

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION

Mary Russo, Sanchelle Johnson, Juliann Callery, and Wendi O'Brien, individually and on behalf of all others similarly situated, Brianna Bendik, Kyle Grego, Ahmad Lewis, Neverrol Thompson, Randy Brown, Marvin Ravenel, Juan Dozier, Maria Turner, Matthew Shreve, Mae Taylor, Samuel Halverson, Nicole Floyd, Dolores Smiley, Lucinda Liferidge, Janelle Wright, Lynn Washington, Jeremy Sheltra, Peter Fortner, Jason Pogar, Jessica Ancrum, Megan Felkel, Jeremy McNeer, Janica Hunter, Christian Hallock, Sherryl Anderson, and Kathleen Harvey

Plaintiff,

vs.

Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC f/k/a Eastwood Homes, Inc.; Eastwood Homes, Inc.; Exterior Contract Services, LLC; Southcoast Exteriors, Inc.; and Alpha Omega Construction Group, Inc.,

Defendants.

CASE NO.: 2:20-cv-04267-DCN

**NOTICE OF REMOVAL**

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**TO: ELLIOTTE QUINN, IV, ESQ., ATTORNEY FOR PLAINTIFFS**

Pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453, Defendant Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC f/k/a Eastwood Homes, Inc., (collectively "Eastwood") gives notice that the case captioned Mary Russo, Sanchelle Johnson, Juliann Callery, and Wendi O'Brien, individually and on behalf of all others similarly situated, Brianna Bendik, Kyle Grego, Ahmad Lewis, Neverrol Thompson, Randy Brown, Marvin

Ravenel, Juan Dozier, Maria Turner, Matthew Shreve, Mae Taylor, Samuel Halverson, Nicole Floyd, Dolores Smiley, Lucinda Liferidge, Janelle Wright, Lynn Washington, Jeremy Sheltra, Peter Fortner, Jason Pogar, Jessica Ancrum, Megan Felkel, Jeremy McNeer, Janica Hunter, Christian Hallock, Sherryl Anderson, and Kathleen Harvey v. Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC f/k/a Eastwood Homes, Inc.; Eastwood Homes, Inc.; Exterior Contract Services, LLC; Southcoast Exteriors, Inc.; and Alpha Omega Construction Group, Inc., case number 2020-CP-10-03794, is hereby removed to the United States District Court for the District of South Carolina from the Court of Common Pleas of Charleston County, South Carolina where it was originally filed by Plaintiffs on or about August 27, 2020, and amended on or about December 4, 2020. True and correct copies of all process, pleadings, and orders filed with the Clerk of Court for Charleston County in that action are attached hereto as Exhibit A.

**STATEMENT OF GROUNDS FOR REMOVAL**

1. Eastwood bases this Notice of Removal on 28 U.S.C. § 1453(b), which permits removal of any state-court class action over which the District Courts of the United States have original jurisdiction.
2. This Court has original jurisdiction over this dispute pursuant to 28 U.S.C. § 1332(d)(2), because the amount in controversy exceeds \$5,000,000.00, the dispute is between citizens of different states and Eastwood has been the subject of a similar putative class action within the last three years.
3. As of the date of the filing of the amended summons and complaint, Plaintiffs were and remain citizens of South Carolina, and Eastwood and its members were and are citizens of North Carolina.

4. This Notice of Removal is timely under 28 U.S.C. § 1446(b), as it is filed “within thirty days after receipt by the defendant, through service or otherwise, of a copy of an amended pleading, motion, order or other paper from which it may first be ascertained that the case is one which is or has become removable.”
5. The amended summons and complaint was filed on December 4, 2020, and Eastwood received service on December 7, 2020. Eastwood was never served with the original summons and complaint, and it first learned of its existence after being served with the amended complaint on December 7, 2020 and then reviewing the Charleston county Clerk of Court’s file. Accordingly, this removal is timely.
6. In accordance with 28 U.S.C. § 1446(d), concurrently with filing this Notice of Removal, Defendants will give written notice of the removal to the Plaintiffs and will file a true and correct copy of this Notice of Removal with the Clerk of Court of Common Pleas of Charleston County, South Carolina.
7. In accordance with 28 U.S.C. § 1446(a), accompanying this motion are copies of all process, pleadings, and orders served upon Eastwood in this action, along with Eastwood’s answers to South Carolina District Court Local Rule 26.01 Interrogatories.
8. Eastwood submits this Notice of Removal without waiving any defenses to the claims asserted by Plaintiff, including any defenses to class certification, or conceding that Plaintiff has pled claims upon which relief can be granted.
9. The consent of the other named Defendants is not required pursuant to 28 U.S.C. § 1453(b).

