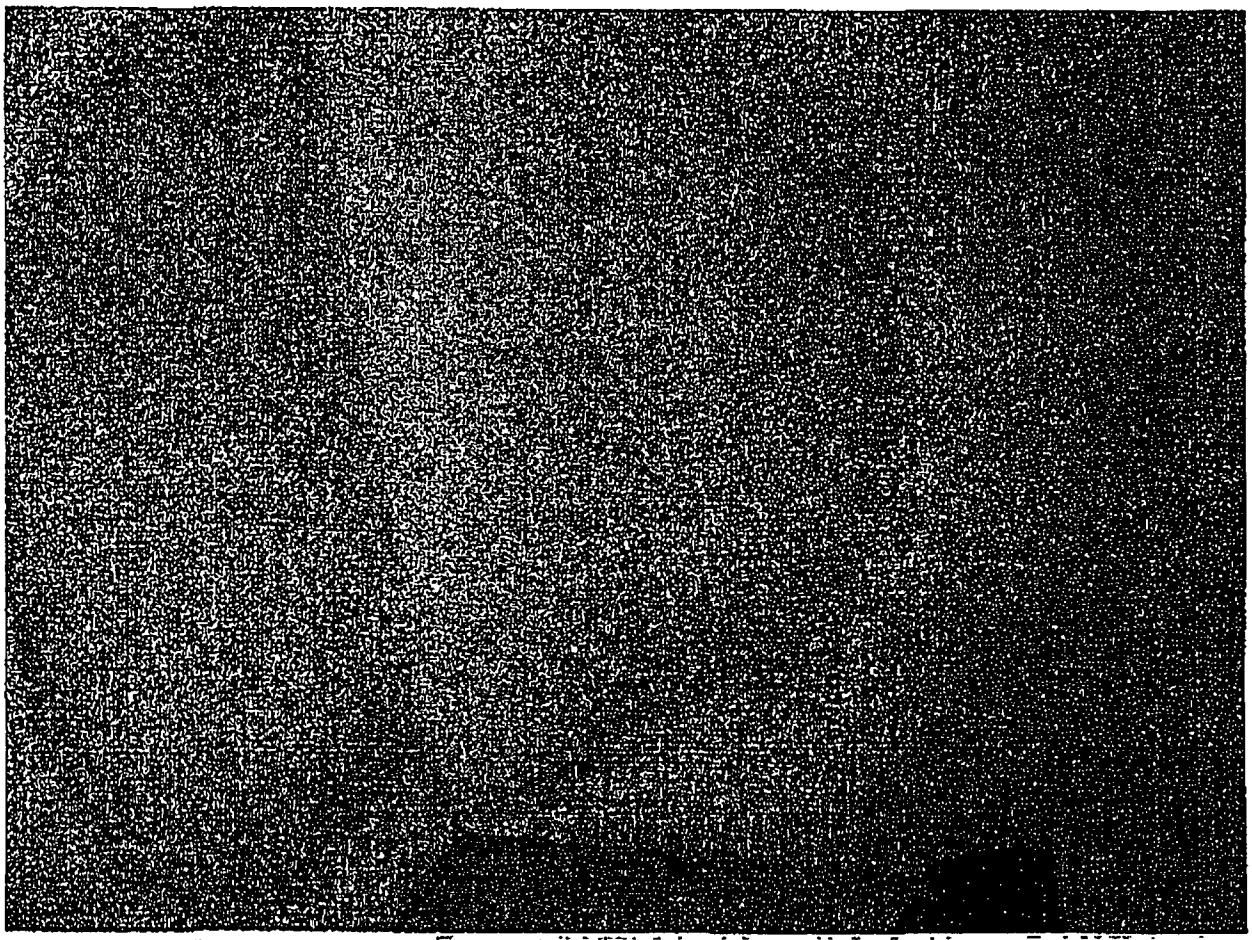
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5 THORNLEY-5 Date Taken: 12/17/2010 Taken By: Joe Miano

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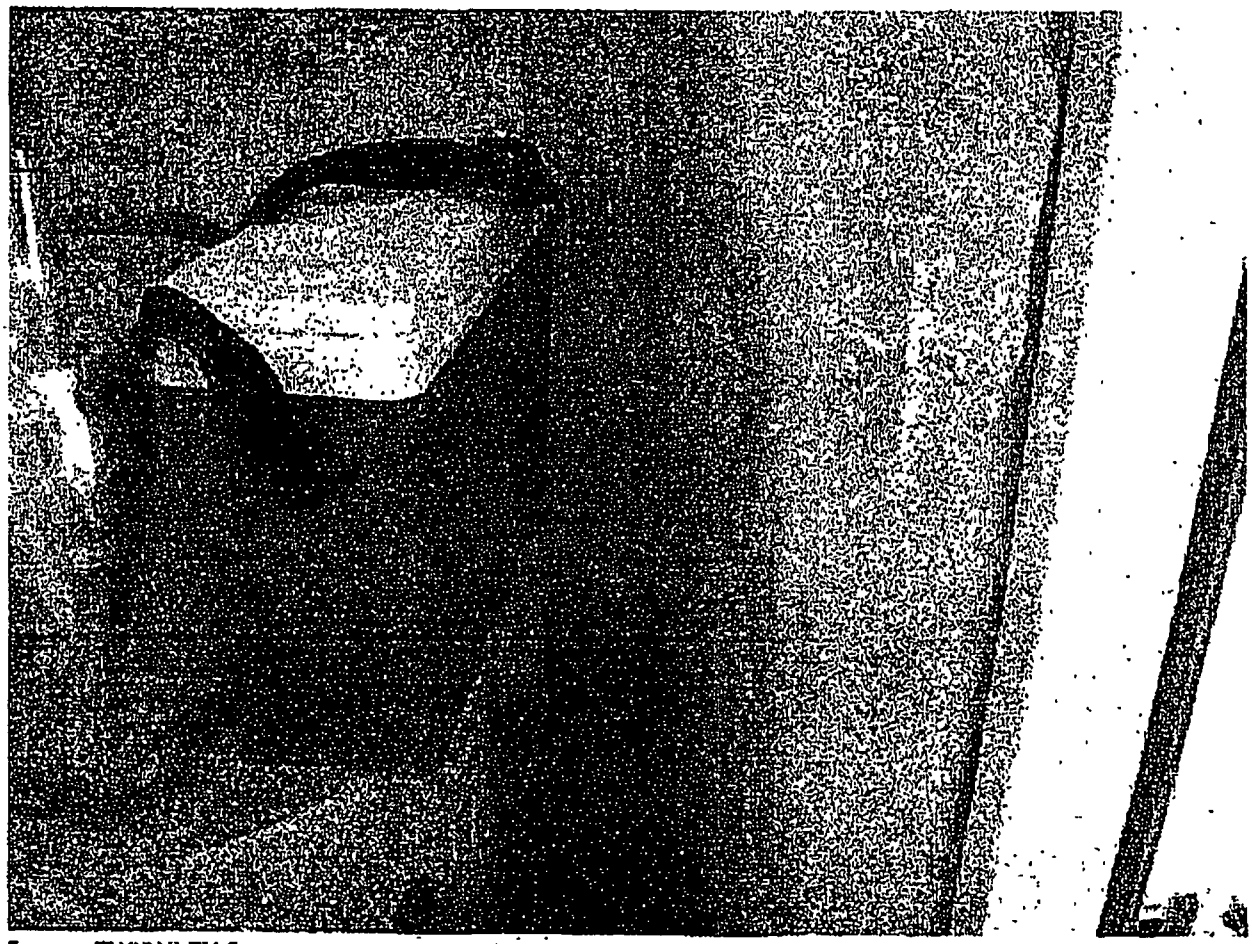
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6 THORNLEY-6 Date Taken: 12/17/2010 Taken By: Joe Miano

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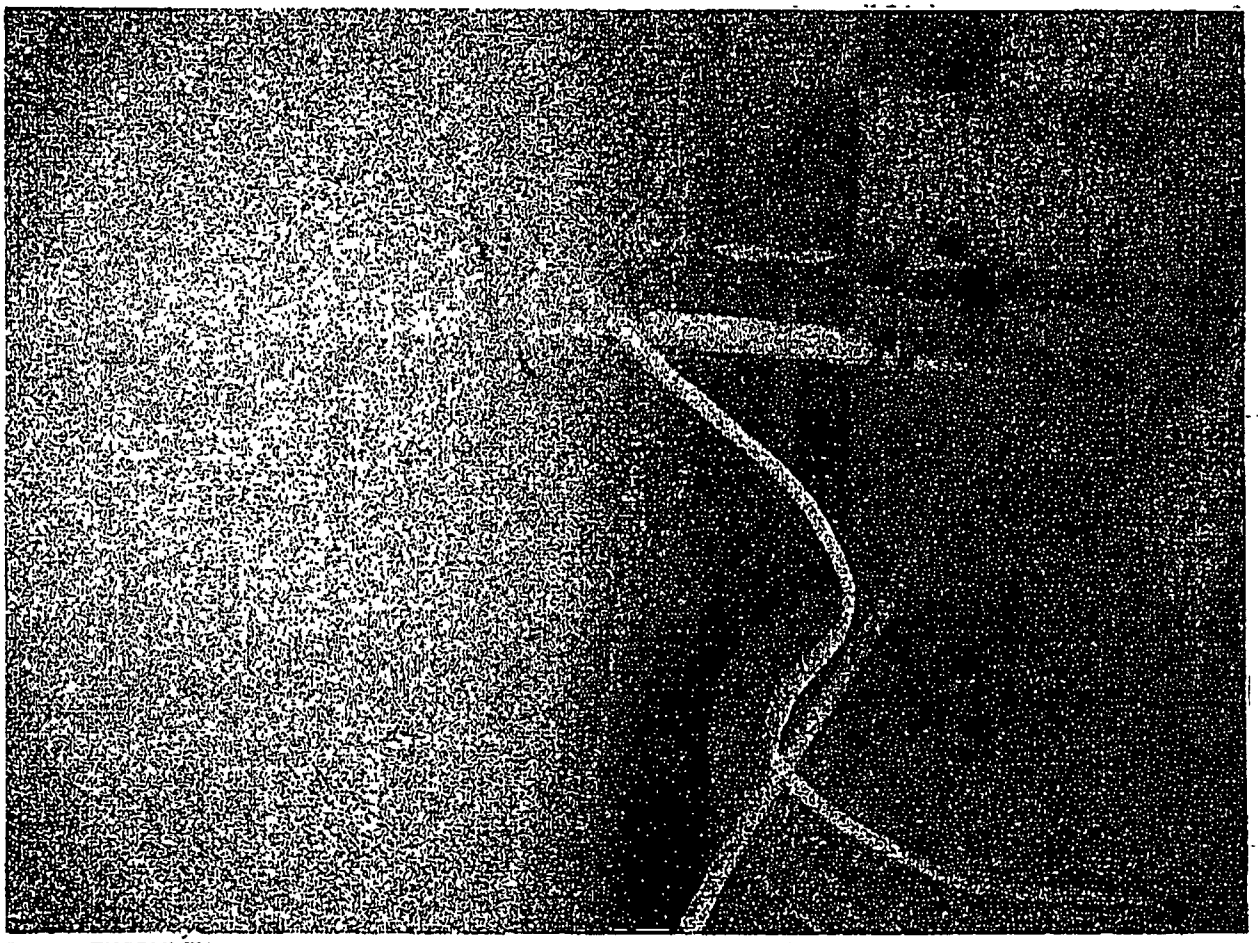
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7 THORNLEY-7 Date Taken: 12/17/2010 Taken By: Joe Miano

