

EXHIBIT A

January 9, 2019 Third Amended Summons
& Complaint (2016-CP-10-3455)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
SIX FIFTY SIX OWNERS ASSOCIATION,)
INC. and ROBERT JOHN NUTLEY, and)
SYLVIA PLAYER HORRES, both)
individually, and on behalf of all others)
similarly situated,)
)
Plaintiffs,)

vs.)

WINSOR SOUTH, LLC AND JEFFREY M.)
THOMAS; SOUTHEASTERN)
RECAPITALIZATION GROUP, LLC; WCM)
CONSTRUCTION, LLC; JONATHAN J.)
THOMAS; AC HEATING AND AIR)
CONDITIONING SERVICE, INC.; ACME)
DOORS, INC.; ALPHA OMEGA)
CONSTRUCTION GROUP, INC.; ATLANTIC)
CONSTRUCTION SERVICES, INC.; BUCK)
LUMBER AND BUILDING SUPPLY, INC.;)
BUILDERS FIRSTSOURCE, INC.;)
BUILDERS FIRSTSOURCE-ATLANTIC)
GROUP, LLC; BUILDERS FIRSTSOURCE-)
FLORIDA, LLC A/K/A BUILDERS)
FIRSTSOURCE-FLORIDA DESIGN)
CENTER, LLC; BUILDERS FIRSTSOURCE-)
SOUTHEAST GROUP, LLC; CHARLOTTE)
FLOORING, INC.; DIRIA TAWI PAINTING,)
INC.; EAST COAST WALL SYSTEMS, INC.;)
FOGEL SERVICES, INC.; G&S HOME)
REMODELING, LLC; GUARANTEED)
FRAMING, LLC; J. MORA BRICK & BLOCK)
MASON, LLC; LAND/SITE SERVICES, INC.;)
LANDMARK CONSTRUCTION COMPANY,)
INC.; LUTZEN CONSTRUCTION, INC.; NEW)
HORIZON SHUTTERS, INC. A/K/A NEW)
HORIZON SHUTTERS INTERNATIONAL,)

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
) CASE NO. 2016-CP-10-3455

THIRD AMENDED SUMMONS

(Defective Construction)
(Class Action)
(Jury Trial Demanded)

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2019 JAN -9 AM 11:04
JULIE J. ARNISTROM
CLERK OF COURT
BY _____ VS

LLC; PJ SANCHEZ MASONRY, LLC;)
 SCREENS PLUS, INC.; SIMONS)
 CONSTRUCTION COMPANY, LLC; STUCCO)
 BY DESIGN, LLC; FINE BUILDERS, LLC;)
 SPEEDTRUSS, INC.; **ARGENTINO JOSE**)
CAMPOS D/B/A AS CONSTRUCTION;)
 JAVIER MORALES MERINO; NOVAC)
 CONSTRUCTION, INC.; MJG)
 CONSTRUCTION, INC.; ADVANCE)
 PLUMBING, HEATING & AIR, INC.;)
 CAHILL CONTRACTING, LLC; COHEN'S)
 DRYWALL, INC.; BOB PORTER D/B/A)
 CUSTOM INTERIOR CONSTRUCTION;)
 RB'S TRIM, INC.; SHARON'S PAINTING,)
 LLC; DAVIS TILE; TIMOTHY MITCHELL;)
 ELECTRICAL DESIGN & CONSTRUCTION,)
 INC.; **HURLEY SERVICES, LLC;**)
CHARLESTON EXTERIORS LLC; JORGE)
DIAZ A/K/A JORGE LOUIS DIAZ PAZ;)
SAN LUIS CONSTRUCTION, INC. N/K/A)
ROOFING AMERICA METAL)
FABRICATIONS, LLC; ROGERIO DOS)
SANTOS D/B/A ROGERIO SANTOS)
CONSTRUCTION; FABIO OLIVIERA)
D/B/A FOUR SEASON SIDING; SUNRISE)
SIDING; GARCIA ROOFING, LLC.;)
ESPINO ROOFING, LLC; MIGUEL)
PAINTING, LLC; HORACIO JASSO;)
STANDARD PRECAST WALLS, LLC;)
ALFONSO RODRIGUEZ A/K/A ALFONSO)
RODRIGUEZ, JR. D/B/A AR SERVICES)
CO.; ALFONSO RODRIGUEZ VASQUEZ)
A/K/A ALFONSO RODRIGUEZ, SR.; AND)
JOHN DOE 55 -75,)
)

Defendants.


YOU ARE HEREBY SUMMONED and required to answer the Third Amended Complaint herein, a copy of which is served upon you, and to serve a copy of your answer to said Third Amended Complaint upon the subscriber at his office at 415 Mill Street, Mt. Pleasant, South

Carolina 29464, within thirty (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 remedy requested in the attached Third Amended Complaint plus interest and costs.

Respectfully submitted,

JUSTIN O'TOOLE LUCEY, P.A.

By:



Justin O'Toole Lucey
Joshua F. Evans
James L. Floyd, III ("Lee")
Collin H. Fuller
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1/7, 2019
Charleston, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON) CASE NO. 2016-CP-10-3455

SIX FIFTY SIX OWNERS ASSOCIATION,)
INC., and ROBERT JOHN NUTLEY and)
SYLVIA PLAYER HORRES, both)
individually, and on behalf of all others)
similarly situated,)

Plaintiffs,)

vs.)