*[Signature page to follow]*

Respectfully submitted,

s/ R. Bryan Barnes

R. Bryan Barnes (Fed. Bar No.:1196)

Catherine A. Kopiec (Fed. Bar No.: 11513)

**ROGERS TOWNSEND, LLC**

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*Attorney for Defendant Eastwood Construction,  
LLC*

December 9, 2020

Columbia, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CASE NO.: 2020-CP-10-03794

MARY RUSSO, SANCHELLE JOHNSON, JULIANN CALLERY, and WENDI O'BRIEN, individually and on behalf of all others similarly situated, BRIANNA BENDIK, KYLE GREGO, AHMAD LEWIS, NEVERROL THOMPSON, RANDY BROWN, MARVIN RAVENEL, JUAN DOZIER, MARIA TURNER, MATTHEW SHREVE, MAE TAYLOR, SAMUEL HALVERSON, NICOLE FLOYD, DOLORES SMILEY, LUCINDA LIFERIDGE, JANELLE WRIGHT, LYNN WASHINGTON, JEREMY SHELTRA, PETER FORTNER, JASON POGAR, JESSICA ANCRUM, MEGAN FELKEL, JEREMY MCNEER, JANICA HUNTER, CHRISTIAN HALLOCK, SHERRYL ANDERSON, and KATHLEEN HARVEY,

**FIRST AMENDED SUMMONS**

Plaintiffs,

v.

EASTWOOD CONSTRUCTION PARTNERS, LLC f/k/a Eastwood Construction, LLC f/k/a Eastwood Homes, Inc.; EASTWOOD HOMES, INC.; EXTERIOR CONTRACT SERVICES, LLC; SOUTHCOAST EXTERIORS, INC.; and ALPHA OMEGA CONSTRUCTION GROUP, INC.,

Defendants.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to Answer the First Amended Complaint in this action, a copy of which is hereby served upon you, to file a copy of your Answer with the Clerk of Court, and to serve a copy of your Answer upon the Plaintiffs through their attorney, Elliotte Quinn, at his office at P.O. Box 2670, Summerville, SC 29484, within thirty days after the service hereof, exclusive of the day of such service; and if you fail to Answer the First Amended Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the First Amended Complaint.

DATED at Summerville, South Carolina, this 4<sup>th</sup> day of December, 2020.

THE STEINBERG LAW FIRM, L.L.P.  
P.O. Box 2670  
Summerville, SC 29484  
(843) 871-6522 - office  
(843) 871-8565 - facsimile

By: s/Elliote Quinn  
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SC Bar No.: 100450  
equinn@steinberglawfirm.com

*Attorney for Plaintiffs*

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO.: 2020-CP-10-03794

MARY RUSSO, SANCHELLE JOHNSON, JULIANN CALLERY, and WENDI O'BRIEN, individually and on behalf of all others similarly situated, BRIANNA BENDIK, KYLE GREGO, AHMAD LEWIS, NEVERROL THOMPSON, RANDY BROWN, MARVIN RAVENEL, JUAN DOZIER, MARIA TURNER, MATTHEW SHREVE, MAE TAYLOR, SAMUEL HALVERSON, NICOLE FLOYD, DOLORES SMILEY, LUCINDA LIFERIDGE, JANELLE WRIGHT, LYNN WASHINGTON, JEREMY SHELTRA, PETER FORTNER, JASON POGAR, JESSICA ANCRUM, MEGAN FELKEL, JEREMY MCNEER, JANICA HUNTER, CHRISTIAN HALLOCK, SHERRYL ANDERSON, and KATHLEEN HARVEY,

**FIRST AMENDED COMPLAINT**

Plaintiffs,

v.