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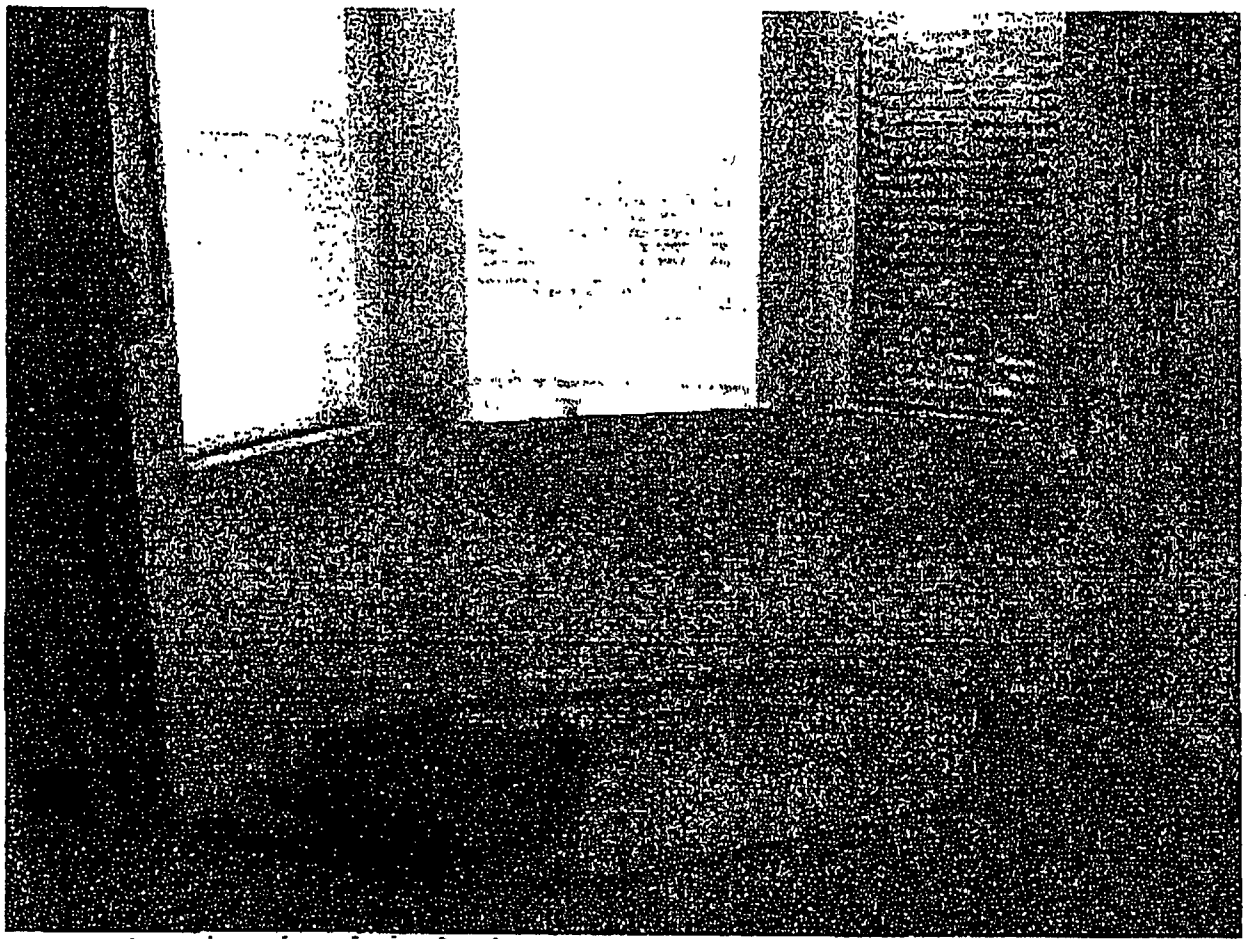
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8 THORNLEY-8 Date Taken: 12/17/2010 Taken By: Joe Miano

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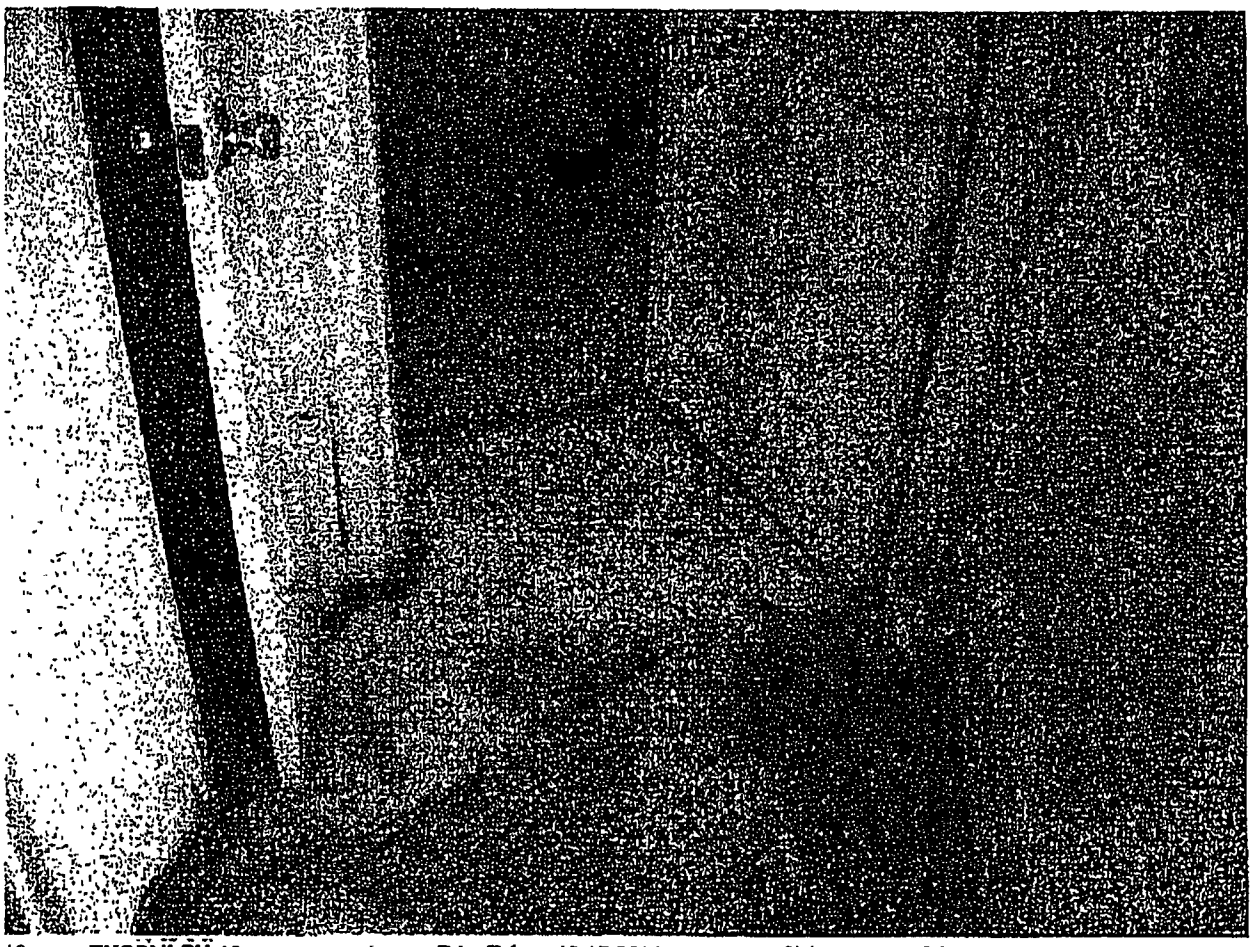
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9 THORNLEY-9 Date Taken: 12/17/2010 Taken By: Joe Miano

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10 THORNLEY-10 Date Taken: 12/17/2010 Taken By: Joe Miano

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11 THORNLEY-11 Date Taken: 12/17/2010 Taken By: Joe Miano

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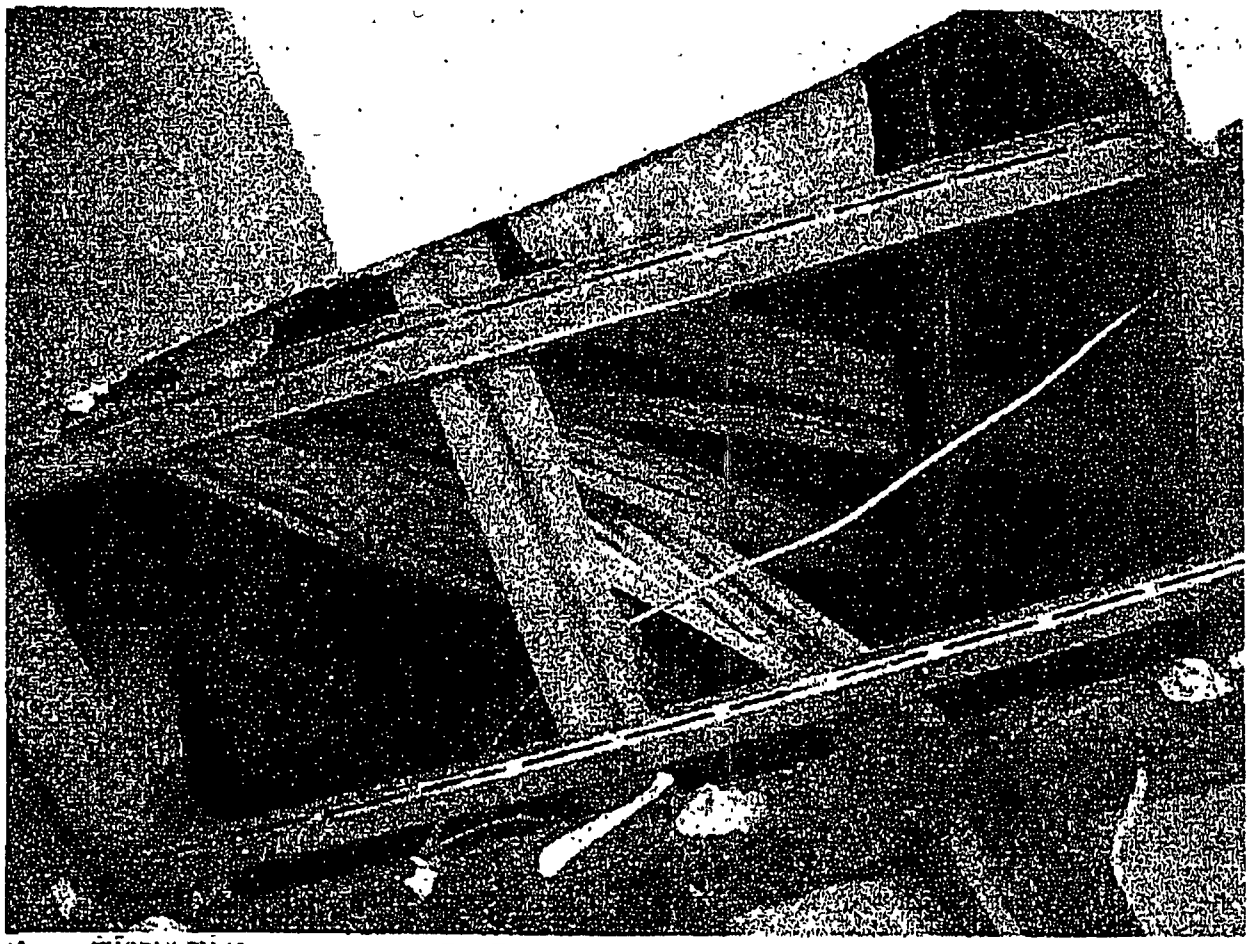
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12 THORNLEY-12 Date Taken: 12/17/2010 Taken By: Joe Miano

