

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
)
)
SOUTHERN CUSTOM DOORS, INC.,)
)
)
Plaintiff,)
)
v.)
)
Jacques and Nivert Rathle.)
)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
CASE NO:

RECEIVED
SEP 06 2016
SC Court of Appeals

COMPLAINT
(Non-Jury)

Breach of Contract/Quantum Meruit/Open Account

RICHLAND COUNTY
FILED
2015 NOV 30 PM 1:08
JEANETTE W. HOSKINS
C.C.P. & E.S.

TO: THE DEFENDANTS ABOVE-NAMED:

The above named Plaintiff, Southern Custom Doors, Inc., by and through its undersigned attorney and pursuant to the South Carolina Rules of Civil Procedure, would complain of the Defendants Jacques and Nivert Rathle and allege and show unto this honorable Court as follows:

1. This is an action brought by Southern Custom Doors, Inc. ("Plaintiff") against the Defendants Jacques and Nivert Rathle ("Defendants").

Jurisdiction and Venue

2. The Plaintiff Southern Custom Doors, Inc. is an Corporation organized and existing under the laws of the State of South Carolina, with its principal place of business in Kershaw County.

3. The Defendants, Jacques and Nivert Rathle, are, and have been all times relevant hereto, citizens and residents of Richland County, South Carolina.

4. Based on the foregoing, this Court has subject matter jurisdiction over the matters pleaded herein and personal jurisdiction over the Defendants. Additionally, venue is proper in Richland County because the contract at issue was executed in Richland County; the work performed on the Defendants' property is situated within Richland County; and Defendants are located within Richland County.

For a First Cause of Action Against The Defendants
(Breach of Contract)

5. The Plaintiff re-states, re-alleges and reiterates each of the foregoing allegations as if fully stated herein verbatim.

6. The Parties executed a binding Exterior Door Quote, a binding contract, on August 27, 2013. A true and correct copy of the contract between the Parties is attached hereto as Exhibit A.

7. Pursuant to the contract between the parties, Defendants approved the details relating to the doors, hardware, services and supplies to be provided and installed at their residence and made binding approval for Southern Custom Doors, Inc. to proceed with the order as stated. The Exterior Door Quote was supported by good and valuable consideration.

8. Plaintiff completed the work agreed to under the Exterior Door Quote. Defendants have paid a total of \$25,000.00 of the amount due to date. To resolve a disagreement between Defendants and the Plaintiff relating to installation of the doors and windows, a reduction of \$4,000 was agreed to by the Parties to permit installation work to be performed by a third party hired and supervised by the Defendants. Adjusting for this reduction, and other minor amounts, the balance due Plaintiff under the aforementioned agreement is \$21,915.10, plus pre-judgment interest in an amount of 1.5% per month from August 27, 2013 to the present. Plaintiff is also entitled to attorney's fees, costs, and incidental and consequential damages as a result of Defendants' breach of their agreement.

For a Second Cause of Action Against The Defendants
(Quantum Meruit/Quasi-Contract)

9. Plaintiff re-states and re-alleges and reiterates each of the foregoing allegations as if fully stated herein verbatim.

10. The Plaintiff conferred a benefit to the Defendants Jacques and Nivert Rathle through the provision of the doors, hardware, services and supplies furnished to Defendant in their home.

11. The Defendants, Jacques and Nivert Rathle, have realized a benefit from the doors, hardware, services and supplies furnished to the Defendants.

12. If the Defendants Jacques and Nivert Rathle are allowed to retain the benefit of the doors, hardware, services and supplies in their home, without paying the Plaintiff for the reasonable value of the same, then the Defendants Jacques and Nivert Rathle would be unjustly enriched.

13. The Plaintiff is therefore entitled to judgment against the Defendants Jacques and Nivert Rathle in the amount of \$21, 915.10, plus pre-judgment interest in the amount of 1.5% per month from August 27, 2013, plus attorney's fees, costs, and incidental and consequential damages.

For a Third Cause of Action Against The Defendants
(Open Account)

14. The Plaintiff re-states, re-alleges and reiterates each of the foregoing allegations as if fully stated herein verbatim.

15. That to the extent that Defendants Jacques and Nivert Rathle claim that they are under no obligation to pay for the remaining balance due under the terms of their agreement, the Plaintiff would allege and show that at the request of the Defendants Jacques and Nivert Rathle, and in the normal course of business Plaintiff did furnish the doors, hardware, services and supplies to Defendants Jacques and Nivert Rathle on an open account, under terms agreed to by the Parties, which the same are reasonably worth.