EASTWOOD CONSTRUCTION PARTNERS, LLC f/k/a Eastwood Construction, LLC f/k/a Eastwood Homes, Inc.; EASTWOOD HOMES, INC.; EXTERIOR CONTRACT SERVICES, LLC; SOUTHCOAST EXTERIORS, INC.; and ALPHA OMEGA CONSTRUCTION GROUP, INC.,

Defendants.

Plaintiffs Mary Russo, Sanchelle Johnson, Juliann Callery, and Wendi O'Brien

individually and on behalf of all others similarly situated, Brianna Bendik, Kyle Grego, Ahmad Lewis, Neverrol Thompson, Randy Brown, Marvin Ravenel, Juan Dozier, Maria Turner, Matthew Shreve, Mae Taylor, Samuel Halverson, Nicole Floyd, Dolores Smiley, Lucinda Liferidge, Janelle Wright, Lynn Washington, Jeremy Sheltra, Peter Fortner, Jason Pogar, Jessica Ancrum, Megan Felkel, Jeremy McNeer, Janica Hunter, Christian Hallock, Sherryl Anderson, and Kathleen Harvey (all together, "Plaintiffs"), by and through their undersigned counsel and on behalf of themselves and all others similarly situated, complain of Defendants Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC f/k/a Eastwood Homes, Inc. ("Eastwood Construction"), Eastwood Homes, Inc. ("Eastwood Homes"), Exterior Contract Services, Inc. ("Exterior Services"), Southcoast Exteriors, Inc. ("Southcoast"), Alpha Omega Construction Group, Inc. ("Alpha Omega"), (together, "Defendants") as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Mary Russo owns and resides at the real property located at 311 Wynfield Forest Drive in Summerville in Charleston County, South Carolina.
2. Plaintiff Sanchelle Johnson owns and resides at the real property located at 106 Burr Oak Street in Moncks Corner in Berkeley County, South Carolina.
3. Plaintiff Juliann Callery owns and resides at the real property located at 503 Sanders Farm Lane in Charleston in Berkeley County, South Carolina.
4. Plaintiff Wendi O'Brien owns and resides at the real property located at 208 Urbano Lane in Goose Creek in Berkeley County, South Carolina.
5. Plaintiff Brianna Bendik owns and resides at the real property located at 532



English Oak Circle in Moncks Corner in Berkeley County, South Carolina.

6. Plaintiff Kyle Grego owns and resides at the real property located at 232 Donatella Drive in Goose Creek in Berkeley County, South Carolina.

7. Plaintiff Ahmad Lewis owns and resides at the real property located at 630 English Oak Circle in Moncks Corner in Berkeley County, South Carolina.

8. Plaintiff Neverrol Thompson owns and resides at the real property located at 539 English Oak Circle in Moncks Corner in Berkeley County, South Carolina.

9. Plaintiff Randy Brown owns and resides at the real property located at 576 English Oak Circle in Moncks Corner in Berkeley County, South Carolina.

10. Plaintiff Marvin Ravenel owns and resides at the real property located at 209 Post Oak Circle in Moncks Corner in Berkeley County, South Carolina.

11. Plaintiff Juan Dozier owns and resides at the real property located at 912 Laurel Oak Lane in Moncks Corner in Berkeley County, South Carolina.

12. Plaintiff Maria Turner owns and resides at the real property located at 133 Vango Drive in Goose Creek in Berkeley County, South Carolina.

13. Plaintiff Matthew Shreve owns and resides at the real property located at 131 Vango Drive in Goose Creek in Berkeley County, South Carolina.

14. Plaintiff Mae Taylor owns and resides at the real property located at 116 Vango Drive in Goose Creek in Berkeley County, South Carolina.

15. Plaintiff Samuel Halverson owns and resides at the real property located at 153 Marinella Drive in Goose Creek in Berkeley County, South Carolina.