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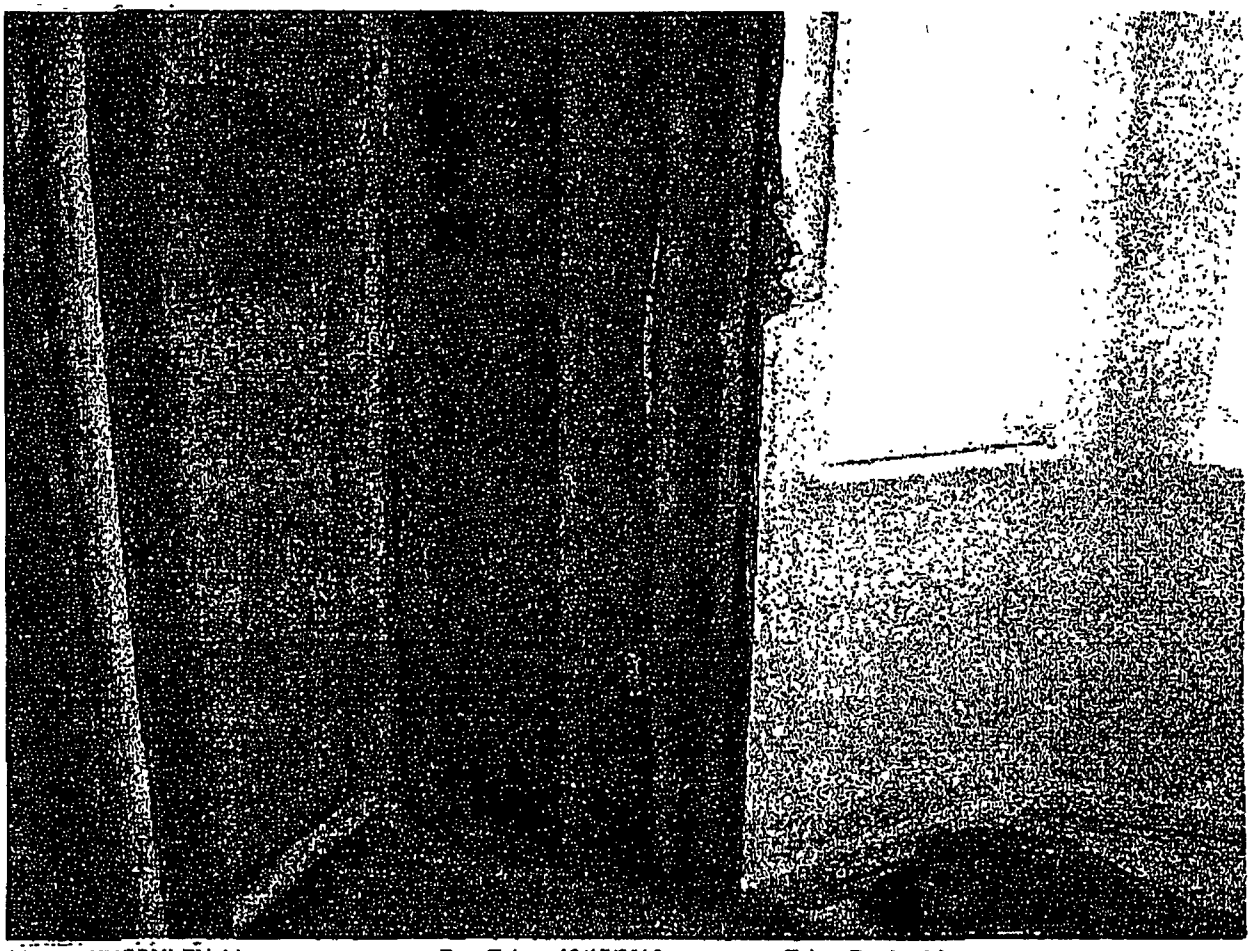
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13 THORNLEY-13 Date Taken: 12/17/2010 Taken By: Joe Miano

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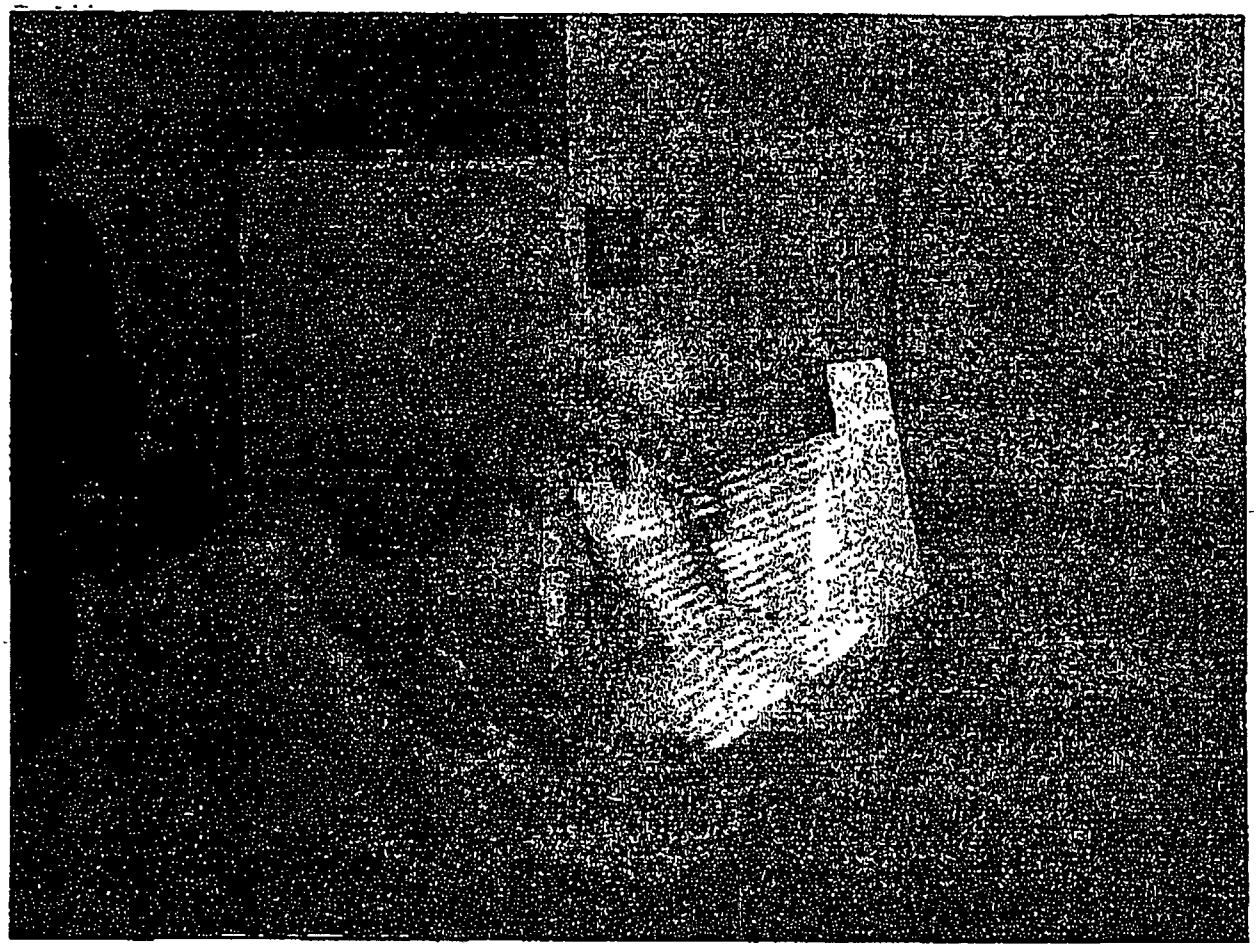
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14-- THORNLEY-14 Date Taken: 12/17/2010 Taken By: Joe Miano

