

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

William G. Jameson and Bill Lane on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

Ply Gem Specialty Products, LLC and  
Cornerstone Building Brands Services, Inc.

Defendants.

Case No.: 0:25-cv-06223-MGL

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. § § 1332, 1441, and 1446, Defendant Ply Gem Specialty Products, LLC, by and through its undersigned counsel, with the consent of Cornerstone Building Brands, Inc. improperly named Cornerstone Building Brands Services, Inc., hereby files this Notice of Removal of the above-captioned action to this Court and states as follows:

1. Ply Gem Specialty Products, LLC (“Ply Gem”) and Cornerstone Building Brands, Inc., improperly named Cornerstone Building Brands Services, Inc. (“Cornerstone”) are defendants in Civil Action No.: 2025-CP-29-00546 filed by Plaintiffs William G. Jameson and Bill Lane (“Plaintiffs”) in the Court of Common Pleas for Lancaster County, State of South Carolina (the “State Court Action”).

2. The Complaint in the State Court Action was filed on May 1, 2025, and Ply Gem first received the Complaint on May 27, 2025.

3. This Notice of Removal is being filed with this Court within thirty (30) days after Ply Gem received a copy of the Complaint setting forth the claims for relief upon which Plaintiffs’ action is based.

4. This Court is the proper district court for removal because the State Court Action is pending within this district.

5. Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders served upon Ply Gem in the State Court Action is attached hereto as **Exhibit A**.

6. Removal is proper under 28 U.S.C. § 1332(a) in that there is complete diversity and this action involves allegations that Plaintiffs seek in excess of \$75,000.00.

7. Specifically, Plaintiffs are both citizens and residents of Lancaster County, South Carolina. Defendant Ply Gem is a Delaware limited liability company which is a wholly owned subsidiary of Ply Gem Industries, Inc., a Delaware corporation with its principal place of business in North Carolina. Likewise, Cornerstone is a Delaware corporation with its principal place of business in North Carolina. Accordingly, there is complete diversity.

8. The Complaint in the State Court Action alleges that Defendants improperly designed and manufactured certain windows. The Complaint purports to state causes of action for (i) Negligence/Gross Negligence; (ii) Breach of Warranty; (iii) Defective Product- Defective Design as to Ply Gem; (iv) Defective Product- Defective Manufacture; and (v) Defective Product- Failure to Warn. Plaintiffs seek actual and punitive damages in an unspecified amount. However, Plaintiffs allege that all windows in their homes are defective, in violation of certain alleged warranties, and were negligently designed. Plaintiffs allege that Defendants were negligent in “manufacturing the windows in a manner where Defendants knew or should have known water intrusion was unavoidable” and “designing and manufacturing the windows in such a manner that damage to the sills and frames surrounding the windows, and to the surrounding interior of the homes was likely.” Compl. ¶ 91. Thus, it is apparent that Plaintiffs seek damages in addition to the alleged damage associated with the window itself, and in excess of \$75,000.

9. As set forth below, the only remaining Defendant, Cornerstone, has consented to removal.

10. This Court has original jurisdiction of this action under 28 U.S.C. § 1332(a). Section 1332(a) provides that “district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000,” and is between “citizens of different States.” Cases meeting this criterion may be removed to this Court pursuant to 28 U.S.C. §§ 1441 and 1446.

11. Removal is further proper under 28 U.S.C. § 1332(d) because Plaintiffs bring this action as a putative class action and are citizens of the State of South Carolina, while Defendants are considered residents of Delaware and North Carolina for diversity purposes, as more specifically set forth above. Moreover, Plaintiffs allege that this action concerns all windows within the Queensbridge neighborhood which allegedly includes two hundred fifty one (251) homes. Compl. ¶ 75. Plaintiffs further allege that Defendants were negligent in “manufacturing the windows in a manner where Defendants knew or should have known water intrusion was unavoidable” and “designing and manufacturing the windows in such a manner that damage to the sills and frames surrounding the windows, and to the surrounding interior of the homes was likely.” Compl. ¶ 91. Given that Plaintiffs seek alleged damages arising out of all windows within, and alleged resulting damages, to two hundred fifty one (251) homes and punitive damages, it is apparent that Plaintiffs seek recovery on behalf of the putative class in excess of \$5,000,000.00.

12. Thus, this Court has original jurisdiction of this action under 28 U.S.C. 1332(d). Section 1332(d) provides that “district courts shall have original jurisdiction of any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000.00” and is a class action in which “any member of a class of plaintiffs is a citizen of a state different from any defendant.”