16. Plaintiff Nicole Floyd owns and resides at the real property located at 622

English Oak Circle in Moncks Corner in Berkeley County, South Carolina.

17. Plaintiff Dolores Smiley owns and resides at the real property located at 306 Wynfield Forest Drive in Summerville in Charleston County, South Carolina.

18. Plaintiff Lucinda Liferidge owns and resides at the real property located at 599 English Oak Circle in Moncks Corner in Berkeley County, South Carolina.

19. Plaintiff Janelle Wright owns and resides at the real property located at 122 Vango Drive in Goose Creek in Berkeley County, South Carolina.

20. Plaintiff Lynn Washington owns and resides at the real property located at 526 English Oak Circle in Moncks Corner in Berkeley County, South Carolina.

21. Plaintiff Jeremy Sheltra owns and resides at the real property located at 121 Vango Drive in Goose Creek in Berkeley County, South Carolina.

22. Plaintiff Peter Fortner owns and resides at the real property located at 211 Silk Oak Drive in Moncks Corner in Berkeley County, South Carolina.

23. Plaintiff Jason Pogar owns and resides at the real property located at 105 Santino Court in Goose Creek in Berkeley County, South Carolina.

24. Plaintiff Jessica Ancrum owns and resides at the real property located at 135 Marinella Drive in Goose Creek in Berkeley County, South Carolina.

25. Plaintiff Megan Felkel owns and resides at the real property located at 227 Urbano Lane in Goose Creek in Berkeley County, South Carolina.

26. Plaintiff Jeremy McNeer owns and resides at the real property located at 110 Vango Drive in Goose Creek in Berkeley County, South Carolina.

27. Plaintiff Janica Hunter owns and resides at the real property located at 124

Vango Drive in Goose Creek in Berkeley County, South Carolina.

28. Plaintiff Christian Hallock owns and resides at the real property located at 611 English Oak Drive in Moncks Corner in Berkeley County, South Carolina.

29. Plaintiff Sherryl Anderson owns and resides at the real property located at 404 Wynfield Forest Drive in Summerville in Charleston County, South Carolina.

30. Plaintiff Kathleen Harvey owns and resides at the real property located at 314 Wynfield Forest Drive in Summerville in Charleston County, South Carolina.

31. The claims in this action arise from and relate to Defendants' development of, sale of, construction of, and work at the Properties.

32. At all relevant times, Defendants conducted business in Charleston County.

33. Eastwood Construction is a corporate entity organized in and operating under the laws of the State of North Carolina.

34. Eastwood Homes is or was a corporate entity organized in and operating under the laws of the State of North Carolina.

35. Eastwood Homes merged into Eastwood Construction, LLC, now known as Eastwood Construction Partners, LLC, effective December 31, 2010.

36. Exterior Services is or was a corporate entity organized in and operating under the laws of the State of North Carolina and operating from its principal place of business in South Carolina.

37. Southcoast is or was a corporate entity organized in, operating under the laws of, and operating from its principal place of business in South Carolina.

38. Alpha Omega is a corporate entity organized in and operating under the

laws of the State of North Carolina.

**FACTUAL BACKGROUND**

39. The homes which are the subject of this suit are those set forth in Exhibit A hereto (the “Properties”).

40. Eastwood Construction and Eastwood Homes constructed and were the general contractors for the construction of the Properties.

41. Eastwood Construction and Eastwood Homes engaged subcontractors to construct the Properties, including Exterior Services, Southcoast, and Alpha Omega.

42. Eastwood Construction and Eastwood Homes engaged Exterior Services, Southcoast, and Alpha Omega to install roofing in the construction of the Properties.

43. Exterior Services, Southcoast, and Alpha Omega performed the roofing construction work for the construction of the Properties which includes Plaintiffs’ residences and other residences constructed by Eastwood Construction and Eastwood Homes in the Ryder’s Landing, Retreat at Beresford, Sophia Landing, Oakley Pointe, and Wynfield Forest residential developments.