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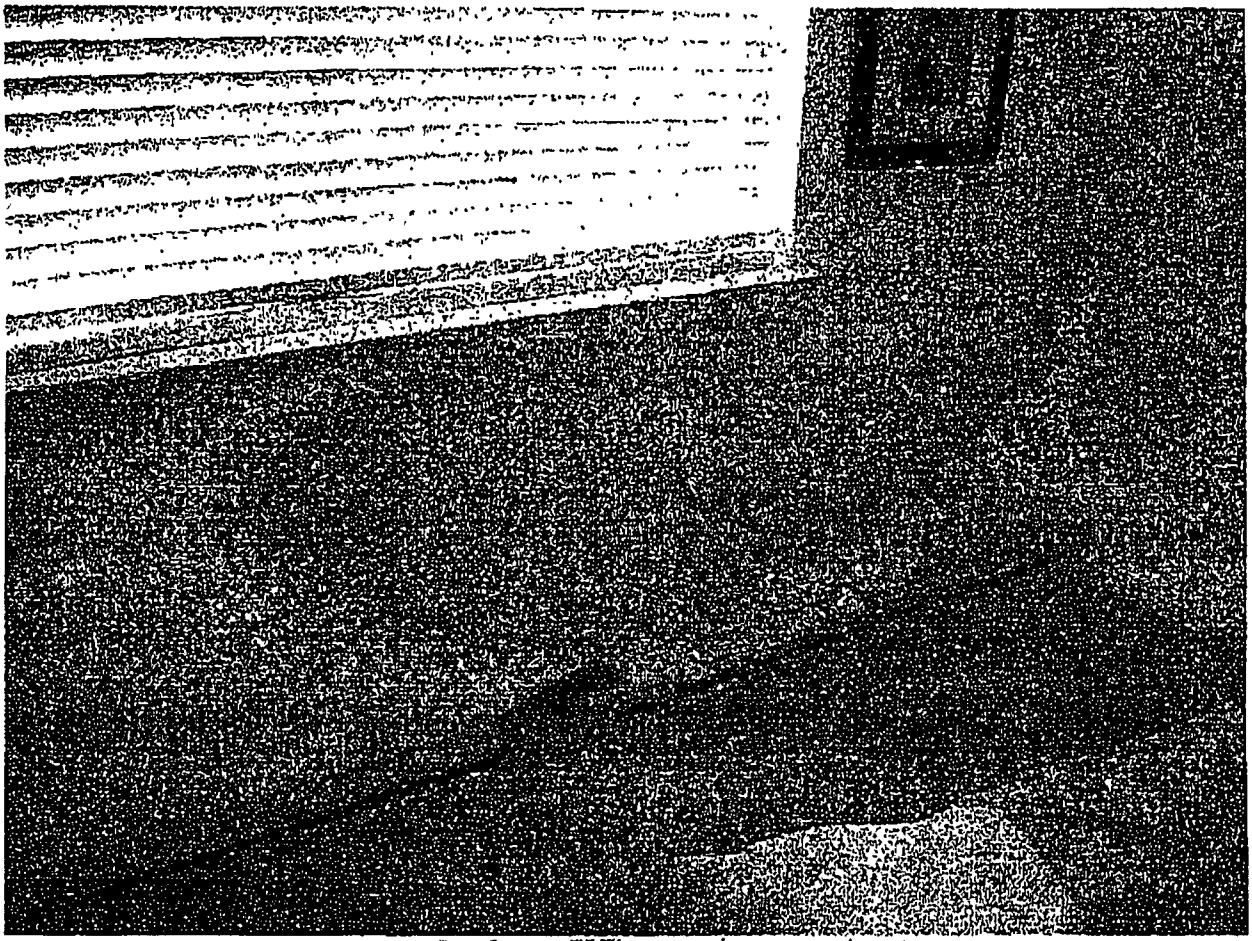
Joe Miano
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15 THORNLEY-15 Date Taken: 12/17/2010 Taken By: Joe Miano

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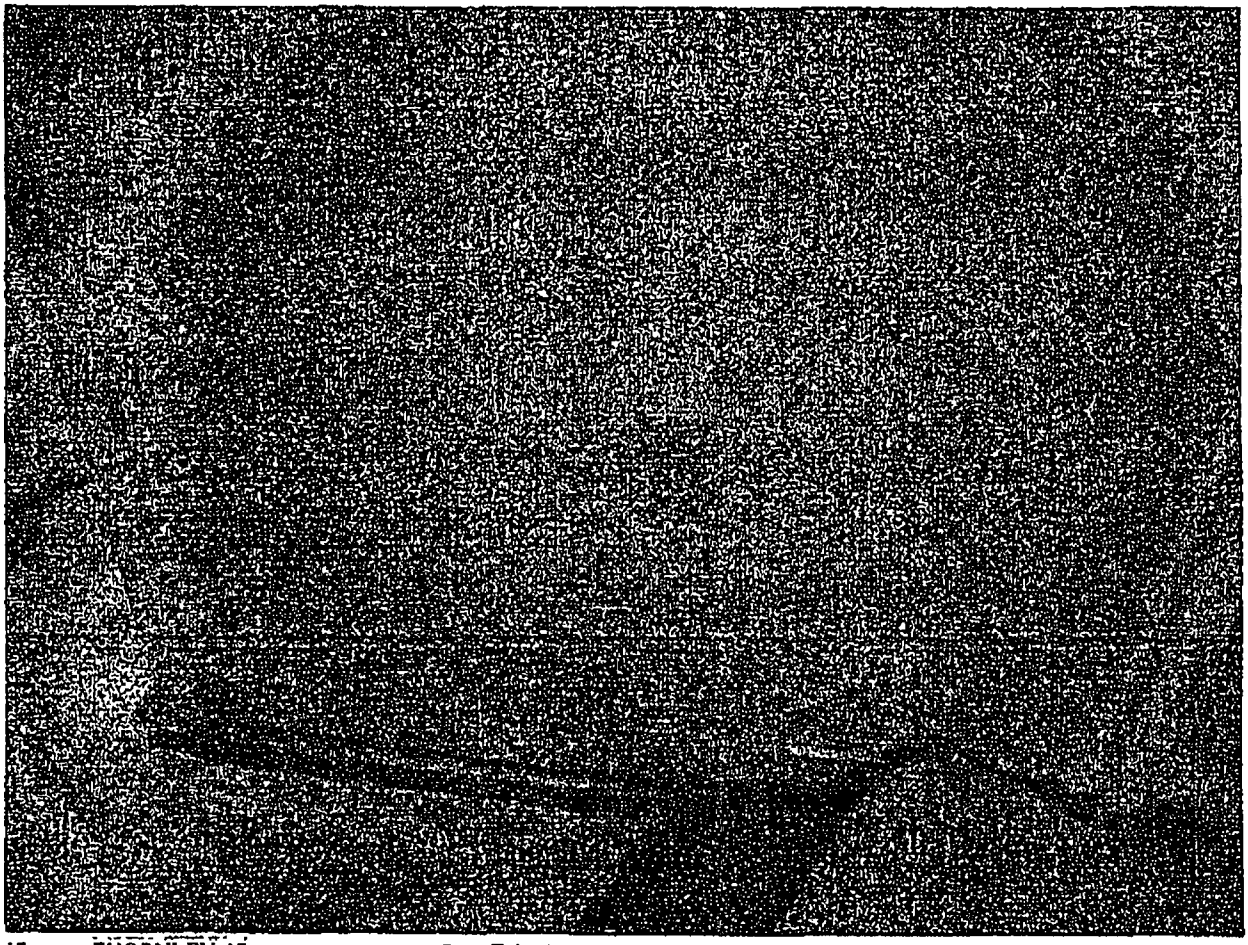
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16 THORNLEY-16 Date Taken: 12/17/2010 Taken By: Joe Miano

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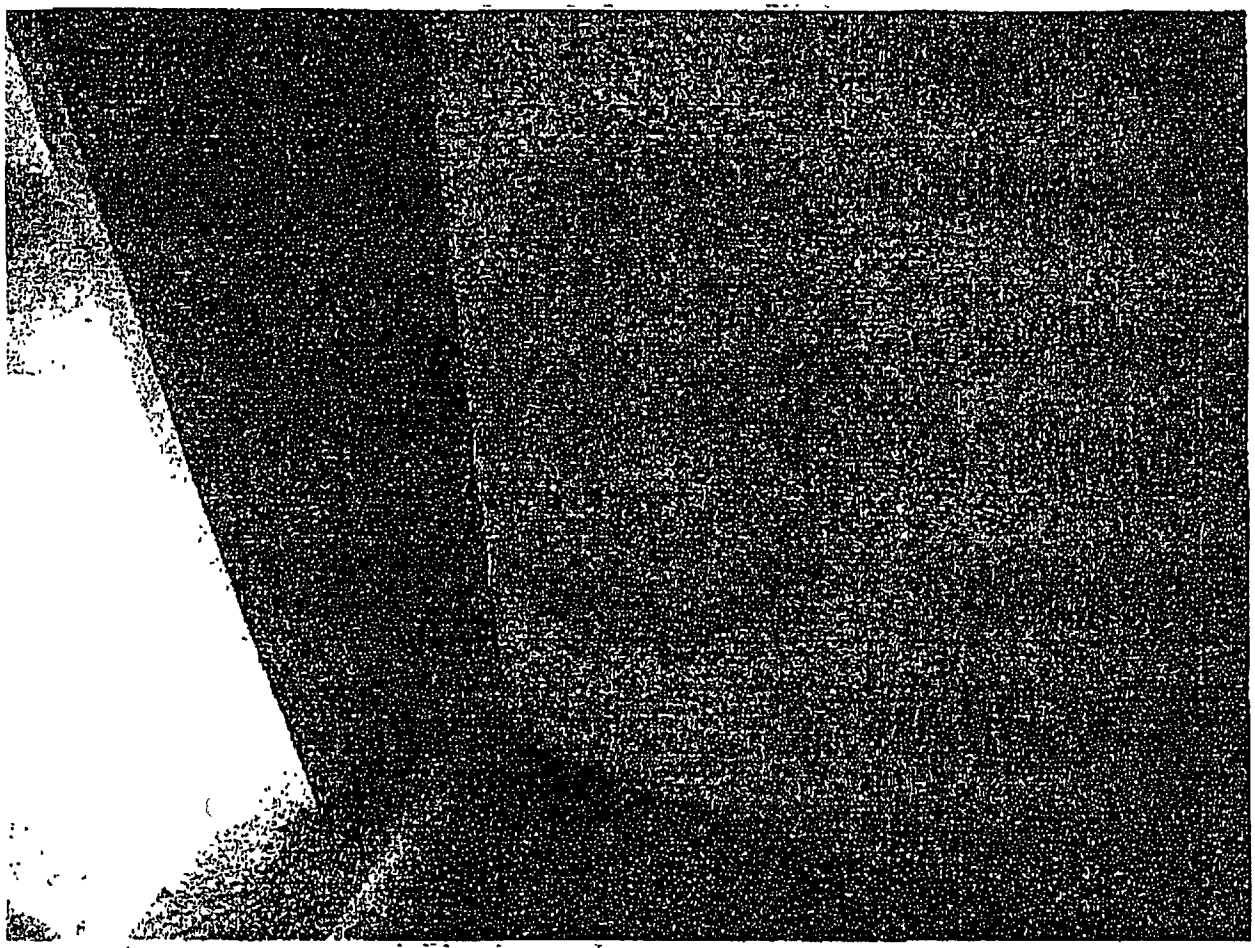
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17 THORNLEY-17 Date Taken: 12/17/2010 Taken By: Joe Miano