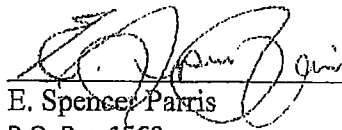
16. That the Defendants Jacques and Nivert Rathle have refused to pay, in spite of due demand, the sums due and owing on said open account.

17. The Plaintiff is therefore entitled to judgment against the Defendants Jacques and Nivert Rathle in the amount of \$21, 915.10, plus pre-judgment interest in the amount of 1.5% per month from August 27, 2013, plus attorney's fees, costs, plus incidental and consequential damages.

WHEREFORE, the Plaintiff Southern Custom Doors, Inc. prays that this Honorable Court enter judgment against the Defendants Jacques and Nivert Rathle in such an award of actual damages, incidental, consequential and punitive damages as may be determined by the trier of fact, but not less than in the amount of \$21, 915.10, plus pre-judgment interest in the amount of 1.5% per month from August 27, 2013, plus attorney's fees, costs, plus incidental and consequential damages, and such other and further relief as the court may deem just and proper.

Dated this 3rd day of November, 2015.

Respectfully submitted,



E. Spencer Parris
P.O. Box 1569
Lugoff, South Carolina 29078

Attorney for the Plaintiff, Southern Custom Doors, Inc.

Southern Custom

DOORS HARDWARE

P. O. Box 1569

Lugoff, SC 29078

Door Invoice

Exhibit A

Date	Invoice #
9/30/2014	IN3660

Bill To
Nivert Rathle 11 Westlake Rd. Columbia, SC 29223

Ship To

P.O. No.	Project

Door #	Description	Quantity	Rate	Amount
Kitchen & TV	About a 127" x 82" x 5 1/4" unit with 30" Sapele doors and sidelites. Each door has three EDL lines of clear tempered Cardinal 273 LowE with Super Spacer insulated glass. Prehung in a 5 1/4" Sapele jamb with 4x4 BB hinges, Sapele sill, "T" astragal with flush bolts, and all weatherstripping. Stain and finish interior of unit with Sikkens (TV Room only)	2	5,950.00	11,900.00T
		1	875.00	875.00
Kitchen & TV Hardware	5' Mill brass Highboy interlocking threshold	2	297.31	594.62T
	Brass sill cover	2	370.50	741.00T
	Baldwin "Westminster" active mortise lockset in Satin Brass and Black	2	855.00	1,710.00T
	Baldwin 4x4 Ball Bearing hinges in Satin Brass and Black Standard hinges provided with unit are about 5.00 per hinge. Baldwin hinges are 49.00 each. I have replace standard with Baldwin	12	44.00	528.00T
	Labor to install hardware	2	125.00	250.00

EXTERIOR DOORS WITH PANELS LARGER THAN 20"X24" HAVE NO WRITTEN OR IMPLIED WARRANTY.

DELIVERY AND INSTALLATION IS NOT INCLUDED UNLESS SPECIFIED. WARRANTY DOES NOT COVER INSTALLATION UNLESS WE INSTALL OUR PRODUCT.

ADDITIONAL CHARGES WILL APPLY FOR US TO REVIEW AND CORRECT ANOTHER VENDOR'S IMPROPER INSTALLATION.

Visa, Mastercard & Amex accepted with 4% fee added to invoice

Warranty information and documentation will be emailed and mailed.

Subtotal

Sales Tax

Payments/Credits

Balance Due

Phone #	Fax #	E-mail	Web Site
(803)438-8115	(803)438-8118	bill@sdoors.com	www.sdoors.com

Southern Custom

DOORS & HARDWARE
 P. O. Box 1569
 Lugoff, SC 29078

Door Invoice

Date	Invoice #
9/30/2014	IN3660

Bill To
Nivert Rathle 11 Westlake Rd. Columbia, SC 29223

Ship To

P.O. No.	Project

Door #	Description	Quantity	Rate	Amount
Great room-active	Pair of 36" x 93" x 1 3/4" Sapele doors with three TDL lites of clear tempered Cardinal 270 LowE with Super Spacer insulated glass. Prehung in a 5 1/4" Sapele jamb with 4x4 EB hinges, Sapele sill, "T" astragal with flush bolts, and all weatherstripping.	1	3,135.00	3,135.00T
	Stain and finish interior of unit with Sikkens	1	400.00	400.00
	6" Mill finish solid brass "Highboy" interlocking threshold	1	343.83	343.83T
	Brass sill cover	1	233.41	233.41T
Great Room Hardware	Baldwin "Kensington" active mortise lockset in Satin Brass and Black	1	1,155.00	1,155.00T
	Baldwin "Kensington" full dummy set in Satin Brass and Black	1	775.00	775.00T
	Baldwin 4x4 Ball Bearing hinges in Satin Brass and Black	6	44.00	264.00T
	Standard hinges provided with unit are about 5.00 per hinge. Baldwin hinges are 49.00 each. I have replace standard with Baldwin Labor to install hardware	1	175.00	175.00