44. Defendants owed duties to Plaintiffs to complete the work free from defects, in a good and workmanlike manner, and in accordance with all applicable laws, building codes, industry standards, manufacturer’s installation instructions, and standard of care.

45. Defendants failed to properly perform the roofing work at the Properties.

46. Defendants installed defective ridge vents at the Properties.

47. Defendants improperly installed shingle underlayment at the Properties.

48. Defendants improperly installed roof drip edges at the Properties.

49. Defendants improperly installed asphalt shingles using the racking method at the Properties rather than the offset method.

50. Defendants improperly installed asphalt roof shingle fasteners.

51. Plaintiffs and the Properties suffered and will suffer water intrusion, resulting damage to wood, drywall, and other components of the homes, shingle failure, reduced useful life of the roofs, and the costs of resulting roof repairs.

52. As a direct and proximate result of the improper and defective work by Defendants and Defendants' employees, agents, servants, and/or subcontractors, Plaintiffs spent and/or will be required to spend substantial sums of money to repair the Properties.

53. As a direct and proximate result of the improper and defective work by Defendants and Defendants' employees, agents, servants, and/or subcontractors, Plaintiffs will be required to spend substantial sums of money to repair the Properties.

54. The improper and defective work performed by Defendants resulted in substantial consequential and resulting damage to non-defective components of the Properties.

55. The construction defects set forth herein caused occurrences which are not readily apparent to one examining the exposed portions of the Properties.

56. The latent defects resulted in continual exposure to the same generally harmful conditions over time in the form of repeated injurious events that occurred each and every year since construction and constitute "occurrences" and compensable damage. The latent defects resulted in repeated water intrusion and other damages.

**CLASS ACTION ALLEGATIONS**

57. Plaintiffs reallege the allegations in the preceding paragraphs as if fully set forth herein.

58. Pursuant to South Carolina common law and Rule 23 of the South Carolina Rules of Civil Procedure, Plaintiffs Mary Russo, Sanchelle Johnson, Juliann Callery, and Wendi O'Brien bring this action both individually and on behalf of all other similarly situated persons (the "Class").

59. The Class is defined as: All owners of the Properties. Excluded from the Class are: (a) any Judge presiding over this action and members of their families, (b) Defendants' shareholders, members, or officers, (c) any owner who previously released or otherwise resolved legal claims for the improper roofing work at a property, and (d) all persons who properly execute and file a timely request for exclusion from the Class in accordance with the South Carolina Rules of Civil Procedure and South Carolina law.

60. The class is composed of 388 homes, and therefore, the class consists of 388 or more persons or entities.

61. The joinder of all of the members of the Class would be impractical.

62. 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. The common legal and factual issues include:

- a. Whether the ridge vent installed by Defendants at the Properties is defective;
- b. Whether Defendants failed to comply with the ridge vent manufacturer's

- installation instructions in the installation of the ridge vents on the Properties;
- c. Whether Defendants failed to comply with industry standards in the installation of the ridge vents on the Properties;
  - d. Whether Defendants violated the building code by installing defective ridge vents at the Properties;
  - e. Whether Defendants were negligent and grossly negligent in installing defective ridge vents at the Properties;
  - f. Whether Defendants breached the implied warranties in installing defective ridge vents at the Properties;
  - g. Whether Defendants failed to comply with the roof underlayment manufacturer's instructions in the installation of the roof underlayment at the Properties;
  - h. Whether Defendants failed to comply with industry standards in the installation of the roof underlayment at the Properties;
  - i. Whether Defendants violated the building code in the installation of the roof underlayment at the Properties;
  - j. Whether Defendants were negligent and grossly negligent in installing the roof underlayment at the Properties;
  - k. Whether Defendants breached the implied warranties in improperly installing roof underlayment at the Properties;
  - l. Whether Defendants failed to comply with the roof drip edge manufacturer's