Cases meeting this criterion may be removed to this Court pursuant to 28 U.S.C. §§ 1441 and 1446.

13. Promptly after the filing of this Notice of Removal, Defendant shall provide notice of the removal to Plaintiff, and shall file a copy of this Notice with the clerk of the Court in the State Court Action, as required by 28 U.S.C. § 1446(d).

Respectfully Submitted this 26<sup>th</sup> day of June, 2025.

ADAMS AND REESE, L.L.P.

/s/ W. Taylor Stanley

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WE CONSENT TO REMOVAL:

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*Attorneys for Defendant Cornerstone Building  
Brands, Inc. improperly named Cornerstone  
Building Brands Services, Inc.*

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LANCASTER

SIXTH JUDICIAL CIRCUIT

William G. Jameson and Bill Lane on behalf  
of themselves and all others similarly  
situated

Plaintiffs,

vs.

Ply Gem Specialty Products, LLC,  
Cornerstone Building Brands Services, Inc.,

Defendants.

Civil Case No.: 2025-CP-29-\_\_\_\_\_

**SUMMONS**

TO THE DEFENDANTS NAMED ABOVE:

You are hereby summoned and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to said Complaint on the undersigned attorneys at their offices at 1111 Church Street, Camden, South Carolina, 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, judgment by default will be rendered against you for the relief demanded in the Complaint.

BY: /s Vincent A. Sheheen  
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May 1, 2025

*ATTORNEYS FOR PLAINTIFFS*

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LANCASTER

SIXTH JUDICIAL CIRCUIT

William G. Jameson and Bill Lane on behalf  
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Civil Case No.: 2025-CP-29-\_\_\_\_

**CLASS ACTION COMPLAINT**

(Jury Trial Demanded)

Plaintiffs, William G. Jameson and Bill Lane, on behalf of themselves and all others similarly situated, by and through their undersigned counsel, hereby bring this Complaint against Ply Gem Specialty Products, LLC, and Cornerstone Building Brands Services, Inc., and allege as follows:

**INTRODUCTION**

1. Plaintiffs William G. Jameson and Bill Lane are homeowners and residents of Queensbridge, a residential neighborhood in Lancaster County, South Carolina consisting of 250 homes built at the same time, by the same builder, and using the same materials and suppliers.

2. Defendants Ply Gem Specialty Products, LLC (“Defendant Ply Gem”) and Cornerstone Building Brands Services, Inc., (“Defendant Cornerstone”) collectively and individually marketed, manufactured, supplied and distributed their Ply Gem Windows and Doors Builder 1100 Series vinyl windows, and similar Ply Gem Windows and Doors series new construction vinyl windows, for installation into Queensbridge.

3. Unbeknownst to Plaintiffs, Defendants Ply Gem and Cornerstone’s new

construction vinyl windows, including the Builder 1100 series, lacked basic features to prevent moisture intrusion. As a result, after installation, moisture accumulates within the interior glass of the windows, causing visible fogging, reduced visibility, water accumulation, moisture transfer to frames, sills and surrounding walls, and, potentially, mold, wood rot, and other harmful conditions.

4. This is an action on behalf of Plaintiffs and the class for damages associated with these failed windows.

### **PARTIES**

5. Plaintiff, William G. Jameson is a resident of Queensbridge neighborhood in Indian Land, County of Lancaster, South Carolina, which is the subject of this litigation.

6. Plaintiff, Bill Lane is a resident of Queensbridge neighborhood in Indian Land, County of Lancaster, South Carolina, which is the subject of this litigation.

7. Class Plaintiffs are residents of the Queensbridge Neighborhood in Indian Land, County of Lancaster, South Carolina.

8. Defendant Ply Gem Specialty Products, LLC (“Ply Gem”) is a Delaware limited liability company which is registered to do business in South Carolina, has conducted and/or availed itself of doing business throughout the United States, including South Carolina, and were, at all times relevant, engaged in the marketing, construction, sale, and delivery of vinyl windows and window products into the State of South Carolina, including into the Queensbridge Neighborhood.

9. Defendant Cornerstone Building Brands Services, Inc. (“Defendant Cornerstone”) is a Delaware corporation which is registered to do business in South Carolina, has conducted and/or availed itself of doing business throughout the United States, including South Carolina, and,

at all times relevant to this complaint, was engaged in the marketing, sale, distribution, and delivery of Defendant Ply Gem's new construction vinyl windows into the State of South Carolina including into the Queensbridge Neighborhood.