THIRD AMENDED COMPLAINT
(Defective Construction)
(Class Action)
(Jury Trial Demanded)

WINSOR SOUTH, LLC AND JEFFREY M.)
THOMAS; SOUTHEASTERN)
RECAPITALIZATION GROUP, LLC; WCM)
CONSTRUCTION, LLC; JONATHAN J.)
THOMAS; AC HEATING AND AIR)
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SOUTHEAST GROUP, LLC; CHARLOTTE)
FLOORING, INC.; DIRIA TAWI PAINTING,)
INC.; EAST COAST WALL SYSTEMS, INC.;)
FOGEL SERVICES, INC.; G&S HOME)
REMODELING, LLC; GUARANTEED)
FRAMING, LLC; J. MORA BRICK & BLOCK)
MASON, LLC; LAND/SITE SERVICES, INC.;)
LANDMARK CONSTRUCTION COMPANY,)
INC.; LUTZEN CONSTRUCTION, INC.; NEW)
HORIZON SHUTTERS, INC. A/K/A NEW)
HORIZON SHUTTERS INTERNATIONAL,)

2019 JAN -9 AM 11:05
SOLE J. ARMSTRONG
CLERK OF COURT
BY 83

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LLC; PJ SANCHEZ MASONRY, LLC;)
 SCREENS PLUS, INC.; SIMONS)
 CONSTRUCTION COMPANY, LLC; STUCCO)
 BY DESIGN, LLC; FINE BUILDERS, LLC;)
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CAMPOS D/B/A AS CONSTRUCTION;)
 JAVIER MORALES MERINO; NOVAC)
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 CUSTOM INTERIOR CONSTRUCTION;)
 RB'S TRIM, INC.; SHARON'S PAINTING,)
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DIAZ A/K/A JORGE LOUIS DIAZ PAZ;)
SAN LUIS CONSTRUCTION, INC. N/K/A)
ROOFING AMERICA METAL)
FABRICATIONS, LLC; ROGERIO DOS)
SANTOS D/B/A ROGERIO SANTOS)
CONSTRUCTION; FABIO OLIVIERA)
D/B/A FOUR SEASON SIDING; SUNRISE)
SIDING, LLC; GARCIA ROOFING, LLC.;)
ESPINO ROOFING, LLC; MIGUEL)
PAINTING, LLC; HORACIO JASSO;)
STANDARD PRECAST WALLS, LLC;)
ALFONSO RODRIGUEZ A/K/A ALFONSO)
RODRIGUEZ, JR. D/B/A AR SERVICES)
CO.; ALFONSO RODRIGUEZ VASQUEZ)
A/K/A ALFONSO RODRIGUEZ, SR.; AND)
JOHN DOE 55 -75,)
)

Defendants.

The Plaintiffs, Six Fifty Six Owners Association, Inc., Robert John Nutley, individually, and on behalf of all others similarly situated, **and Sylvia Player Horres, individually, and on**

behalf of all others similarly situated, complaining of the Defendants named herein, would respectfully allege and show the Court as follows:

THE PARTIES

1. Plaintiff Six Fifty Six Owners Association, Inc. (hereinafter “Association”), is a non-profit corporation organized and existing under the laws of the State of South Carolina.

2. The Association is the property owners association for Six Fifty Six Horizontal Property Regime.

3. The Six Fifty Six Horizontal Property Regime (hereinafter “656 Coleman Townhomes”) is a Horizontal Property Regime which exists by virtue of a Master Deed dated March 19, 2007, and recorded on March 20, 2007, in the RMC Office of Charleston County, SC, in Book E619, Page 738.

4. 656 Coleman Townhomes consists of fifty-two (52) townhomes in twelve (12) buildings and related common elements. Construction began in 2006 and the final Certificate of Occupancy was issued on June 18, 2014. The Developers turned over control of the Association to the homeowners **on March 22, 2016**.

5. By virtue of governing documents and the South Carolina Horizontal Property Regime Act, S.C. Code §§ 27-31-10, *et. seq.*, the Association is charged with certain duties, powers, rights and authority in connection with 656 Coleman Townhomes.

6. By virtue of the Master Deed and/or Bylaws, the Association is charged with, *inter alia*, the management and administration of 656 Coleman Townhomes, the investigation, maintenance and repair of 656 Coleman Townhomes’ Common Elements and Areas of Responsibility, and has the right and authority to bring this action on behalf of the Association and its members.

7. The Association duly noticed and convened a Meeting of the Association wherein members of the Association overwhelmingly approved the Association's commencement of this litigation.

8. **The Association is the assignee of the claims of one or more of the homeowners.**

9. Plaintiff Robert John Nutley (hereinafter "Plaintiff Nutley") is a citizen of Charleston County, South Carolina, and is an owner of a townhome **constructed by The Ryland Group, Inc.** within 656 Coleman, more particularly described as 656 Coleman Blvd., Unit 204, Mount Pleasant, South Carolina, 29464.

10. Plaintiff Nutley entered into a contract to purchase the above-described real property on or about March 14, 2014.

11. **Plaintiff Sylvia Player Horres (hereinafter "Plaintiff Horres") is a citizen of Charleston County, South Carolina, and is an owner of a townhome constructed by Winsor South, LLC within 656 Coleman, more particularly described as 656 Coleman Blvd., Unit 602, Mount Pleasant, South Carolina, 29464.**

12. **Plaintiff Horres entered into a contract to purchase the above-described real property on or about May 20, 2014.**

13. By virtue of **their** property ownership in 656 Coleman, Plaintiff Nutley **and Plaintiff Horres** bring this action on behalf of **themselves** and a Proposed Class of other similarly situated property owners. In addition to **their** common ownership interest, Plaintiff Nutley, **Plaintiff Horres**, and the Proposed Class are also members of the Association. Consequently, Plaintiff Nutley **and Plaintiff Horres** fairly and adequately represent the interests of the entire Association membership - as members of the Association, Plaintiff Nutley **and Plaintiff Horres** share common interests with other Association members regarding the resolution of this matter

and Plaintiff Nutley **and Plaintiff Horres are** able and committed to prosecuting these common interests.

14. Defendant Winsor South, LLC, is a limited liability company organized under the laws of the State of South Carolina. At all times relevant to this action, Winsor South, LLC, was engaged in the business of developing, designing, constructing, repairing and/or selling townhomes in Charleston County, South Carolina.