- installation instructions in the installation of the roof drip edges at the Properties;
- m. Whether Defendants failed to comply with industry standards in the installation of the roof drip edges at the Properties;
  - n. Whether Defendants violated the building code in the installation of the roof drip edges at the Properties;
  - o. Whether Defendants were negligent and grossly negligent in installing the roof drip edges at the Properties;
  - p. Whether Defendants breached the implied warranties in the installation of the roof drip edges at the Properties;
  - q. Whether Defendants failed to comply with the asphalt roof shingle manufacturer's installation instructions in the installation of the asphalt roof shingles at the Properties using the racking method rather than the offset method;
  - r. Whether Defendants failed to comply with industry standards in the installation of the asphalt roof shingles at the Properties using the racking method rather than the offset method;
  - s. Whether Defendants violated the building code in the installation of the asphalt roof shingles at the Properties using the racking method rather than the offset method;
  - t. Whether Defendants were negligent and grossly negligent in installing the asphalt roof shingles at the Properties by installing them using the racking



- method rather than the offset method;
  - u. Whether Defendants breached the implied warranties of workmanship by installing the asphalt roof shingles using the racking method rather than the offset method;
  - v. Whether Defendants failed to comply with the asphalt roof shingles manufacturer's installation instructions in the installation of the asphalt roof shingle fasteners;
  - w. Whether Defendants failed to comply with industry standards in the installation of the asphalt roof shingle fasteners;
  - x. Whether Defendants violated the building code in the installation of the asphalt roof shingle fasteners;
  - y. Whether Defendants were negligent and grossly negligent in installing the asphalt roof shingle fasteners; and
  - z. Whether Defendants breach the implied warranties of workmanship by improperly installing the asphalt roof shingle fasteners.
63. Defendants engaged in uniform and common practices in relation to Plaintiffs and the class members.
64. The roofs at the Properties have the same or substantially the same roofing materials.
65. The roofs at the Properties have the same relevant characteristics in relation to the defective roofing installation issues.
66. Plaintiffs' claims are typical of the claims of the members of the Class.

67. Plaintiffs will fairly and adequately protect the interests of the members of the Class and have no interests antagonistic to those of the Class.

68. Plaintiffs' counsel is experienced in litigating construction defect claims, class actions, and complex litigation.

69. Each Class member has an interest in excess of \$100.00.

70. 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 because a class action is superior to any other available method for the resolution 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 subjected to a multiplicity of lawsuits which would burden the Court and create the risk of inconsistent rulings and contradictory judgments and which would not offer any improvement in the fairness or efficiency of the adjudication of this controversy. In contrast to proceeding on a case-by-case basis with individual plaintiffs, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale, and comprehensive supervision by a single Court.

**FOR A FIRST CAUSE OF ACTION**  
**Negligence/Gross Negligence**

71. Plaintiffs reallege the allegations in the preceding paragraphs as if fully set forth herein.

72. Defendants through their own employees, agents, or servants, through the use of subcontractors, or through both, performed work at the Properties.

73. Having undertaken the performance of construction work at the Properties, Defendants owed a duty to Plaintiffs to exercise due care in the performance of the work, owed a duty to Plaintiffs to perform the work in accordance with all applicable building codes, industry standards, plans, specifications, and manufacturers' installation instructions, and owed a duty to Plaintiffs to perform the work in a good and workmanlike manner.

74. Defendants and their employees, agents, servants, and/or subcontractors were negligent, careless, reckless, and grossly negligent in failing to exercise due care in the performance of the construction work, in failing to construct the Property in a good and workmanlike manner, and in failing to construct the Property in accordance with all applicable building codes, industry standards, plans, specifications, and manufacturers' installation instructions, including, but not limited to, the following:

- a. In installing defective roof ridge vents at the Properties;
- b. In improperly installing roof shingle underlayment at the Properties;
- c. In improperly installing roof drip edges at the Properties;
- d. In improperly installing asphalt roof shingles using the racking method at the Properties rather than the offset method;
- e. In improperly installing asphalt roof shingle fasteners;
- f. In failing to properly investigate their employees, agents, servants, and/or subcontractors to determine whether they were competent and capable of performing their work with due care, in a good and workmanlike manner, and in compliance with all building codes, industry standards, plans, and

specifications;

- g. In failing to properly supervise their employees, agents, servants, and/or subcontractors;
- h. In failing to discover defects in the work of their employees, agents, servants, and/or subcontractors; and
- i. In failing to investigate and correct defective work.