10. Together Defendant Ply Gem and Defendant Cornerstone manufacture, market, sell, and distribute the Ply Gem Windows & Doors brand vinyl Builder 1100 series of insulated windows, including throughout South Carolina, and specifically in the Queensbridge neighborhood.

### **JURISDICTION AND VENUE**

11. At all times relevant to this complaint, Defendants have engaged in the business of manufacturing, marketing, selling and supplying new construction vinyl windows and window products into South Carolina, including into the Queensbridge neighborhood in Lancaster County, South Carolina.

12. By marketing, selling, and distributing their vinyl windows and window products into South Carolina, Defendants have availed themselves of the laws of South Carolina and are subject to its jurisdiction pursuant to S.C. Code Ann. § 36-2-803(8) as well as the common law.

13. The acts, omissions, and conduct leading to this complaint occurred in Lancaster County, South Carolina and arose pursuant to South Carolina laws, and involved homes and homeowners in South Carolina.

14. This Court may therefore exercise jurisdiction over the Defendants in this matter.

15. Venue is also proper as the most substantial part of the alleged acts or omissions took place in Lancaster County.

### **FACTUAL ALLEGATIONS**

16. Plaintiffs repeat and reallege the preceding paragraphs as though repeated verbatim

herein.

17. This matter arises out of the marketing, design, manufacture, and sale of the Ply Gem Windows & Doors new construction vinyl windows and window products into homes in the Queensbridge neighborhood located in Indian Land, Lancaster County, South Carolina (“Queensbridge”), including the houses of Plaintiffs William G. Jameson and Bill Lane.

18. Class Plaintiffs are the original homeowners of their homes.

19. Queensbridge Includes two hundred and fifty-one (251) homes.

20. At all times relevant to this complaint, and upon information and belief, Defendant Ply Gem and Cornerstone were responsible for the manufacture, design, and distribution of the Ply Gem Windows & Doors Builder 1100 series vinyl windows, including single hung, casement, sliding, awning, and picture, and related window products (“the windows”) into the homes in Queensbridge.

21. Of the windows, Defendant Ply Gem advertises on its website: “You can count on the 1100 Series windows for performance, style and value in a low-maintenance vinyl window line that provides the energy-efficient options you need for your new construction project.” *See* <https://www.plygem.com/windows/products/1100-vinyl-series/>

22. Defendants advertise that energy-efficient warm edge insulating glass is a standard feature of the windows.

23. Defendants include a 10-year warranty with the windows.

24. Of the insulated glass windows to which the warranty applies, the warranty states that the windows:

...shall be free from material obstruction of vision as a result of film accumulation on interior glass surfaces resulting exclusively from failure of the hermetic edge seal (from sources other than glass breakage or cracking) due to faulty manufacturing by Ply Gem Windows & Doors for a period of

ten (10) years from date of manufacture by Ply Gem Windows & Doors insulated window or door containing the unit.

25. The windows were installed prior to Plaintiffs' purchase of their homes.

26. The windows were installed based upon the contractor's decision to use Defendants' materials.

27. Plaintiffs Jameson and Lane have the windows installed in their homes.

28. The windows all suffer from the same or similar defects.

29. The windows are insulated glass units, which ordinarily require a desiccant as a defense against moisture intrusion.

30. In a properly manufactured insulated window, a desiccant serves the critical function of absorbing residual moisture trapped during manufacturing and small amounts of moisture that penetrate the seals over time.

31. Per industry standards, comparable insulated glass windows would ordinarily include a desiccant. The absence of a desiccant substantially increases the likelihood that the window will fail prematurely and cause moisture-related damage.

32. Defendants designed and manufactured the windows without a desiccant.

33. Upon information and belief, this design decision lowers the overall cost of manufacturing the windows but greatly increases the risk of water intrusion and water damage.

34. In addition, the windows installed in the Queensbridge neighborhood contained improperly placed and/or faulty setting blocks and sealant materials, which were incapable of preventing water intrusion.

35. The windows installed in the Queensbridge neighborhood also contain defective weep systems, which cannot effectively discharge water intrusion.