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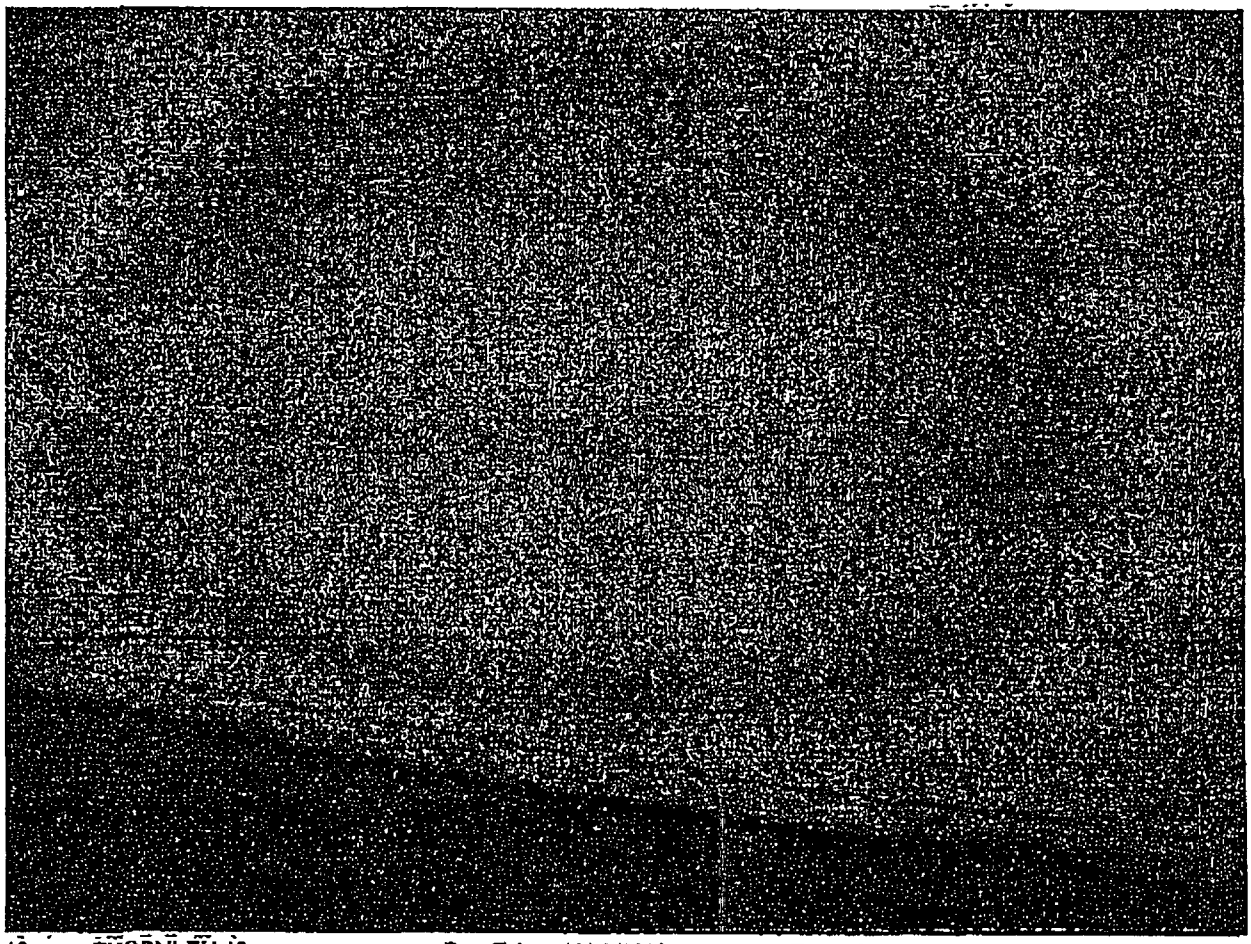
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18 THORNLEY-18 Date Taken: 12/17/2010 Taken By: Joe Miano

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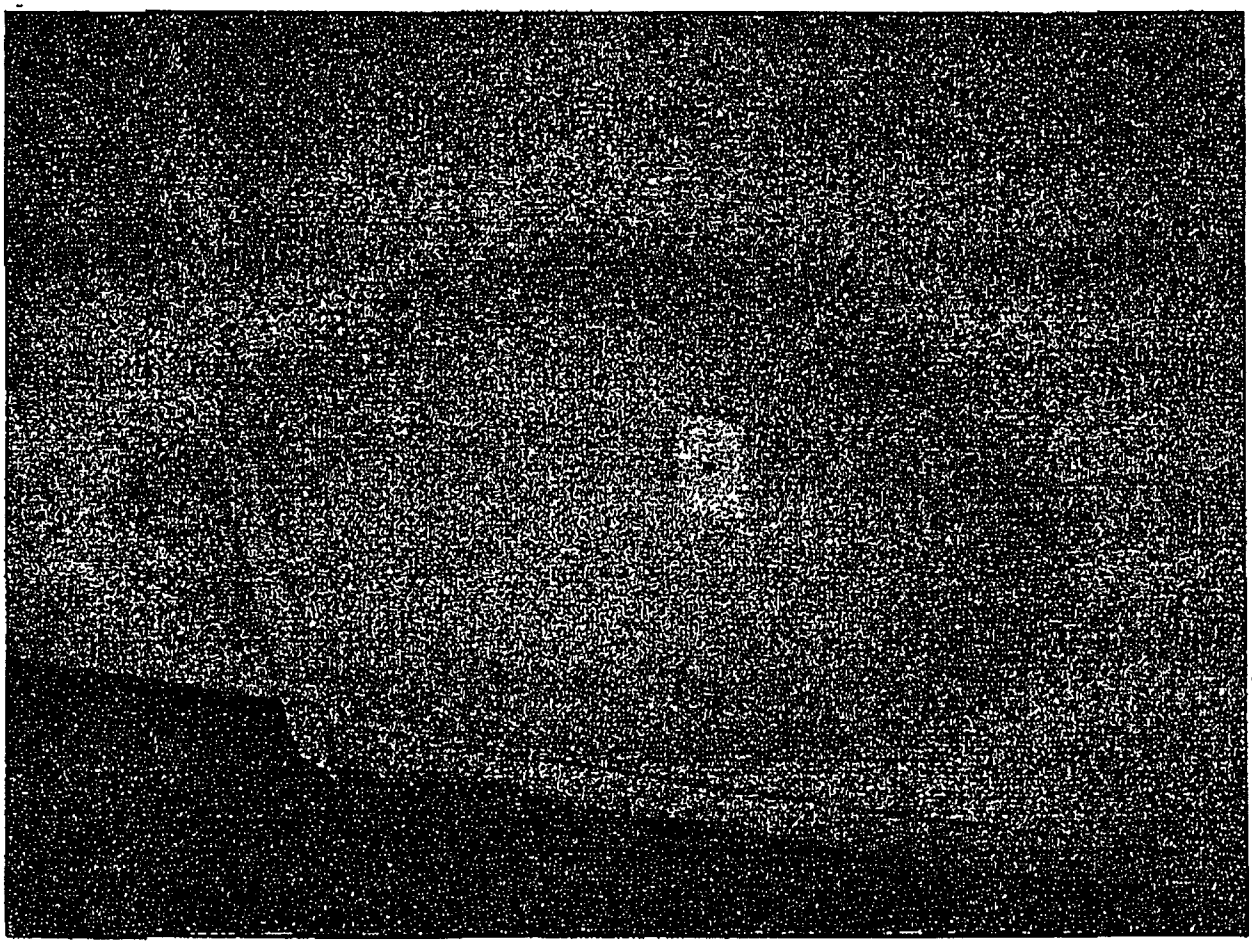
Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



19 THORNLEY-19 Date Taken: 12/17/2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

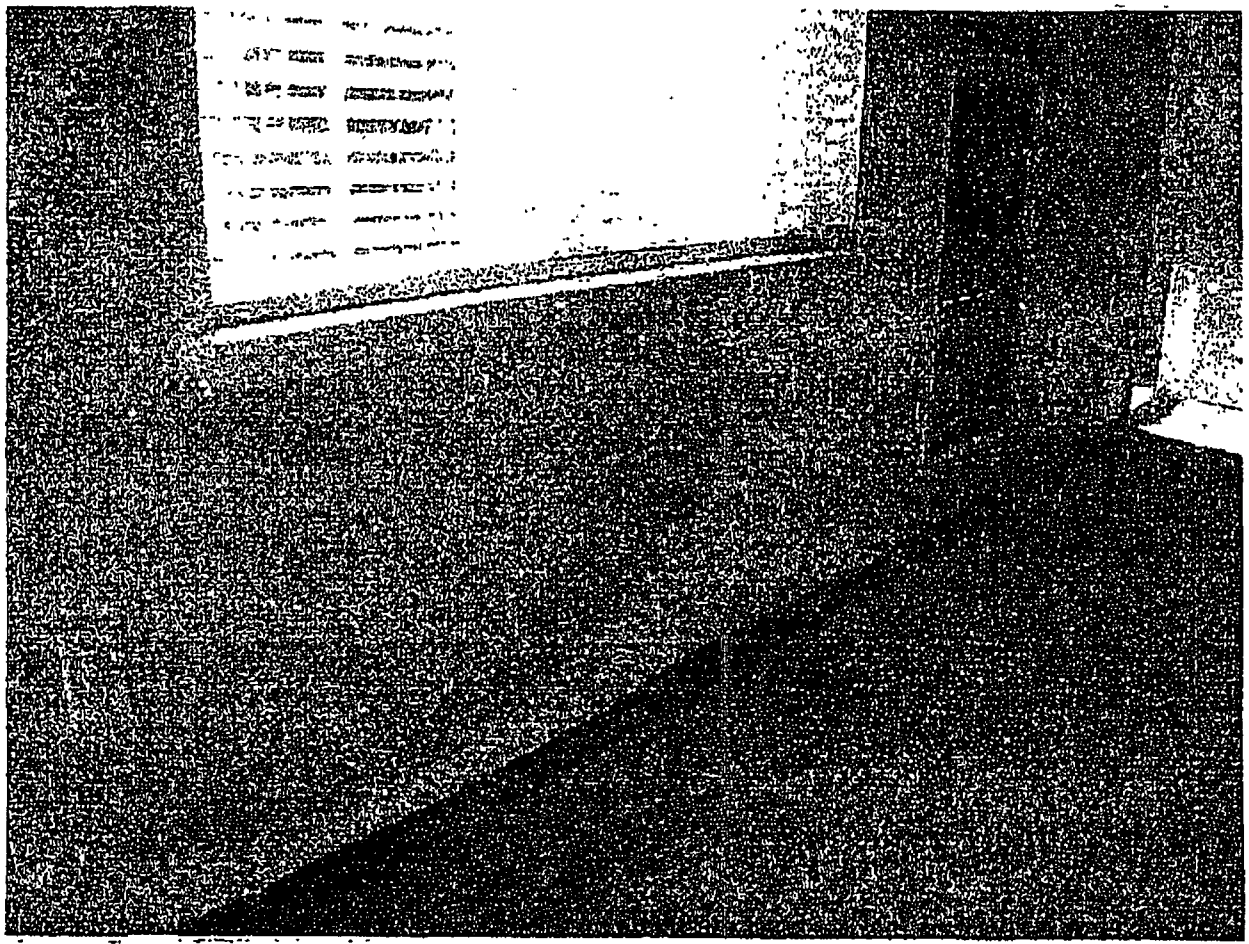
Joe Miano
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Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