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 Lugoff, SC 29078

Door Invoice

Date	Invoice #
9/30/2014	IN3660

Bill To
Nivert Rathle 11 Westlake Rd. Columbia, SC 29223

Ship To

P.O. No.	Project

Door #	Description	Quantity	Rate	Amount
Great room fixed	Pair of 30" x 93" x 1 3/4" Fixed Sapele doors with three TDL lites of clear tempered Cardinal 270 LowE with Super Spacer insulated glass. Prehung in a 5 1/4" Sapele jamb with a Sapele sill and "T" astragal.	2	2,975.00	5,950.00T
	Stain and finish interior of unit with Sikkens	2	400.00	800.00
	Brass sill cover	2	195.25	390.50T
Great Room windows	Pair of 30" x 80" x 1 3/4" Fixed Sapele doors with three TDL lites of clear tempered Cardinal 270 LowE with Super Spacer insulated glass. Prehung in a 5 1/4" Sapele jamb with a Sapele sill and "T" astragal.	2	2,915.00	5,830.00T
	Pair of 36" x 80" x 1 3/4" Fixed Sapele doors with three TDL lites of clear tempered LowE insulated glass. Prehung in a 5 1/4" Sapele jamb with a Sapele sill and "T" astragal	1	3,025.00	3,025.00T
	Stain and finish interior of unit with Sikkens	3	375.00	1,125.00
	Brass sill cover	3	195.25	585.75T
	Subtotal of door units			40,786.11

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Subtotal

Sales Tax

Payments/Credits

Balance Due

Phone #	Fax #	E-mail	Web Site
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Southern Custom

DOORS HARDWARE
 P. O. Box 1569
 Lugoff, SC 29078

Door Invoice

Date	Invoice #
9/30/2014	IN3660

Bill To
Nivert Rathle 11 Westlake Rd. Columbia, SC 29223

Ship To

P.O. No.	Project

Door #	Description	Quantity	Rate	Amount
	Discount for volume order		-10.00%	-4,078.61
	Miscellaneous trim and moldings to install units May add interior trim. If interior trim is not needed we will deduct.	1	400.00	400.00T
	Paint doors and jambs with latex paint	1	3,200.00	3,200.00
SCD	Labor by SCD to measure for units, install Kitchen and TV units and hardware	2	1,200.00	2,400.00
	Labor to correct issues from Lem Wooten installation	1	1,500.00	1,500.00

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Subtotal	\$44,207.50
Sales Tax	\$2,707.60
Payments/Credits	-\$25,000.00
Balance Due	\$21,915.10

Notice: A finance charge of 1.5% per month, which is an annual rate of 18% is added to ALL PAST DUE invoices

Phone #	Fax #	E-mail	Web Site
(803)438-8115	(803)438-8118	bill@scddoors.com	www.scddoors.com

STATE OF SOUTH CAROLINA)
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COUNTY OF RICHLAND)
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IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
CASE NO:

SOUTHERN CUSTOM DOORS, INC.,)
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Plaintiff,)
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v.)
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Jacques and Nivert Rathle,)
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Defendants.)

SUMMONS
(Non-Jury)
Breach of Contract/Quantum Meruit/Open Account


RICHLAND COUNTY
FILED
2015 NOV 30 PM 1:17
JEANNETTE W. HOSKINS
C.C.P. & G.S.

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscriber at the office of E. Spencer Parris, Esq., P.O. Box 1569, Lugoff, SC 29078, 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 prescribed, the Plaintiff in this action will apply to the Court for Default Judgment against you and for an award of the relief demanded in this Complaint.

Dated this 30th day of November 2015.

Respectfully submitted,



E. Spencer Parris
P.O. Box 1569
Lugoff, South Carolina 29078

Attorney for the Plaintiff, Southern Custom Doors, Inc.