36. The lack of a desiccant in the windows and window products combined with poorly

placed or faulty setting blocks and seals, and a defective weep system results in water intrusion into the windows, which causes visible fogging and condensation between the panes, water dripping into the interior of the window, moisture absorption to frames, sills, and surrounding walls, and potential wood rot, mold, and damage to drywall, paint, and wallpaper near the windows.

37. Upon information and belief, Defendants knew or should have known that, despite marketing the windows as cost-effective, energy efficient, and intended to last for at least a decade, significant design and manufacturing defects render the windows unusable and require replacement long before the warranty period.

38. At the time each house in Queensbridge was sold, they contained the windows.

39. Upon information and belief, Defendants failed to appropriately test the long-term performance of the windows and further failed to adequately test or check the performance of the window components.

40. Moreover, given the obvious design flaws, Defendants knew or should have known that the windows would fail any performance testing.

41. Upon information and belief, Defendants knew or should have known that, as designed and manufactured, the windows installed in the Queensbridge neighborhood allowed water intrusion and film accumulation upon the interior glass, and could result in damage to the frames, sills, and interior of the homes.

42. A window that permits water intrusion violates building codes and industry standards.

43. As a result, Defendants' windows, installed in the Queensbridge neighborhood, constitute failed windows.

44. The deficiencies described in this complaint existed at the time Defendants manufactured and distributed the windows.

45. The windows were installed in substantially the same condition as manufactured.

46. The defects described in this complaint may appear immediately but may also appear over time based upon normal use of the products and weather conditions.

47. Plaintiffs and the class would have no way to know that the windows installed in their homes were designed and manufactured with significant defects, including defects leading to water intrusion and film accumulation.

48. Plaintiffs Jameson and Lane placed Defendants on notice of these defects by seeking replacement windows pursuant to the terms of their warranties.

49. After initially noticing the film accumulation on one of his windows, on March 15, 2024, Plaintiff Jameson requested replacement of the windows, per his warranty.

50. Defendants provided replacement windows; however, these windows contained the same design and manufacturing flaws. Thus, water intrusion and film accumulation continue.

51. In addition, Plaintiff Jameson was forced to pay costs associated with shipping and installation of his replacement windows, which were still defective as designed and manufactured.

52. After initially noticing film accumulation on one of his windows, Plaintiff Lane requested replacement of the windows, per his warranty.

53. Defendants provided replacement windows; however, these windows contained the same design and manufacturing flaws. Thus, the water intrusion and film accumulation continue.

54. In addition, Plaintiff Lane was forced to pay costs associated with shipping and installation of his replacement windows, which were still defective as designed and manufactured.

55. Upon information and belief, other Queensbridge residents have similarly

requested replacement windows due to these same water intrusion and film accumulation defects and have received defective replacement windows.

56. The defects described in this complaint are due to fundamental design, engineering, and manufacturing errors well within Defendants' abilities and areas of expertise.

57. When Plaintiffs, as original homeowners, purchased their homes, Defendants' windows included an express warranty, which became a part of the bargain between Defendants and the original homeowners in Queensbridge.

58. In addition, Plaintiffs' and the class members' purchase agreements contain express provisions transferring manufacturers' warranties to Plaintiffs as purchasers. The transfer of the manufacturer's warranties forms a part of the basis of the bargain at the time of purchase.

59. Defendants' warranties transferred to Plaintiffs and the class members.

60. Regardless of a warranty transfer, the average homeowner reasonably expects that products installed in their new construction home would contain manufacturer's warranties and that homeowners would have the right to seek relief under such warranties.

61. Defendant Ply Gem includes copies of its warranties for the windows on its website.

62. Defendants have made additional representations, both express and implied, through their website, brochures, marketing materials and other sources, all of which included representations that the windows were suitable for their ordinary purpose and free from defects.

63. These representations likely influenced the decision by builders, contractors, and those responsible for decision making relating to construction of Queensbridge to select the windows.