20 THORNLEY-20 Date Taken: 12/17/2010 Taken By: Joe Miano

Nationwide Mutual Insurance Company

Joe Miano
One Nationwide Gateway Dept 5582
Des Moines, IA 50391-5582
Cell 843-412-3797 Fax 1-866-563-8956
mianoj@nationwide.com



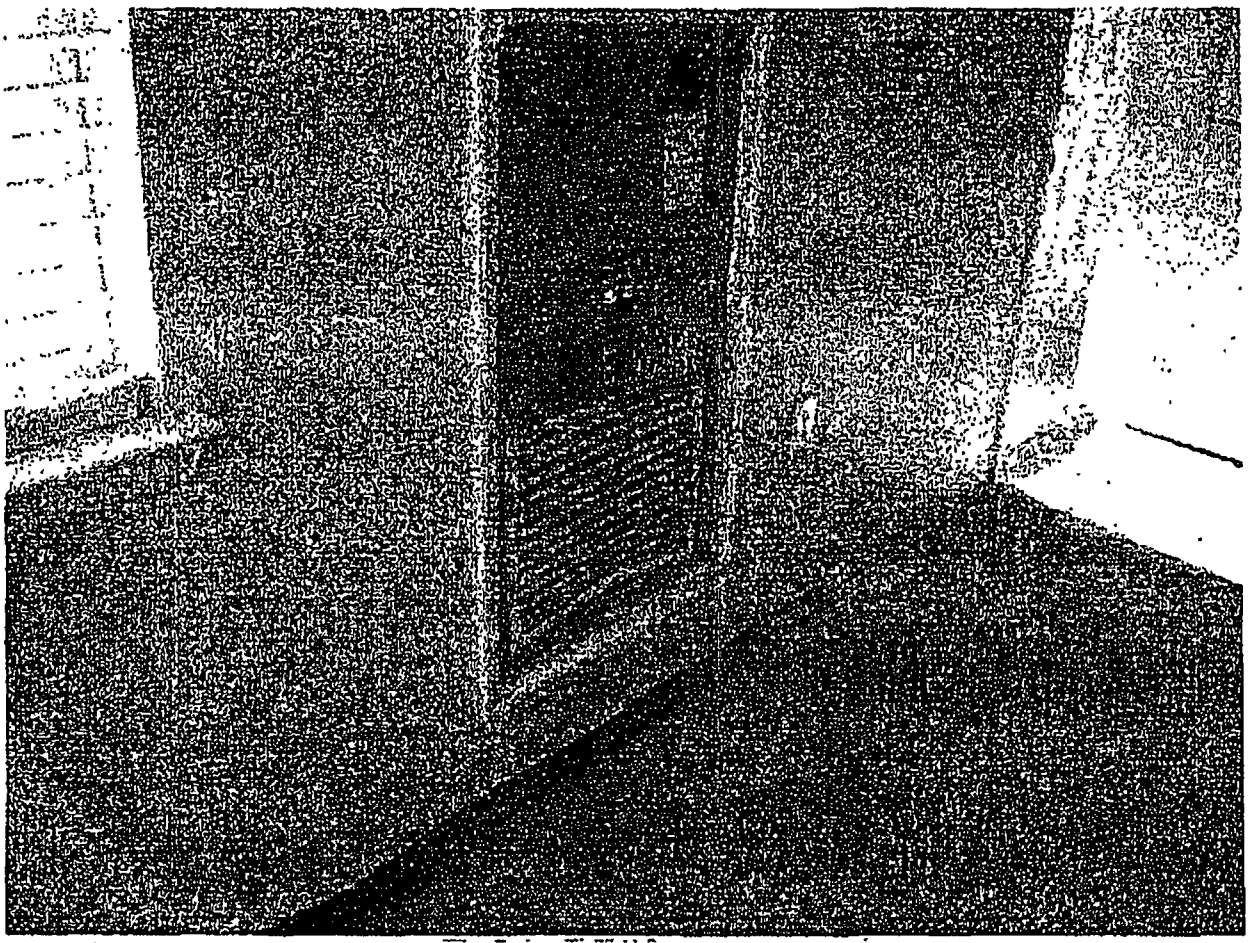
21 THORNLEY-21 Date Taken: 12/17/2010 Taken By Joe Miano

Kpf!N jbop
Pof!Obypox jef!Hbufx bz!Efqu6693
Eft!N pjof t-UB!614: 2.6693
Dfm!954.523 48: 8!!!!Goy!2.977 674.9. 67
n jbopkA obujpox jef/dpn



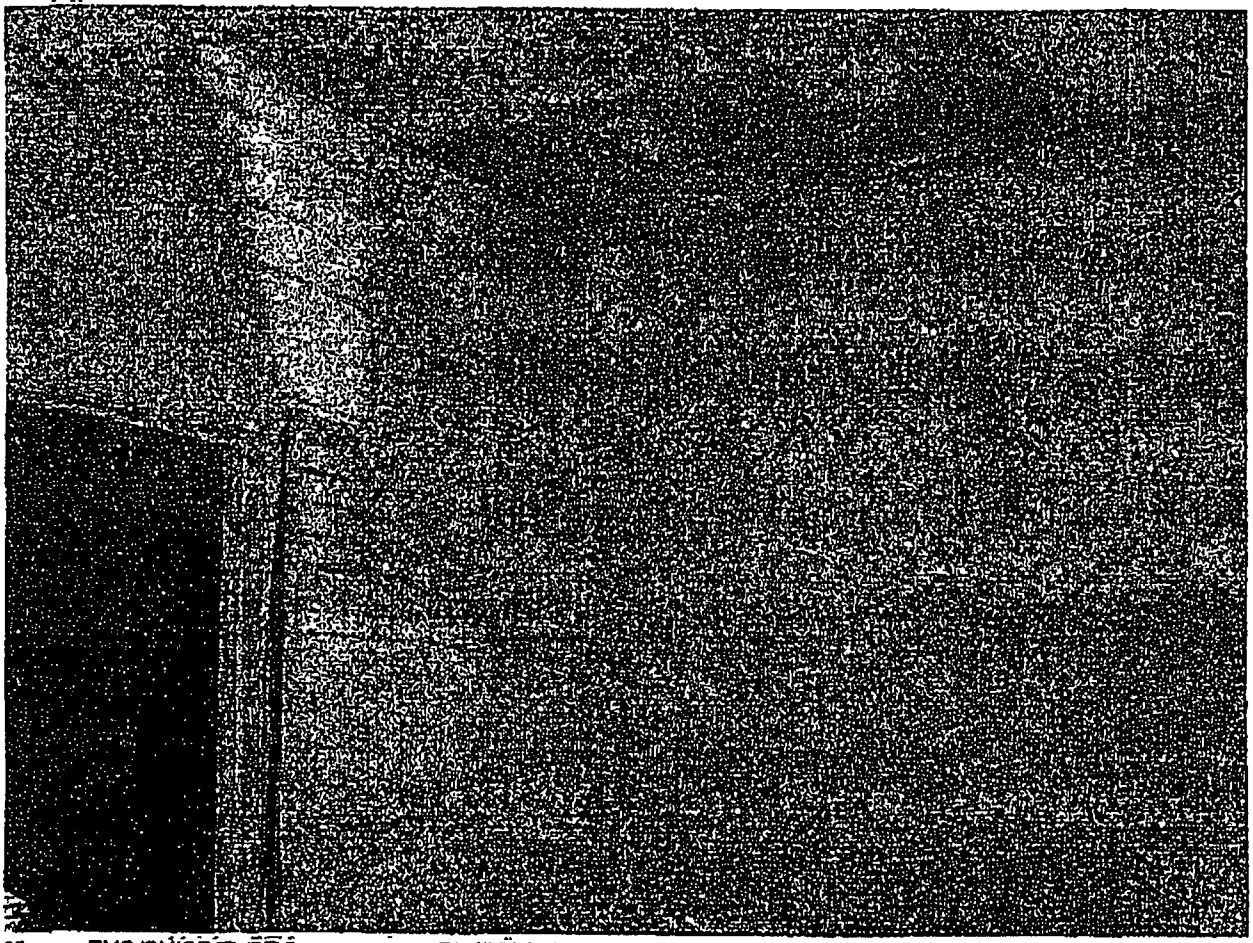
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kpf!IN jbop
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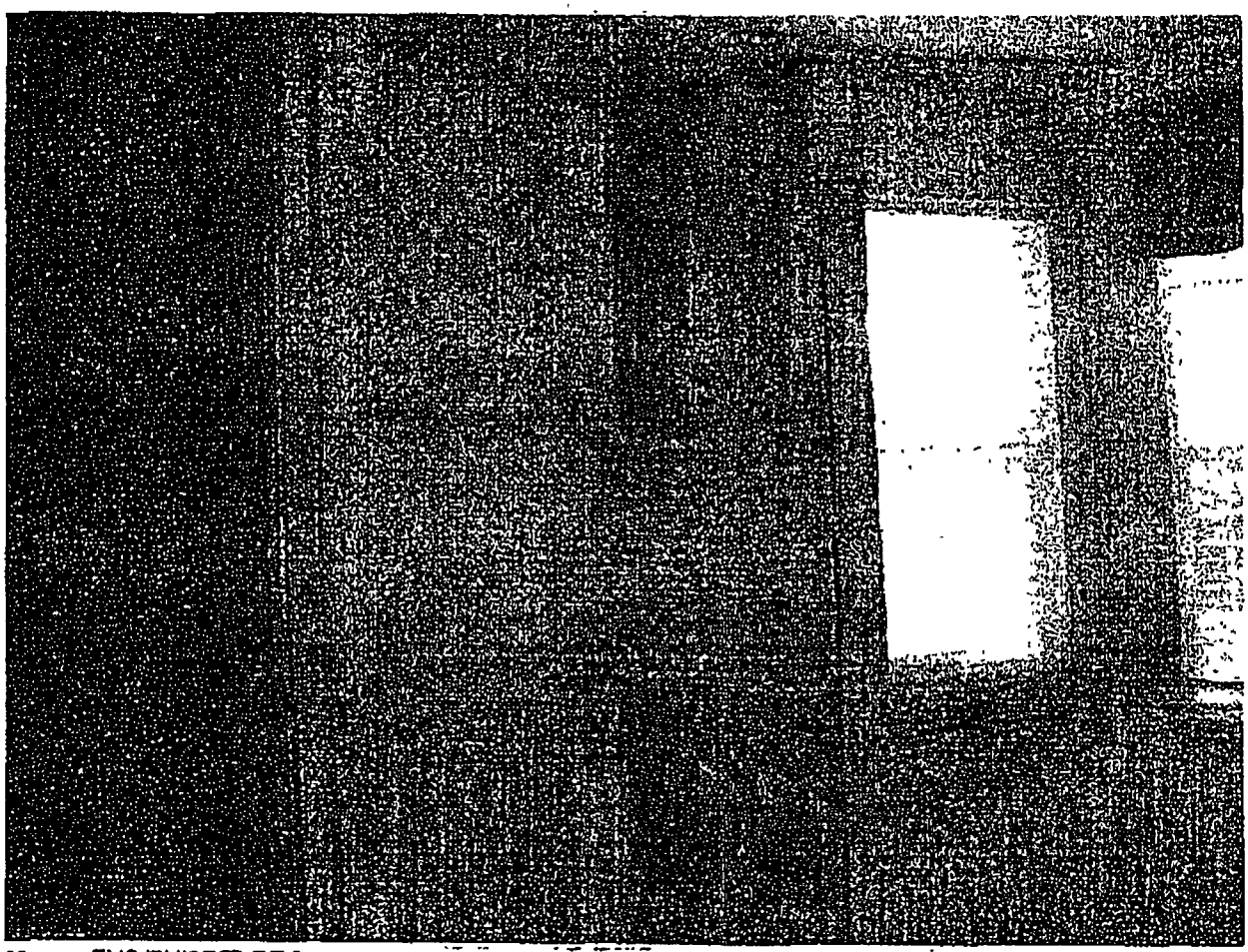
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Kpf !N jbop
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Df mt954.523.48: 8!!!!Gby!2.977 674 9: 67
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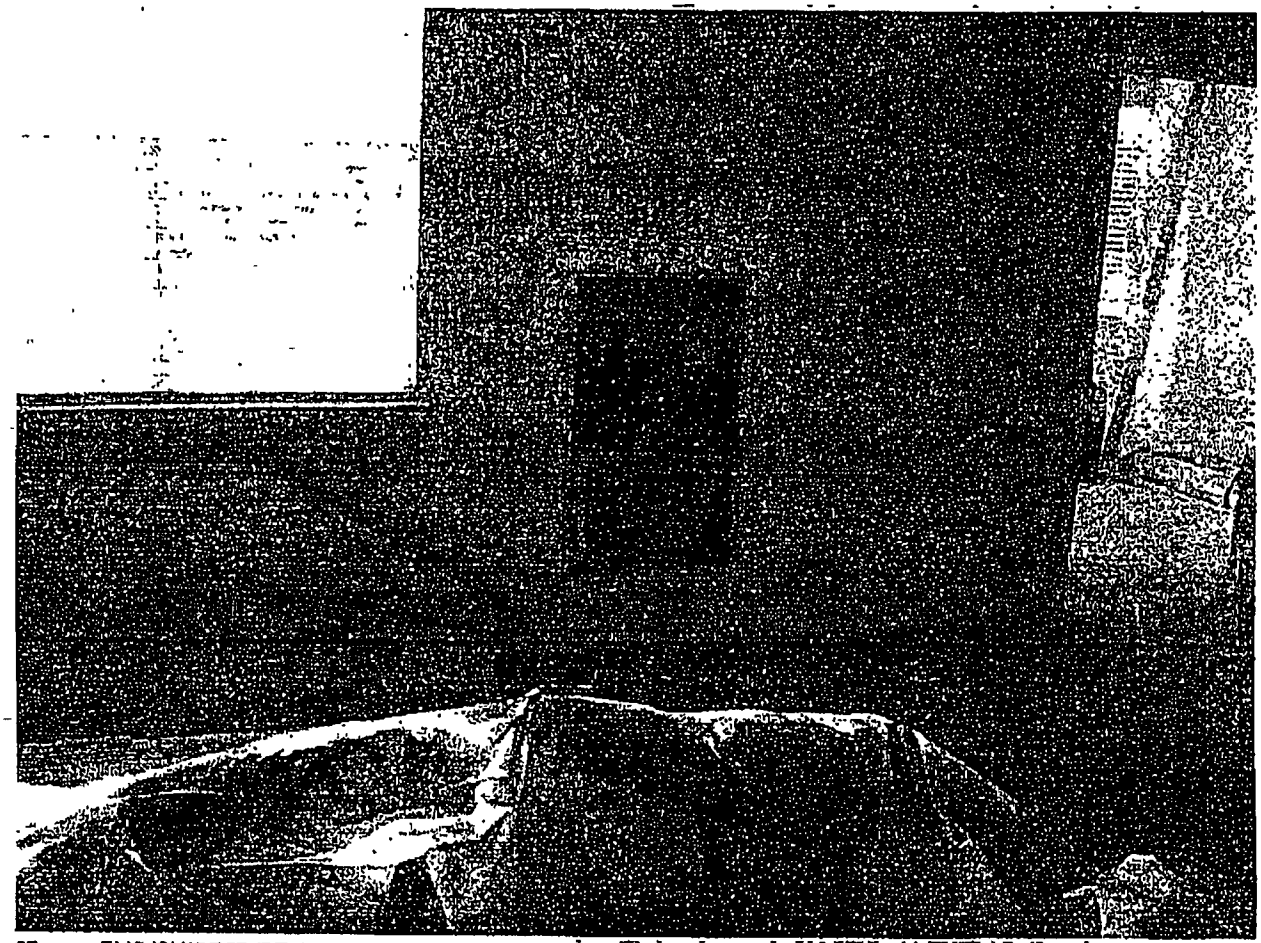
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kpf!N jbop
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n jbop*A obujpox jef/dpn