75. As a direct, foreseeable, and proximate result of the negligence and gross negligence of Defendants and their employees, agents, servants, and/or subcontractors, Plaintiffs suffered significant physical damage to the Properties including portions of the Properties on which Defendants and their employees, agents, servants, and/or subcontractors did not perform work.

76. As a direct, foreseeable, and proximate result of the negligence and gross negligence of Defendants and their employees, agents, servants, and/or subcontractors, Plaintiffs were damaged in that they spent or will be required to spend substantial sums to determine the extent of the damage to the Properties and to repair the Properties.

77. The violation of the applicable building codes by Defendants and their employees, agents, servants, and/or subcontractors constitutes negligence *per se*.

78. The acts and omissions of Defendants and their employees, agents, servants, and/or subcontractors constitute gross negligence.

79. Plaintiffs are entitled to an award of punitive damages.

**FOR A SECOND CAUSE OF ACTION**  
**Breach of Implied Warranties**

80. Plaintiffs reallege the allegations in the preceding paragraphs as if fully set forth herein.

81. By operation of law, Defendants warranted that the work would be performed using the utmost skill and attention and in a good and workmanlike manner and free from defects.

82. Defendants breached the implied warranties by performing defective work as set forth herein.

83. In selling the Property or otherwise placing the Property into the stream of commerce, Eastwood Construction and Eastwood Homes, by operation of law, impliedly warranted the Properties were fit for their intended use as a dwelling, were constructed in a workmanlike manner, were free of latent defects, and were reasonably suitable for habitation.

84. Eastwood Construction and Eastwood Homes breached the implied warranty by constructing and placing into the stream of commerce the defective residences.

85. As a direct, foreseeable, and proximate result of the breach of the implied warranties by Defendants, Plaintiffs suffered significant physical damage to the Properties including portions of the Properties on which Defendants and their employees, agents, servants, and/or subcontractors did not perform work.

86. As a direct, foreseeable, and proximate result of the breach of implied

warranties by Defendants, Plaintiffs were damaged in that they spent or will be required to spend substantial sums to determine the extent of the damage to the Properties and to repair the Properties.

**FOR A THIRD CAUSE OF ACTION**  
**Unfair Trade Practices Act, S.C. Code §§ 39-5-10, et seq.**

87. Plaintiffs reallege the allegations in the preceding paragraphs as if fully set forth herein.

88. Defendants engaged in unfair and deceptive acts and practices in violation of the South Carolina Unfair Trade Practices Act, S.C. Code §§ 39-5-10, et seq.

89. The unfair and deceptive acts and practices of Defendants include, but are not limited to:

- a. Failing to construct the Properties in accordance with the applicable building code;
- b. Failing to construct the Properties in a good and workmanlike manner;
- c. Failing to make disclosures in warranty advertising;
- d. Failing to perform the advertised construction and quality assurance;
- e. Continuing to use the same persons for roof construction and continuing to have them install roofing in the same manner despite knowledge of the improper construction of roofs on the Properties and resulting damages;
- f. Failing to perform inspections to ensure proper roof construction after obtaining knowledge that persons were improperly constructing the

roofs on the Properties and that the improper construction was causing resulting damages;

- g. Failing to inform the owners of the Properties of the defective roof construction after obtaining knowledge that persons were improperly constructing and had improperly constructed the roofs on the Properties and that the improper construction was causing resulting damages;
- h. Failing to fully and promptly perform warranty obligations; and
- i. Misrepresenting the nature and cause of construction defects and damages in the roofs on the Properties.