15. Upon information and belief, Defendant Jeffrey M. Thomas is an individual residing in Charleston, South Carolina. At all times relevant to this action, Jeffrey M. Thomas was engaged in the business of developing, designing, constructing, repairing and/or selling townhomes in Charleston County, South Carolina.

16. Defendants Winsor South, LLC, and Jeffrey M. Thomas were the initial builders of the 656 Coleman Townhomes. **Winsor South, LLC, and Jeffrey M. Thomas constructed buildings 400, 500, and 600 (the “Winsor Buildings”)**

17. Defendant WCM Construction, LLC, is a limited liability company organized under the laws of the State of South Carolina. At all times relevant to this action, WCM Construction, LLC, was engaged in the business of developing, designing, constructing, repairing and/or selling townhomes in Charleston County, South Carolina.

18. Upon information and belief, Defendant Jonathan J. Thomas is an individual residing in Middlesex, Massachusetts. At all times relevant to this action, Defendant Jonathan J. Thomas was engaged in the business of developing, designing, constructing, repairing, and/or selling townhomes in Charleston County, South Carolina

19. **Jonathan J. Thomas served as the second developer of the 656 Coleman Townhomes.**

20. Defendant Southeastern Recapitalization Group, LLC, is a limited liability company organized and existing under the laws of the State of South Carolina.

21. Defendant Southeastern Recapitalization purchased **Building 400 and six (6) finished townhomes** from the original Developer, WCB, LLC, pursuant to a Limited Warranty Deed executed on December 31, 2008, and filed with the Charleston County Register of Deeds on December 31, 2008, at Book 0027, Page 504.

22. Upon information and belief, Defendant Southeastern Recapitalization **finished the design and construction of Building 400** and placed new townhouses into the stream of commerce.

23. **WCM Construction served as the general contractor for Southeastern Recapitalization, and completed construction of Building 400.**

24. **The Ryland Group, Inc. (hereinafter “Ryland”) is the developer and general contractor that constructed the 35 homes in Buildings 100, 200, 300, 700, 800, 900, 1000, 1100, and 1200 (the “Ryland Buildings”).**

25. **This lawsuit involves all 12 buildings that comprise the 656 Coleman Townhomes. Plaintiffs are distinguishing between buildings solely to specify which defendants worked on each set of buildings.**

Winsor South Subcontractors

26. Defendant AC Heating and Air Conditioning Service, Inc., formerly identified as John Doe #1 (hereinafter “AC Heating and Air”), is a corporation organized and existing under the laws of the State of South Carolina. Upon information and belief, at all times relevant to this action, AC Heating and Air performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656

Townhomes, including but not limited to the supply and installation of the HVAC systems and associated components in some or all of the **Winsor Buildings**.

27. Defendant Acme Doors, Inc., formerly identified as John Doe #2 (hereinafter “Acme Doors”), is a corporation organized and existing under the laws of the State of South Carolina. Upon information and belief, at all times relevant to this action, Acme Doors performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the garage doors in some or all of the **Winsor Buildings**.

28. Defendant Atlantic Construction Services, Inc., formerly identified as John Doe #4 (hereinafter “Atlantic Construction”), is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Atlantic Construction performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the framing members, windows, doors, and related components on **Buildings 500 and 600**.

29. Defendant Buck Lumber and Building Supply, Inc., formerly identified as John Doe #5 (hereinafter “Buck Lumber”), is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Buck Lumber performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the framing members, windows, doors, and related components on some or all of the **Winsor Buildings**.

30. Defendant J. Mora Brick & Block Mason, LLC, formerly identified as John Doe #16 (hereinafter “J. Mora Brick”), is a company organized and existing under the laws of the State

of South Carolina. At all times relevant to this action, J. Mora Brick performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the masonry veneer, masonry columns, concrete footings, masonry foundations, and related components in some or all of the **Winsor Buildings**.

31. Defendant G&S Home Remodeling, LLC, formerly identified as John Doe #14 (hereinafter “G&S Home”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, G&S Home performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the gutters and associated components on some or all of the **Winsor Buildings**.

32. Defendant Guaranteed Framing, LLC, formerly identified as John Doe #15 (hereinafter “Guaranteed Framing”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Guaranteed Framing performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the framing members, windows, doors, and related components in **Building 400**.

33. Defendant Landmark Construction Company, Inc., formerly identified as John Doe #18 (hereinafter “Landmark Construction”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Landmark Construction performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to performing the site work **for Winsor South**.

34. Defendant New Horizon Shutters, Inc. a/k/a New Horizon Shutters International, LLC, formerly identified as John Doe #20 (hereinafter “New Horizon”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, New Horizon performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the shutters on some or all of the **Winsor Buildings**.

35. Defendant Screens Plus, Inc., formerly identified as John Doe #22 (hereinafter “Screens Plus”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Screens Plus performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the screens and related components in some or all of the **Winsor Buildings**.

36. Defendant Stucco By Design, LLC, formerly identified as John Doe #24 (hereinafter “Stucco By Design”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Stucco By Design performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the stucco, insulation, caulking, sealant, and related components on some or all of the **Winsor Buildings**.

37. Defendant Fine Builders, LLC, formerly identified as John Doe #25 (hereinafter “Fine Builders”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Fine Builders performed certain work and/or repairs as a sub-subcontractor of Defendant Atlantic Construction at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not

limited to the supply and installation of the framing, related components, and other work on **Building 500**.

38. Defendant Speedtruss, Inc., formerly identified as John Doe #26 (hereinafter “Speedtruss”), is a company organized and existing under the laws of the State of New Jersey. At all times relevant to this action, Speedtruss performed certain work and/or repairs as a sub-subcontractor of Defendant Atlantic Construction at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the framing, related components, and other work on **Building 600**.