64. The warranties included on Defendant Ply Gem's website for the windows attempt to limit Defendants' responsibility as to the defects, including as follows:

- a. Allowing Defendants' exclusive right to select replacement of the defective windows or a refund;
  - b. In the event Defendants elect a replacement, the warranty excludes shipping and costs of labor and installation;
  - c. Requiring notice on a pre-set form (which homeowners may not have in their possession);
  - d. Precluding claims relating to damage caused by the water intrusion;
  - e. Allowing Defendants the exclusive choice to inspect the product before authorizing a warranty claim; and
  - f. Otherwise limiting homeowner claims against Defendants.
65. These limitations are one-sided and unconscionable and should not be enforced.
66. The warranty was not negotiated between Defendants, in the first instance, and the eventual homeowners, including Plaintiffs and the class members.
67. Moreover, the warranty is rendered useless by the fact that the replacement products include the same product defects as the original windows.
68. Even a refund fails to remedy Plaintiffs' damages as any refund for the product falls short of shipping, and installation costs associated with new windows.
69. By this suit, the remaining class members have placed Defendants on notice of their individual claims in addition to the prior notice Defendants received from the named representatives.
70. Based upon Defendants' knowledge of the windows' defects and Defendants' failure to honor warranties for these defective products, the warranties have failed, and the limitations included in the warranties are null and void, and Plaintiffs have been deprived of the

value of this bargain.

71. Plaintiffs and the class members have all incurred damages as a direct and proximate result of Defendants' conduct and the above-described defects due to film accumulation and water absorption within the windows, and related damage to their property including harmful mold, and wood rot.

72. These defects will continue unless each and every window is removed and replaced, and may otherwise cause additional consequential damages.

### **CLASS ALLEGATIONS**

73. Pursuant to the common law of South Carolina and Rule 23 of the South Carolina Rules of Civil Procedure ("SCRCP"), Plaintiffs William G. Jameson and Bill Lane 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 house within Queensbridge (hereinafter collectively referred to as the "Class"). The Class is particularly defined as follows:

All homeowners (whether persons and entities) within Queensbridge located in the County of Lancaster, South Carolina whose homes include the windows.

74. 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; (c) any other homeowner that has previously filed litigation that remains in process against any defendant herein; and (d) all persons who properly execute and file a timely request for exclusion from the Class.

75. Numerosity: The Class is composed of over Two Hundred and Fifty homeowners geographically located in Indian Land, County of Lancaster, State of South Carolina.

76. 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 the windows constitute failed windows;
- b. Whether Defendants were negligent in the design of the windows;
- c. Whether Defendants were negligent in the manufacture of the windows;
- d. Whether Defendants knew that the windows suffered from design and/or manufacturing defects;
- e. Whether Defendants concealed and/or failed to disclose these defects from consumers;
- f. Whether the defects set forth in this complaint constitute unreasonably dangerous conditions;
- g. Whether safer alternative designs existed for the windows;
- h. Whether Defendants knowingly sold defective products for installation into Queensbridge;
- i. Whether the defects set forth in this complaint rendered the windows in violation of applicable standards;
- j. Whether Defendants have acted or refused to act on grounds generally applicable to the Class;
- k. Whether Defendants' expertise and superiority and financial interest in sales transactions gave rise to a duty to disclose the material facts which were concealed;

thereby, giving rise to a claim for fraudulent concealment;

- l. Whether Plaintiffs 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 and replacement of the windows as well as necessary current and future repair/replacement of other property damage; (n) temporary repairs and (iii) compensation for loss of use; and,
- m. Whether the Plaintiffs are entitled to prejudgment interest, attorneys fees and costs from Defendants.

77. Typicality: Plaintiff's 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, manufacturing, distributing and selling the windows.

78. Adequate Representation: Plaintiff William G. Jameson and Bill Lane will fairly and adequately protect the interests of the members of the Class and have no interests antagonistic to those of the Class. Plaintiff William G. Jameson and Bill Lane 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.

79. 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.

80. 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 windows existing within Queensbridge.

81. Plaintiff William G. Jameson and Bill Lane and the Class envision no unusual difficulty in the management of this action as a class action.

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

#### **TIMELINESS**

83. Defendants are estopped from relying on any statutes of limitation or repose by virtue of their acts.

84. Upon information and belief, Defendants knew or should have known that the windows were defective as designed and manufactured because they lacked a desiccant and were therefore almost certain to fail. t

85. Defendants had a duty to inform Plaintiffs of the defects described herein, but failed to disclose the defects to Plaintiffs.

86. Despite exercising reasonable diligence, Plaintiffs could not have discovered the defective condition of the windows from inception as this condition is a latent condition, which may present over time.

87. Given Defendants' failure to disclose this non-public information about the

defective nature of the windows - information over which they had exclusive control - and because Plaintiffs could not reasonably have known that Defendants would design and manufacture a defective product, Defendants are estopped from relying on any statutes of limitations or repose that might otherwise be applicable to the claims asserted herein.