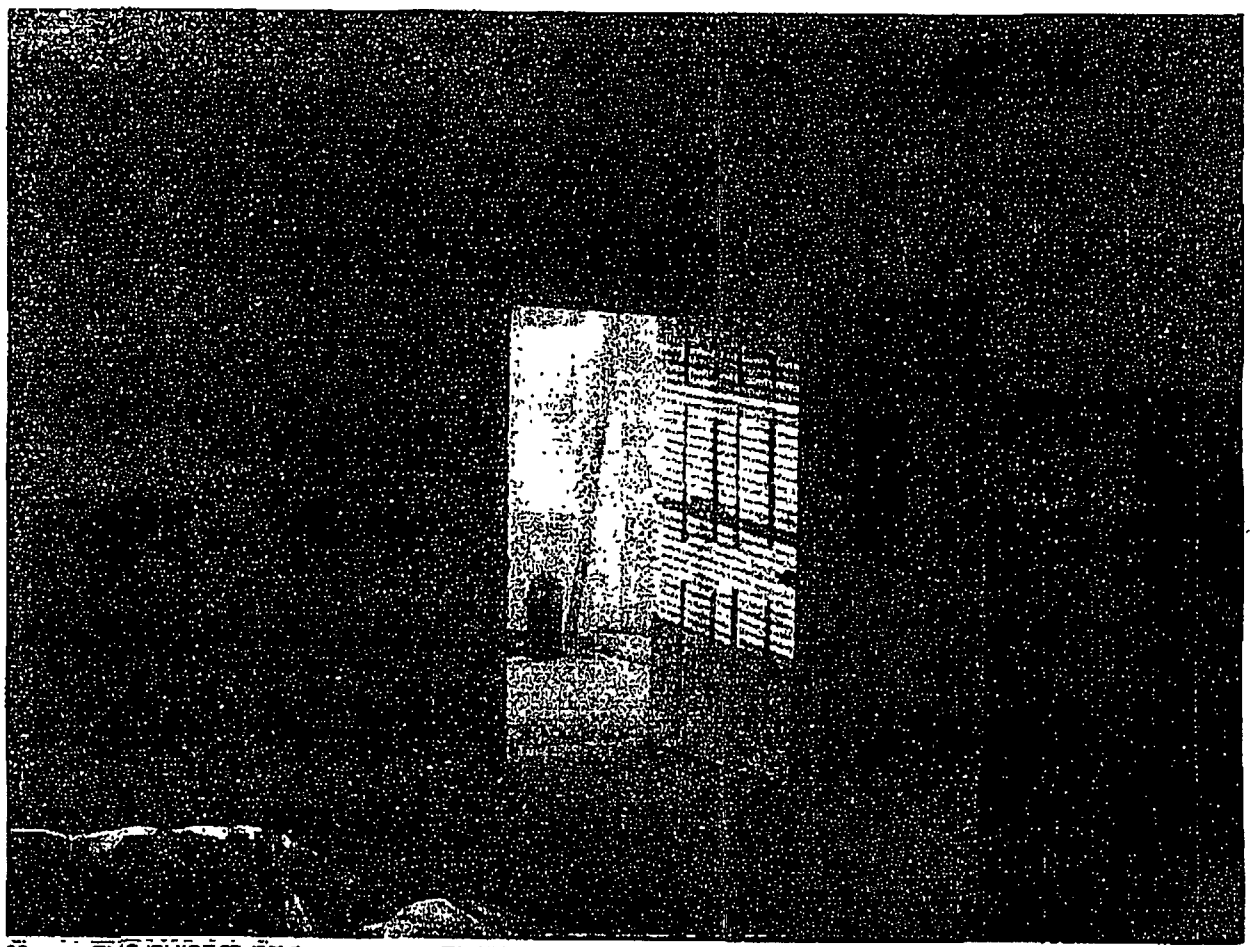
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Eft!N pjoft-!JB!614· 2.6693
Df m1954.523.48. 8!!!!Gby!2.977 674.9: 67
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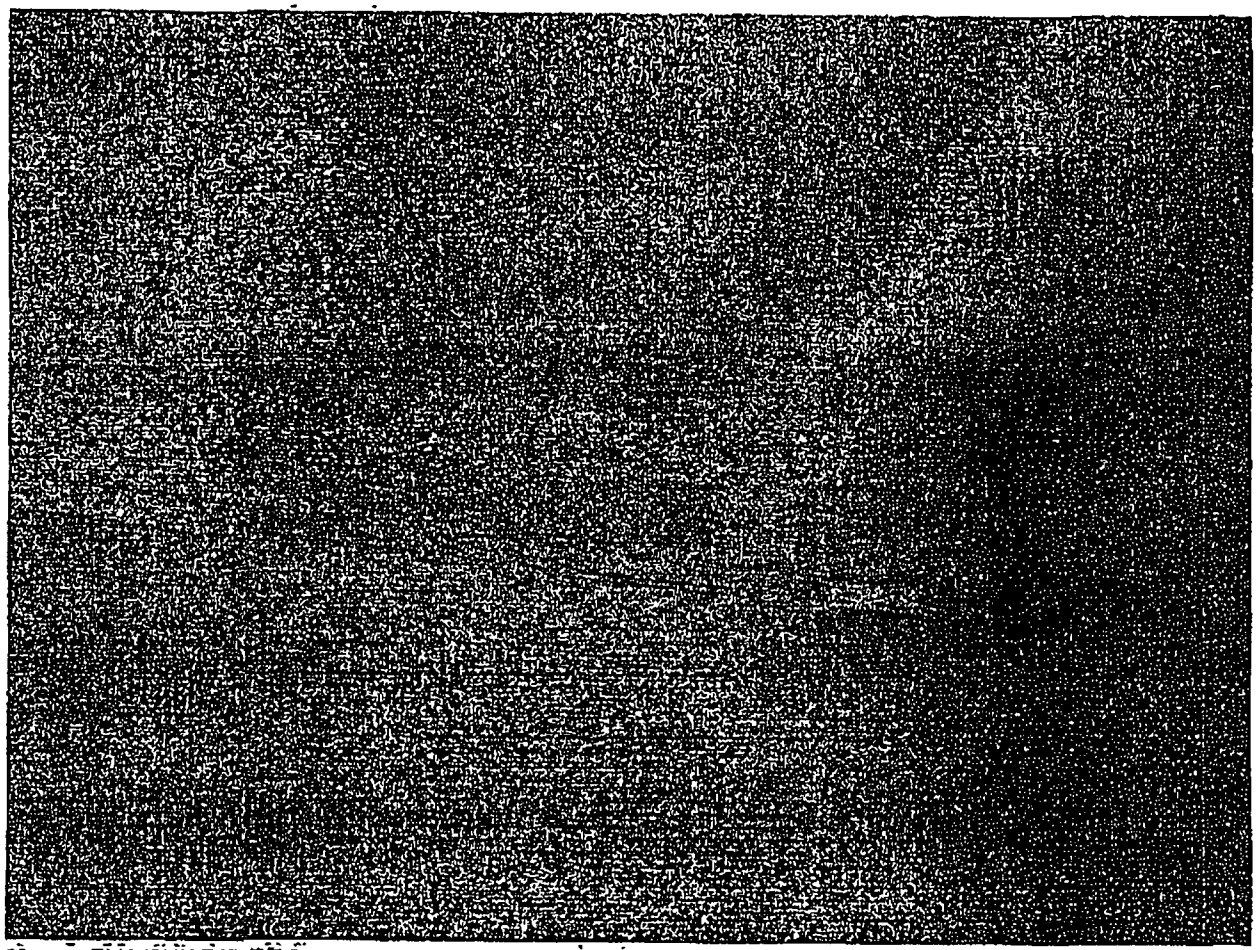
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kpf!N jbop
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Eft!N pjoft-UJB!614:-2.6693
Dfm!954.523.48: 8!!!Gby!2.977 674.9 67
n jbopkA obujpox jef/dpn