39. **Defendant Argentino Jose Campos d/b/a AS Construction**, formerly identified as John Doe #27 (**hereinafter AS Construction**), is an **individual residing in Goose Creek**, South Carolina. At all times relevant to this action, AS Construction performed certain work and/or repairs as a sub-subcontractor of Defendant Atlantic Construction at of the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the framing, related components, and other work on **Building 600**.

40. Upon Information and belief, Defendant Javier Morales Merino, formerly identified as John Doe #28, is a citizen and resident of the State of South Carolina. At all times relevant to this action, Defendant Merino installed certain stucco cladding and provided other materials and/or performed other work on some or all of the **Winsor Buildings**.

41. Upon information and belief, Defendant MJG Construction, Inc., formerly identified as John Doe #30 (hereinafter “MJG”), is an entity organized and existing under the laws of the State of Texas. At all times relevant to this action, Defendant MJG performed certain concrete work and/or repairs on some or all of the **Winsor Buildings**.

42. Defendant Advance Plumbing, Heating and Air, Inc., formerly identified as John Doe #31 (hereinafter “Advance Plumbing”), is an entity organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Advance Plumbing performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to plumbing work **on the Winsor Buildings**.

43. Defendant Cahill Contracting, LLC, formerly identified as John Doe #33 (hereinafter “Cahill”), is an entity organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Cahill performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to roofing work **on the Winsor Buildings**.

44. Defendant Cohen’s Drywall, Inc., formerly identified as John Doe #34 (hereinafter “Cohen’s”), is an entity organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Cohen’s performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to insulation work **on the Winsor Buildings**.

45. Defendant Bob Porter d/b/a Custom Interior Construction, formerly identified as John Doe #35 (hereinafter “Custom Interior”), is a citizen and resident of the State of South Carolina. At all times relevant to this action, Custom Interior performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to interior trim work **on the Winsor Buildings**.

46. Defendant RB's Trim, Inc., formerly identified as John Doe #36 (hereinafter "RB's Trim"), is an entity organized and existing under the laws of the State of South Carolina. At all times relevant to this action, RB's Trim performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to interior trim work **on the Winsor Buildings**.

47. Defendant Sharon's Painting and Construction a/k/a Sharon's Painting, LLC, formerly identified as John Doe #37 (hereinafter "Sharon's Painting"), is an entity organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Sharon's Painting performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to paint work **on the Winsor Buildings**.

48. Defendant Davis Tile, formerly identified as John Doe #38, is an entity organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Davis Tile performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to tile work **on the Winsor Buildings**.

49. Defendant Timothy Mitchell, formerly identified as John Doe #39 (hereinafter "Mitchell"), is a citizen and resident of the State of South Carolina. At all times relevant to this action, Mitchell performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to concrete work **on the Winsor Buildings**.

50. Defendant Electrical Design & Construction, Inc., formerly identified as John Doe #40 (hereinafter "Electrical Design"), is an entity organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Electrical Design performed certain

work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to electrical work **on the Winsor Buildings.**

51. **Defendant Jorge Diaz a/k/a Jorge Louis Diaz Paz, formerly identified as John Doe #43 (hereinafter “Diaz”), upon information and belief, is a citizen and resident of the State of South Carolina. At all times relevant to this action, Diaz performed certain work and/or repairs as a sub-subcontractor for Defendant Guaranteed Framing at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the framing members, windows, doors, and related components on Building 400.**

52. **Defendant San Luis Construction, Inc., n/k/a Roofing America Metal Fabrications, LLC, formerly identified as John Doe #44 (hereinafter “Roofing America”), is, upon information and belief, a limited liability company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Roofing America performed various work and/or repairs as a sub-subcontractor for Defendant Cahill Contracting at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the installation of the roofing and related waterproofing, flashing, and other associated components on some or all of the Winsor Buildings.**

53. **Defendant Rogerio Dos Santos d/b/a Rogerio Santos Construction, formerly identified as John Doe #45 (hereinafter “Santos Construction”), is, upon information and belief, a person doing business in the State of South Carolina. At all times relevant to this action, Santos Construction performed various work and/or repairs as a sub-subcontractor for Defendant Simons Construction at the 656 Townhomes and/or supplied certain**

materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the window and door flashing and related components on Building 400.

54. **Defendant Fabio De Oliviera d/b/a Four Season Siding, formerly identified as John Doe #46 (hereinafter “Four Season Siding”), is, upon information and belief, an person doing business in the State of South Carolina. At all times relevant to this action, Four Season Siding performed various work and/or repairs as a sub-subcontractor for Defendant Simons Construction at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the exterior cladding, siding, exterior trim, and related components on some or all of the Winsor Buildings.**

55. **Defendant Standard Precast Walls, LLC, formerly identified as John Doe #52 (hereinafter “Precast Walls”), is, upon information and belief, a limited liability company organized and existing under the laws of the State of Georgia. At all times relevant to this action, Precast Walls performed various work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the design, manufacture, supply and installation of the precast walls, related sealant joints, waterproofing, flashing, and other associated components on Building 400.**

Ryland Subcontractors

56. **Defendant Alpha Omega Construction Group, Inc., formerly identified as John Doe #3 (hereinafter “Alpha Omega”), is a corporation organized and existing under the laws of the State of North Carolina. At all times relevant to this action, Alpha Omega performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products**

used in the construction of the 656 Townhomes, including but not limited to the installation of the roofing and related waterproofing, flashing, and other associated components on some or all of the **Ryland Buildings**.

57. Defendant Builders FirstSource, Inc., formerly identified as John Doe #6 (hereinafter “Builders FirstSource”), is a corporation organized and existing under the laws of the State of Delaware. At all times relevant to this action, Builders FirstSource performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the windows and related waterproofing, flashing, and other associated components on some or all of the **Ryland Buildings**.

58. Defendant Builders FirstSource-Atlantic Group, LLC, formerly identified as John Doe #7 (hereinafter “Builders FirstSource-Atlantic”), is a company organized and existing under the laws of the State of Delaware. At all times relevant to this action, Builders FirstSource-Atlantic performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the windows and related waterproofing, flashing, and other associated components on some or all of the **Ryland Buildings**.