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

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

89. At all times relevant hereto, the Defendants, and their agents, servants, and employees, undertook and had a duty to Plaintiffs to exercise and use due care in the design, manufacture and distribution of the windows and the window products into Queensbridge houses in a good workmanlike manner, in accordance with applicable state law, good design, and the prevailing industry standards.

90. According to industry standards, insulated glass windows should include a desiccant and must include appropriate setting blocks and sealant to prevent water intrusion onto the interior glass.

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

- a. In failing to design the windows in accordance with industry standards;
- b. In manufacturing the windows in a manner where Defendants knew or should have known water intrusion was unavoidable;
- c. In designing and manufacturing the windows without a desiccant;
- d. In designing and manufacturing the windows with improperly placed and/or faulty setting blocks;

- e. In designing and manufacturing the windows with inadequate sealant;
- f. In designing and manufacturing the windows in a manner where water accumulation on the interior glass was a near-certainty, which impeded the sealant's ability to cure;
- g. In designing and manufacturing the windows in such a manner that damage to the sills and frames surrounding the windows, and to the surrounding interior of the homes, was likely;
- h. In selling defective windows for installation into Queensbridge;
- i. In shipping defective windows for installation into Queensbridge;
- j. In providing defective replacement windows containing substantially the same material defects as the windows;
- k. In failing to act as a reasonable person would in the circumstances then and there prevailing;
- l. In, upon information and belief, covering up their own defective work and the defective work of others;
- m. In failing to adequately test the windows to ensure adequate performance for a reasonable period;
- n. In knowingly avoiding performance tests based upon the windows' faulty design;
- o. In failing to make proper repairs; and
- p. Such other failures to be proven at trial.

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

Plaintiffs' damages include but are not limited to the cost of replacing the windows with a reasonable alternative design, the costs to repair and restoration damage to the sills, frames, and surrounding areas of the home impacted by moisture, and remediation costs.

89. 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)**

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

91. Defendants designed, manufactured, and supplied the windows in South Carolina, and specifically in the Queensbridge neighborhood, and marketed the windows under their brand, Ply Gem Windows & Doors, as energy-efficient, insulated glass windows.

92. Defendants' warranties, both express, and implicit, are applicable to the windows, including the windows installed in Plaintiffs' and class members' homes.

93. Plaintiffs' and the class members' purchase agreements transferred the manufacturers' warranties, and such transfers are valid and form the basis of the bargain at the time of purchase.

94. The design, manufacture, and sale of the windows into the Queensbridge houses came with express warranties that the windows would not allow water intrusion and accumulation upon the interior glass.

95. The design, manufacture, and sale of the windows into the Queensbridge houses came with implied warranties of fitness, merchantability and workmanship.

96. As set forth herein, the windows contain material defects, including the absence of

a desiccant and faulty set blocks and seals, all of which result in water intrusion to the interior glass, and related damage.

97. These defects are present at the time of manufacture and Defendants knew or should have known of these material defects.

98. Defendants have been repeatedly put on notice of the defects by homeowners who have advised of water accumulation to the interior glass.

99. Defendants have breached their warranties by designing, manufacturing, and distributing defective windows, and supplying the windows for installation into Queensbridge.

100. Plaintiffs and class members have the windows in their homes, and these windows have not been adequately repaired or replaced, and thus Plaintiffs and the class members have not received the benefit of the bargain of the express warranties.

101. Even where Plaintiffs have attempted to participate in the warranty process, Defendants provided faulty replacement windows containing the same material defects as the original windows.

102. Plaintiffs and class members have also been deprived of the value of their implied warranties in that the express warranties included with the windows have been breached and/or are unconscionable and unenforceable and fail to effectuate their essential purpose.

103. As a direct and proximate result of the Defendants' breach of the express and/or implied warranties, Plaintiffs have suffered actual and consequential damages.

**FOR A THIRD CAUSE OF ACTION**  
**(Defective Product – Defective Design – As to Defendant Ply Gem)**

104. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as if more fully set forth herein.

105. Defendant Ply Gem, and/or its subsidiaries or wholly controlled affiliates, designed

the windows intending for those windows to be installed in Plaintiffs and the class members' homes.

106. The windows are defectively designed and unreasonably dangerous in that they allow water to intrude into the interior glass, which can lead to damage, wood rot, and mold in the windows, sills, frames and interiors of Plaintiffs' homes.

107. Defendants placed the windows into the stream of commerce, they were intended to reach and did reach Plaintiffs and the class members.