38 EVSJOH!SFQBJST.5 Ebuf!Ubl fo;!2302803121 Ubl fo!Cz;!kpf!N jbop

Kpf.IN jbop
Pof!Obujpox jef!Hbuf x bz!Efqu6693
Eft!N pjof i-!JB!614. 2 6693
Dfm954, 523.48. 8!!!!Gby!2.977.674 9: 67
n jbopkA obujpox jef/dpn



39 EVSJOHISFQBJST 6 Ebuf!Ubf fo;!2302803121 Ubl fo!Cz;!KpfIN jbop

Kpf!N jbop
Pof!Obujpox jef!Hbuf x bz!Ef qu6693
Eft!N pjof t-!JB!614: 2.6693
Dfmt954 523.48· 8!!!!Gby!2.977.674.9: 67
n jbopkA obujpox jef/dpn



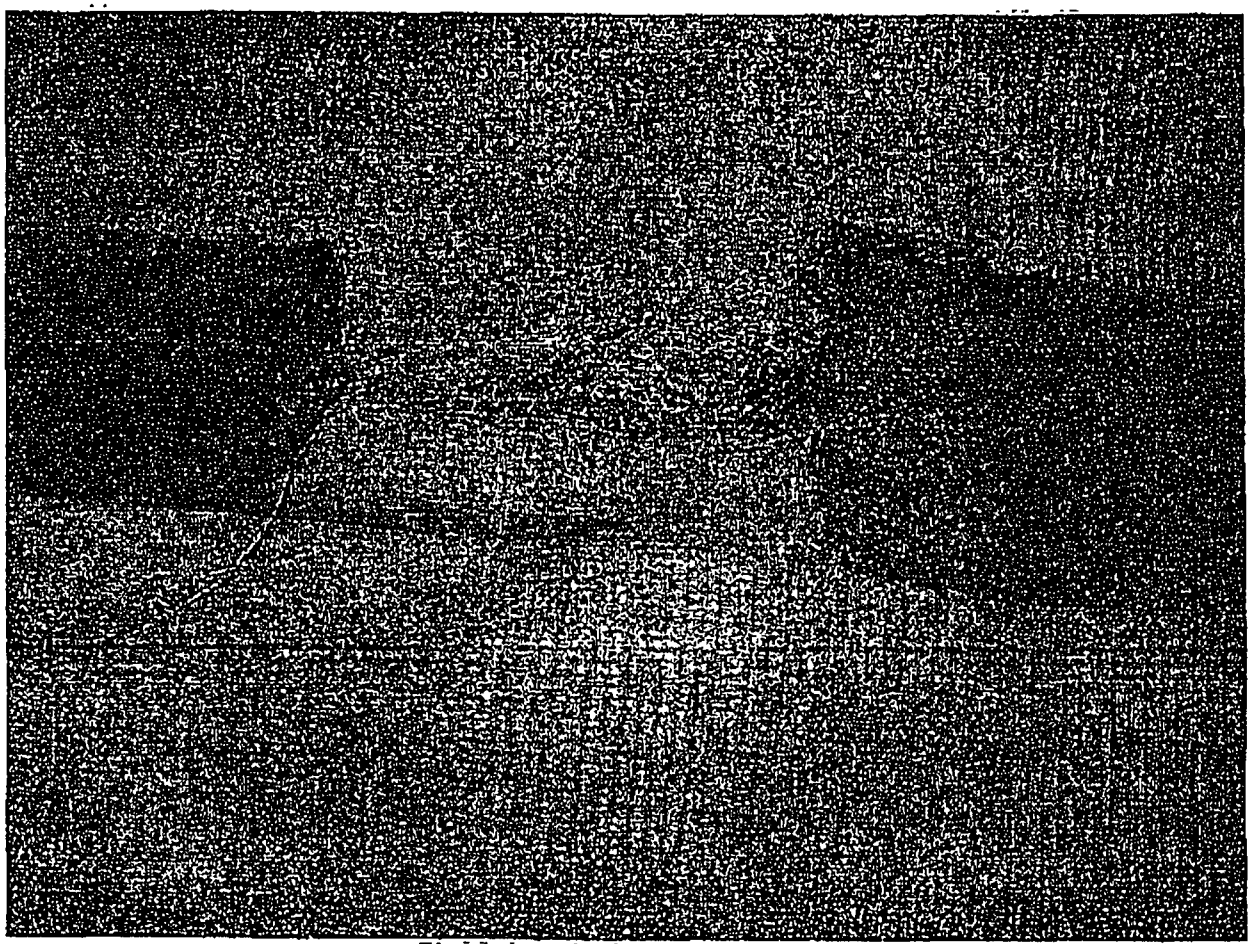
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Kpf!N jbop
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Eft!N pjof t-IJB!614: 2.6693
Dfmt954.523.48: 8!!!!Gby!2.977.674.9: 67
n jbopkA obujpox jef/dpn



41 EVSJDH!SFQBJST.B Ebuf!Udi fo;!2302803121 Ubi fo!Cz;!Kpf!N jbop

Kpf!N jbop
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Eft!N pjof t-UB!614: 2 6693
Dfmf954.523.48: 8!!!!Gby!2.977.674 9: 67
n jbopkA obujpox jef/dpn



42 EVSJOH!SFQBJST.9 Ebuf!Ubl fo;!2302803121 Ubl fo!Cz;!Kpf!N jbop

Check Listing

Claim Key: 61 39 UO 901626 12172010 01
Policyholder: Thomley, Alison
Claimant: N/A
Requester: CROOKSK1
Print Date: June 2, 2014
Print Time: 7:36 AM

Check Listing

ClaimKey: 61 39 UO 901626 12172010 01
Policyholder: Thornley, Alison
Claimant: N/A

Requester: CROOKSKI
Print Date: June 2, 2014
Print Time: 7:36 AM

PAYEE	AMOUNT	DATE	CHECK #	ISSUER	STATUS	TYPE	COV 1	SIDE 1 AMT	COV 2	SIDE 2 AMT
NATIONAL COMMERCIAL SERVICES	250.00	12-17-2013	000555789	Stephanie Sorensen	Posted	MECH	HOPRI	250.00		0.
Alison Thornley and KAUFMANN	13,270.21	01-10-2011	000711518	JOE MIANO	Posted	Manual	HOPRI	12,120.21	HOPRI	1,150.00
Alison Thornley and BOSS DISA	4,653.70	01-10-2011	000711519	JOE MIANO	Posted	Manual	HOPRI	4,653.70		0.

State of IOWA

County of POLK

Verification

Personally appeared before me, the undersigned attesting officer, came KATHERINE GROOTHAUS who, after first being duly sworn did depose and state that the facts in the within and foregoing Plaintiff's Response To Defendant(s)'s Interrogatories, Request For Production Of Documents And Requests For Admissions are true and correct.

This 28 day of MAY, 2014.

By: Katherine Grootheus

JANENE KRAFT
Commission Number 765210
My Commission Expires
October 21, 2016

Sworn to and subscribed before me
this 28 day of May, 2014.

Janene Kraft
Notary Public

NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY vs GARY MCCOMBS
RAGAN MCCOMBS ALBERT
THE DILLON LAW FIRM PC File Number 13001448

STATE OF SOUTH CAROLINA	)
	) IN THE COURT OF COMMON PLEAS
COUNTY OF Charleston	) COURT
NATIONWIDE PROPERTY & CASUALTYINSURANCE COMPANY	) Case No.:2013CP107203
PLAINTIFF,	
vs.	) **CERTIFICATE OF SERVICE**
GARY MCCOMBS	)
RAGAN MCCOMBS ALBERT	)
DEFENDANT(s).	

This is to certify that I have this day served a copy of the foregoing RESPONSE TO INTERROGATORIES, REQUESTS FOR ADMISSIONS AND REQUESTS FOR PRODUCTION OF DOCUMENTS by U.S. Mail, sufficient postage prepaid and addressed as follows:

MCCULLOUGH KHAN, LLC
JAMIE KAHN
Andrew Halio, Esq.
68 1/2 QUEEN STREET
CHARLESTON, SC 29401

Dated this _____ day of _____, 20____.

BY:_____
NATALIE POWERS or TRACE DILLON
Bar No. 80705 or 16857
Attorney for PLAINTIFF
THE DILLON LAW FIRM PC
1130 Hurricane Shoals Rd
Suite 600
Lawrenceville, GA 30043
(770) 513-6400 (Office)
(770) 513-6577(Facsimile)