59. Defendant Builders FirstSource-Florida, LLC a/k/a Builders FirstSource-Florida Design Center, LLC, formerly identified as John Doe #8 (hereinafter “Builders FirstSource-Florida”), is a company organized and existing under the laws of a State other than South Carolina. At all times relevant to this action, Builders FirstSource-Florida performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation

of the windows and related waterproofing, flashing, and other associated components on some or all of the **Ryland Buildings**.

60. Defendant Builders FirstSource-Southeast Group, LLC, formerly identified as John Doe #9 (hereinafter “Builders FirstSource-Southeast”), is a company organized and existing under the laws of the State of Delaware. At all times relevant to this action, Builders FirstSource-Southeast performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the windows and related waterproofing, flashing, and other associated components on some or all of the **Ryland Buildings**.

61. Defendant Charlotte Flooring, Inc., formerly identified as John Doe #10 (hereinafter “Charlotte Flooring”), is a company organized and existing under the laws of the State of North Carolina. At all times relevant to this action, Charlotte Flooring performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the ceramic tile and other associated components on some or all of the **Ryland Buildings**.

62. Defendant Diria Tawi Painting, Inc., formerly identified as John Doe #11 (hereinafter “Diria Tawi”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Diria Tawi performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the paint, caulking, and related waterproofing, flashing, and other associated components on some or all of the **Ryland Buildings**.

63. Defendant Fogel Services, Inc., formerly identified as John Doe #13 (hereinafter “Fogel Services”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Fogel Services performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes including but not limited to the supply and installation of the HVAC systems and associated components in some or all of the **Ryland Buildings**.

64. Defendant Land/Site Services, Inc., formerly identified as John Doe #17 (hereinafter “Land/Site Services”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Land/Site Services performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to performing the site work and related components in the construction of the **Ryland Buildings**.

65. Defendant Lutzen Construction, Inc., formerly identified as John Doe #19 (hereinafter “Lutzen Construction”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Lutzen Construction performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the foundations, concrete slabs, and other related components in the construction of the **Ryland Buildings**.

66. Defendant PJ Sanchez Masonry, LLC, formerly identified as John Doe #21 (hereinafter “PJ Sanchez Masonry”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, PJ Sanchez Masonry performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to

the supply and installation of the masonry veneer, masonry columns, concrete footings, masonry foundations, and related components in some or all of the **Ryland Buildings**.

67. Defendant Novac Construction, Inc., formerly identified as John Doe #29 (hereinafter “Novac Construction”), is a corporation organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Novac Construction performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the framing members, windows, doors, and related components and performed other work on some or all of the **Ryland Buildings**.

68. Defendant Hurley Services, LLC, formerly identified as John Doe #41 (hereinafter “Hurley Services”), is an entity organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Hurley Services performed certain work and/or repairs as a sub-subcontractor for Defendant Builders First Source at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the windows, doors, and related waterproofing, flashing, and other associated components on some or all of the **Ryland Buildings**.

69. Defendant Charleston Exteriors LLC, formerly identified as John Doe #42 (hereinafter “Charleston Exteriors”), is an entity organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Charleston Exteriors performed certain work and/or repairs as a sub-subcontractor for Defendant Builders First Source at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation

of the windows, doors, and related waterproofing, flashing, and other associated components on some or all of the Ryland Buildings.

70. Defendant Sunrise Siding, LLC formerly identified as John Doe #47, is, upon information and belief, a limited liability corporation organized in the State of South Carolina. At all times relevant to this action, Sunrise Siding performed various work and/or repairs as a sub-subcontractor for Defendant Simons Construction at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the exterior cladding, siding, exterior trim, and related components on some or all of the Ryland Buildings.

71. Defendant Garcia Roofing, LLC, formerly identified as John Doe #48 (hereinafter “Garcia”), is, upon information and belief, a limited liability corporation organized under the laws of the State of South Carolina. At all times relevant to this action, Garcia Roofing, LLC, performed various work and/or repairs as a sub-subcontractor for Defendant Alpha Omega at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the installation of the roofing and related waterproofing, flashing, and other associated components on some or all of the Ryland Buildings.

72. Defendant Espino Roofing, LLC, formerly identified as John Doe #49 (hereinafter “Espino”), is, upon information and belief, a limited liability corporation organized under the laws of the State of South Carolina. At all times relevant to this action, Espino performed various work and/or repairs as a sub-subcontractor for Defendant Alpha Omega at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the installation of the

roofing and related waterproofing, flashing, and other associated components on some or all of the Ryland Buildings.

73. Defendant Miguel Painting, LLC, formerly identified as John Doe #50 (hereinafter “Miguel”), is, upon information and belief, a limited liability corporation organized under the laws of the State of South Carolina. At all times relevant to this action, Miguel performed various work and/or repairs as a sub-subcontractor for Defendant Diria Tawi at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the paint, caulking, and related waterproofing, flashing, and other associated components on some or all of the Ryland Buildings.

74. Defendant Horacio Jasso, formerly identified as John Doe #51 (hereinafter “Jasso”), is, upon information and belief, a citizen of and resident of the State of South Carolina. At all times relevant to this action, Jasso performed various work and/or repairs as a sub-subcontractor for Defendant Diria Tawi at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the paint, caulking, and related waterproofing, flashing, and other associated components on some or all of the Ryland Buildings.

75. Defendant Alfonso Rodriguez a/k/a Alfonso Rodriguez, Jr. d/b/a AR Services Co. formerly identified as John Doe #53 (hereinafter “AR Services”), is, upon information and belief, an individual that resides in Orangeburg County and performs HVAC installation in Charleston County, South Carolina. At all times relevant to this action, AR Services performed various work and/or repairs as a subcontractor for Defendant Fogel Services at the 656 Townhomes, including but not limited to the supply and installation of the HVAC systems and associated components in some or all of the Ryland Buildings.