108. The windows were in substantially the same condition as of the date of installation as at the time of manufacture.

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

110. At all times relevant, feasible alternative designs existed, namely, the use of a desiccant for water absorption, and, in fact, comparable windows include a desiccant.

111. The cost of altering the design of the windows was substantially less than the resulting damage, cost, and injury suffered by the Plaintiffs.

112. As a direct, foreseeable and proximate result of the sale of defective windows, Plaintiffs and the class members have suffered significant physical damage to their properties, contamination and deterioration, and diminution in value.

113. Defendants are therefore strictly liable to Plaintiffs in an amount to be determined by the trier of fact

**FOR A FOURTH CAUSE OF ACTION**  
**(Defective Product – Defective Manufacture – As to All Defendants)**

114. Plaintiffs repeat and realleges the preceding paragraphs as though repeated verbatim herein.

115. Defendants manufactured the windows intending for the windows to be installed in Plaintiffs and the class members' homes.

116. The windows are defectively manufactured and unreasonably dangerous in that they allow water to intrude into the interior glass, without an appropriate mechanism for extrusion, which can lead to damage, wood rot, and mold in the windows, sills, frames and interiors of Plaintiffs' homes.

117. Specifically, the windows did not include a desiccant for water absorption and were fitted with faulty setting blocks and sealant.

118. Defendants placed the windows into the stream of commerce, they were intended to reach and did reach Plaintiffs and the class members.

119. The windows were in substantially the same condition as of the date of installation as at the time of manufacture.

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

121. As a direct, foreseeable and proximate result of the sale of defective windows, Plaintiffs and the class members have suffered significant physical damage to their properties, contamination and deterioration, and diminution in value.

122. Defendants are therefore strictly liable to Plaintiffs in an amount to be determined by the trier of fact.

**FOR A FIFTH CAUSE OF ACTION**  
**(Defective Product – Failure to Warn – As to All Defendants)**

123. Plaintiffs repeat and reallege the preceding paragraphs as though repeated verbatim herein.

124. As set forth herein, Defendants designed, manufactured, and distributed the

windows and the window products intending for them to be installed in Plaintiffs' and class members' homes.

125. As set forth herein, Defendants improperly designed and manufactured the windows without a desiccant, with faulty set blocks, and with improper sealant.

126. Defendants knew or should have known of these design and manufacturing issues at the time of manufacture and had a duty to warn Plaintiffs and the class members about these defects, which would inevitably cause the windows to fail and lead to significant injury and damage.

127. Defendants placed the windows into the stream of commerce, they were intended to reach and did reach Plaintiffs and the class members.

128. The windows were in substantially the same condition as of the date of installation as at the time of manufacture.

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

130. As a direct, foreseeable and proximate result of the sale of defective windows, and Defendants' failure to warn Plaintiffs of the known defects, Plaintiffs and the class members have suffered significant physical damage to their properties, contamination and deterioration, and diminution in value.

131. Defendants are therefore strictly liable to Plaintiffs in an amount to be determined by the trier of fact.

### **PUNITIVE DAMAGES**

132. Under the applicable laws of the State of South Carolina, S.C. Code Ann. § 15-33-

135, Plaintiffs seek punitive damages due to the wanton and willful acts and/or omissions of Defendants as set forth and alleged throughout this Complaint.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully request that the Court provide the Plaintiffs and the Class with the following relief:

A. An Order that this action be maintained as a class action and appointing Plaintiffs as representatives of the Class and appointing the undersigned as Class Counsel in this action; and

B. Plaintiffs recover the general and special damages determined to have been sustained by each of them respectively, including, but not limited to, financial losses, loss of the use and enjoyment of their property, as well as reimbursement of the costs of inspection, analysis, containment, and replacement of defective windows, loss due to the interference of the use and enjoyment of Plaintiffs' property by plaintiffs due to repair activities, and all such damages and other relief that is provided by statute, and the judgement therefore be entered herein against the Defendants in an amount to be determined; and

C. Plaintiffs recover punitive damages in an amount to be determined from Defendants for Defendants' reckless or willful disregard for the property of the Plaintiffs to impress upon the Defendants the seriousness of its misconduct and to deter similar misconduct in the future; and

D. Plaintiffs recover the costs of this suit, including but not limited to any expert witness fees, together with reasonable attorney's fees; and

E. The Court grant such other, further, or different relief as may be deemed just and proper.

[signature page follows]

Respectfully submitted,

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