76. **Defendant Alfonso Rodriguez Vasquez a/k/a Alfonso Rodriguez, Sr. formerly identified as John Doe #54 (hereinafter “Alfonso Vasquez”), is, upon information and belief, an individual that resides in Dorchester County and performs HVAC installation in Charleston County, South Carolina. At all times relevant to this action, Alfonso Vasquez performed various work and/or repairs as a subcontractor for Defendant Fogel Services at the 656 Townhomes, including but not limited to the supply and installation of the HVAC systems and associated components in some or all of the Ryland Buildings.**

Dual Provider Subcontractors

77. Defendant East Coast Wall Systems, Inc., formerly identified as John Doe #12 (hereinafter “East Coast Wall Systems”), is a company organized and existing under the laws of the State of North Carolina. At all times relevant to this action, East Coast Wall Systems performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the drywall, painting, and related waterproofing, flashing, and other associated components on some or all of the homes.

78. Defendant Simons Construction Company, LLC, formerly identified as John Doe #23 (hereinafter “Simons Construction”), is a company organized and existing under the laws of the State of South Carolina. At all times relevant to this action, Simons Construction performed certain work and/or repairs as a subcontractor at the 656 Townhomes and/or supplied certain materials/products used in the construction of the 656 Townhomes, including but not limited to the supply and installation of the exterior cladding, siding, exterior trim, and related components on some or all of the homes.

79. **East Coast Wall Systems and Simons Construction performed work on both the Winsor Buildings and the Ryland Buildings at the project.**

80. **John Doe Defendants 55-75 are the designers, subcontractors, suppliers and/or other entities involved in the design, construction, material manufacturing and/or supplying and/or repair of the 656 Coleman Townhomes, whose identity and location are unknown at this time.**

FACTUAL ALLEGATIONS

81. This matter arises out of the design, development, construction, repair and sale of the 656 Coleman Townhomes.

82. At the time the Certificates of Occupancy were issued, the 656 Coleman Townhomes contained latent building defects.

83. The latent building defects in combination with fortuitous events, weather, repeated water intrusion, and/or other events have resulted in consequential damage to non-defective building components and other property.

84. A preliminary inspection of 656 Coleman Townhomes evidences failure of one or more components of the exterior building envelopes; water intrusion into and through the exterior building envelope; and resulting consequential damage to non-defective building components. Inspection also reveals failure of other various and sundry building components, with consequential damages resulting there from.

85. Defendants had a duty to design, develop, construct, and repair 656 Coleman Townhomes in a workmanlike manner with suitable materials and free from all defects.

86. The aforementioned deficiencies and consequential damages evidence that Defendants breached their duties to Plaintiffs.

87. The Defendants' acts and omissions have resulted in building deficiencies, consequential damages, and partial loss of use and enjoyment.

88. Remediating the above-wrongs will result in additional consequential damages and loss of use.

89. As a direct and proximate result of Defendants' violation of their legal duties, Plaintiff and class members have been proximately damaged in an amount to be determined by the trier of fact, and have had to incur reasonable attorney's fees and costs for the retention of experts to determine the damage and the scope of work for repair.

90. Upon information and belief, the water intrusion and resulting consequential damages commenced shortly after completion and have occurred and have been occurring in each and every year since commencement and constitute "occurrences" and "property damage" under the standard and/or typical commercial general liability policies.

PLAINTIFFS CLASS ACTION ALLEGATIONS

91. Pursuant to the common law of South Carolina and Rule 23 of the South Carolina Rules of Civil Procedure ("SCRCP"), Plaintiff Nutley **and Plaintiff Horres** bring this action both individually and as a proposed class action against Defendants on behalf of themselves and all other similarly situated persons and entities, who own, per the class definition, a townhome within 656 Coleman Townhomes (hereinafter collectively referred to as the "Class"). The Class is particularly defined as follows:

All persons and entities that own a condominium within 656 Coleman Townhomes located in the Town of Mt. Pleasant, Charleston County, South Carolina.

Excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendants and any entity in which Defendants have a controlling interest or which have a controlling interest in Defendants and their legal representatives, assigns and successors of Defendants and Defendants' current or former employees, investors, members, or officers; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

92. **Plaintiff Nutley and Plaintiff Horres will each represent a sub-class, where Plaintiff Nutley represents the Class Members who own homes built by Ryland and its subcontractors, and Plaintiff Horres represents the Class Members who own homes built by Winsor South and its subcontractors.**

93. *Numerosity*: The Class is composed of in excess of fifty (50) persons geographically dispersed throughout the State of South Carolina, the joinder of whom in one action is impractical. **When spouses and co-owners are considered, the Class is expected to be in excess of one hundred members.**

94. *Commonality*: Questions of law and fact common to the Class exist as to all members of the Class and predominate over any questions affecting only individual members of the Class. These common legal and factual issues include the following:

- (a) Whether Defendants negligently designed, developed constructed and/or repaired 656 Coleman Townhomes;
- (b) Whether the construction and/or repair of 656 Coleman Townhomes was defective;
- (c) Whether Defendants knew or should have known of the original defects;
- (d) Whether Defendants have acted or refused to act on grounds generally applicable to the Class;
- (e) Whether Plaintiff and the Class are entitled to compensatory damages, including, among other things: (i) compensation for all out-of-pocket monies expended by other members of the Class for repair of their townhomes as well as repair/replacement of other property damage; (ii) temporary repairs and (iii) compensation for loss of use; and,
- (f) Whether the Plaintiff and the Class are entitled to prejudgment interest, attorneys' fees and costs from Defendants.

95. *Typicality*: Plaintiffs' claims are typical of the claims of the members of the Class, as all such claims arise out of Defendants' wrongful conduct in designing, developing, constructing, repairing, and selling 656 Coleman Townhomes, Defendants' conduct in concealing the defective condition of 656 Coleman Townhomes, and Plaintiffs' and Class Members' purchasing homes containing building defects.

96. *Adequate Representation*: Plaintiff Nutley **and Plaintiff Horres** will fairly and

adequately protect the interests of the members of the Class and have no interests antagonistic to those of the Class. Plaintiff Nutley **and Plaintiff Horres** have retained counsel experienced in the prosecution of construction defect claims and complex litigation, including consumer class actions involving product liability and product design defects.

97. *Predominance and Superiority*: This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Should individual Class Members be required to bring separate actions, this Court would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single Court. Additionally, given potential overlapping ownership of some building elements, the class action is the superior mechanism for the presentation of this action.

98. Further, class certification is necessary because of the co-ownership of many of the building components require that Plaintiffs' claims be prosecuted together.

99. Defendants have acted on grounds generally applicable to the Class. Class certification is appropriate under South Carolina law because Defendants engaged in a uniform and common practice. All Class Members have the same legal right to and interest in redress for damages associated with the defective conditions existing within 656 Coleman Townhomes.

100. Plaintiff Nutley, **Plaintiff Horres** and the Class envision no unusual difficulty in the management of this action as a class action.

101. Each Class Member has an interest of more than \$100.00.

102. The relationship of the class claims with each other and with the Association claims makes piece meal litigation and individual claims difficult.

**ESTOPPEL FROM PLEADING AND TOLLING OF
APPLICABLE STATUTES OF LIMITATIONS**

103. Defendants are estopped from relying on any statutes of limitation or repose by virtue of their acts. Upon information and belief, Defendants should have known 656 Coleman Townhomes was defectively constructed and failed to alert the Plaintiffs of 656 Coleman Townhomes' defective condition.

104. Defendants had a duty to inform Plaintiffs of the defects described herein, which they should have known. Notwithstanding their duty, Defendants never disclosed the defects to Plaintiffs.

105. Despite exercising reasonable diligence, Plaintiffs could not have discovered the defective condition of 656 Coleman Townhomes due to their latency.

106. Given Defendants' failure to disclose this non-public information about the defective nature of 656 Coleman Townhomes – information over which they had exclusive control – and because Plaintiffs could not reasonably have known of 656 Coleman Townhomes' defective nature, Defendants are estopped from relying on any statutes of limitations or repose that might otherwise be applicable to the claims asserted herein.

ESTOPPEL FROM PLEADING WARRANTY OBLIGATION

107. Defendants are also estopped from relying on any warranty obligation as a defense to Plaintiffs' claims.

108. By virtue of Defendants' acts, the work performed and/or materials supplied at 656 Coleman Townhomes have not lived up to Defendants' warranties and representations, and given

the defective condition of 656 Coleman Townhomes and the premature deterioration of the life expectancy of 656 Coleman Townhomes' building components that require unexpected maintenance, wear and/or replacement, the building components have not proven to be of value when compared to other building components.

109. Defendants, in the exercise of required diligence, which negligently failed to occur, should have known that 656 Coleman Townhomes was defective in design, construction and/or repair, and its building components were not fit for their ordinary and intended use, were not merchantable, and failed to perform in accordance with the advertisements, marketing materials and warranties disseminated by Defendants or with the reasonable expectations of ordinary consumers such as Plaintiff and the Class. In fact, Defendants have previously seen other similar failures at other projects they have constructed.

110. Accordingly, any warranty provided by Defendants fails its essential purpose because its purports to warrant that 656 Coleman Townhomes and/or its building components will be free from defects for a limited period of time when in fact 656 Coleman Townhomes and/or its building components fail far short of the expected life cycle of the townhomes.

111. Moreover, Defendants' warranties are woefully inadequate to repair and replace failed building components, let alone reimburse for any damage suffered to the underlying structure. The remedies available under Defendants' warranties are limited to such an extent that they do not provide a minimum adequate remedy.

112. Moreover, given the comparative posture, resources, sophistication, and knowledge of the parties, the warranty limitations are procedurally unconscionable; and given Defendants knew or should have known that the defects existed at the time they issued the warranty, the limitations are substantively unconscionable.

113. As a result, any limitations on the remedies encompassed within Defendants'

warranties are unconscionable and unenforceable, and therefore, Defendants are estopped from relying on the same.

ESTOPPEL FOR PLEADING NOTICE OF OPPORTUNITY TO CURE

114. The Defendants are further estopped from relying on the Notice of Opportunity to Cure Act to stay the progression of Plaintiffs' claims.

115. Upon information and belief, one or more of the Defendants were put on sufficient notice of 656 Coleman Townhomes' defective condition within any statutory period prescribed by the Act.

116. Therefore, the Defendants were provided an opportunity to cure 656 Coleman Townhomes' defective condition previously, but failed to adequately perform.

FOR A FIRST CAUSE OF ACTION
(Negligence/Gross Negligence as to All Defendants)

117. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

118. At all times relevant hereto, the Defendants, their agents, servants, employees, and subcontractors undertook and had a duty to Plaintiffs to exercise and use due care in the design, construction and repair of 656 Coleman Townhomes in a good workmanlike manner and with suitable materials, in accordance with the applicable building codes, state law, good design, and in conformance with the prevailing industry standards.

119. Defendants breached their duties to Plaintiff and the Class in a manner that was negligent, careless, reckless, grossly negligent, willful, and wanton in the following particulars:

- (a) In failing to construct 656 Coleman Townhomes in accordance with building code, the plans and specifications, and good workmanship;
- (b) In failing to properly supervise the work and construction of 656 Coleman Townhomes;
- (c) In failing to properly coordinate the subcontractors;
- (d) In failing to construct an adequate exterior building envelope;

- (e) In failing to act as a reasonable person would in the circumstances then and there prevailing;
- (f) In covering up their own defective work and the defective work of others;
- (g) In failing to make proper repairs; and
- (h) Such other failures to be proven at trial.

120. Plaintiffs have been damaged as a direct and proximate result of the negligence, carelessness, recklessness, gross negligence, willfulness, and wantonness of the Defendants.

121. If it is shown that said failures were committed with gross negligence and/or reckless disregard for the rights of others, and/or constituted negligence *per se*, Plaintiffs are entitled to an award of punitive damages against the Defendants.

FOR A SECOND CAUSE OF ACTION
(Breach of Warranty as to all Defendants)

122. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs as if more fully set forth herein.

123. The design, construction, sale, and repair of 656 Coleman Townhomes came with implied warranties that the work would be performed in a careful, diligent and workmanlike manner and that 656 Coleman Townhomes would be constructed with suitable materials and components and free from all defects and be of superior quality befitting of an upscale condominium complex.

124. The design, construction, sale and/or repair of 656 Coleman Townhomes, and the components used therein, came with implied warranties of fitness, merchantability and workmanship and with a warranty of habitability.

125. Defendants have breached their warranties by constructing and/or repairing 656 Coleman Townhomes in a defective manner as set forth above.

126. As a direct and proximate result of the Defendants' breach of the implied warranty, Plaintiffs' have suffered actual and consequential damages.

FOR A THIRD CAUSE OF ACTION

(Strict Liability in Tort: *S.C. Code Ann.* §§ 15-73-10, *et seq.* as to Atlantic Construction Services, Inc.; Buck Lumber and Building Supply, Inc.; Builders FirstSource, Inc.; Builders FirstSource-Atlantic Group, LLC; Builders FirstSource-Florida, LLC a/k/a Builders FirstSource-Florida Design Center, LLC; Builders FirstSource-Southeast Group, LLC; New Horizon Shutters, Inc. a/k/a New Horizon Shutters International, LLC; Standard Precast Walls, LLC; and Speedtruss, Inc.)

127. Plaintiffs repeat and re-allege the allegations contained in the above paragraphs if more fully set forth herein.

128. In manufacturing and supplying products for the construction of the 656 Coleman Townhomes, **Atlantic Construction Services, Inc.; Buck Lumber and Building Supply, Inc.; Builders FirstSource, Inc.; Builders FirstSource-Atlantic Group, LLC; Builders FirstSource-Florida, LLC a/k/a Builders FirstSource-Florida Design Center, LLC; Builders FirstSource-Southeast Group, LLC; New Horizon Shutters, Inc. a/k/a New Horizon Shutters International, LLC; Standard Precast Walls, LLC; and Speedtruss, Inc.**, placed products into the stream of commerce.

129. By introducing their products into the stream of commerce, these Defendants represented said products were safe and suitable for their foreseeable use.

130. In the manufacture and supply of products to the 656 Coleman Townhomes, these Defendants, anticipated and expected that their products would reach the public in substantially the same condition in which they were designed, developed, constructed, and sold.

131. These Defendants, have supplied and manufactured their products in a defective manner unreasonably dangerous to persons or property other than the products themselves, which has resulted in repeated water intrusion into and damage to the 656 Coleman townhomes and other building deficiencies.

132. Plaintiffs could not have discovered the product defects through the exercise of reasonable care.

133. The cost of altering the design, construction, and/or repair of the products supplied to the 656 Coleman Townhomes was substantially less than the resulting damage, cost, and injury suffered by the Plaintiffs.

134. The design and manufacture of the products supplied to the 656 Coleman Townhomes was inherently defective as sold was a direct and proximate cause of the damages suffered by Plaintiffs.

135. These Defendants, are therefore liable to Plaintiffs under the doctrine of strict liability in an amount to be determined by the trier of fact.

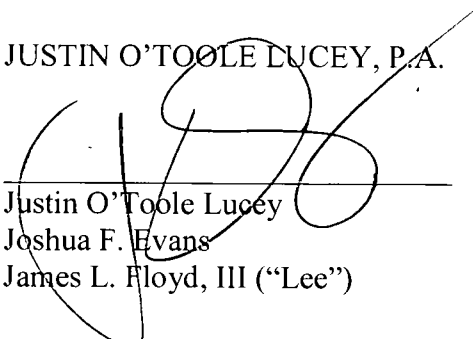
WHEREFORE, Plaintiffs demand a trial by jury and pray for:

1. a judgment against the Defendants that supplied labor and/or materials to the Winsor South Buildings, joint and several;
2. a judgment against the Defendants that supplied labor and/or materials to the Ryland Buildings, joint and several;
3. actual and consequential damages;
4. punitive damages;
5. reasonable attorneys' fees;
6. costs of suit;
7. prejudgment interest;
8. such further relief as the Court deems just and proper.

Respectfully submitted,

JUSTIN O'TOOLE LUCEY, P.A.

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January 7, 2019
Charleston, South Carolina

CERTIFICATE OF SERVICE

I, Lee Weiland, an employee of the law offices of Justin O’Toole Lucey, P.A., attorney for the Plaintiffs, hereby certifies that on January 7, 2019, I have served the below-listed counsel and parties in this action with a copy of the foregoing by mailing and/or emailing a copy of same to the following address:

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January 7, 2019

VIA U.S. MAIL

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

Re: *Six Fifty Six Owners Association, Inc., et al. v. Winsor South, LLC, et al.*
Case No.: 2016-CP-10-3455

Dear Ms. Armstrong:

Please find enclosed for filing the one (1) original and one (1) copy of **Plaintiffs' Third Amended Summons and Third Amended Complaint** in the above-referenced matter. Please forward these documents to the appropriate person for filing, and return a file-stamped copy in the enclosed, self-addressed envelope.

Please feel free to contact me should you have any questions or concerns regarding this matter. Thank you in advance for your attention to this request.

Sincerely,



Lee Weiland
Paralegal to James L. Floyd, III ("Lee")

Enclosures (as stated)
cc: All parties of record