90. Defendants' violations of the Unfair Trade Practices Act affect the public interest.

91. Defendants construct and sell residences to the general public.

92. Defendants' violations of the Unfair Trade Practices Act were repeated and/or there is the potential for repetition.

93. Defendants engaged in a pattern of unfair and deceptive acts and practices.

94. Defendants engaged in and continue to engage in substantially similar transactions with consumers.

95. Plaintiffs suffered damages as a result of Defendants' unfair and deceptive acts and practices including, but not limited to, physical damage to the Properties, diminution in value of the Properties, loss of use and enjoyment of the Properties, and the substantial sums Plaintiffs have been or will be required to spend to repair the Properties.

96. Defendants' unfair and deceptive acts and practices proximately caused

Plaintiffs' damages.

WHEREFORE, Plaintiffs demand a jury trial and pray for judgment against Defendants for actual, punitive, and treble damages, attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

THE STEINBERG LAW FIRM, L.L.P.  
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(843) 871-8565 - facsimile

By: s/Elliotte Quinn  
F. Elliotte Quinn IV  
SC Bar No.: 100450  
equinn@steinberglawfirm.com

*Attorney for Plaintiffs*

December 4, 2020

Summerville, South Carolina



**EXHIBIT A**

1. 213 Alpine Road, Summerville, SC 29485
2. 100 Tristen Court, Summerville, SC 29485
3. 101 Tristen Court, Summerville, SC 29485
4. 102 Tristen Court, Summerville, SC 29485
5. 103 Tristen Court, Summerville, SC 29485
6. 104 Tristen Court, Summerville, SC 29485
7. 105 Wynfield Forest Drive, Summerville, SC 29485
8. 108 Wynfield Forest Drive, Summerville, SC 29485
9. 109 Wynfield Forest Drive, Summerville, SC 29485
10. 110 Wynfield Forest Drive, Summerville, SC 29485
11. 112 Wynfield Forest Drive, Summerville, SC 29485
12. 114 Wynfield Forest Drive, Summerville, SC 29485
13. 115 Wynfield Forest Drive, Summerville, SC 29485
14. 116 Wynfield Forest Drive, Summerville, SC 29485
15. 118 Wynfield Forest Drive, Summerville, SC 29485
16. 200 Wynfield Forest Drive, Summerville, SC 29485
17. 201 Wynfield Forest Drive, Summerville, SC 29485
18. 203 Wynfield Forest Drive, Summerville, SC 29485
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21. 207 Wynfield Forest Drive, Summerville, SC 29485

- 22. 209 Wynfield Forest Drive, Summerville, SC 29485
- 23. 301 Wynfield Forest Drive, Summerville, SC 29485
- 24. 302 Wynfield Forest Drive, Summerville, SC 29485
- 25. 303 Wynfield Forest Drive, Summerville, SC 29485
- 26. 304 Wynfield Forest Drive, Summerville, SC 29485
- 27. 305 Wynfield Forest Drive, Summerville, SC 29485
- 28. 306 Wynfield Forest Drive, Summerville, SC 29485
- 29. 307 Wynfield Forest Drive, Summerville, SC 29485
- 30. 308 Wynfield Forest Drive, Summerville, SC 29485
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- 40. 404 Wynfield Forest Drive, Summerville, SC 29485
- 41. 567 Wynfield Forest Drive, Summerville, SC 29485
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- 359. 419 Pin Oak Drive, Moncks Corner, SC 29461
- 360. 420 Pin Oak Drive, Moncks Corner, SC 29461
- 361. 421 Pin Oak Drive, Moncks Corner, SC 29461
- 362. 202 Post Oak Circle, Moncks Corner, SC 29461
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- 364. 205 Post Oak Circle, Moncks Corner, SC 29461
- 365. 207 Post Oak Circle, Moncks Corner, SC 29461
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- 368. 200 Silk Oak Drive, Moncks Corner, SC 29461
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- 384. 223 Silk Oak Drive, Moncks Corner, SC 29461
- 385. 224 Silk Oak Drive, Moncks Corner, SC 29461
- 386. 226 Silk Oak Drive, Moncks Corner, SC 29461
- 387. 228 Silk Oak Drive, Moncks Corner, SC 29461
- 388. 231 Silk Oak Drive, Moncks Corner, SC 29461

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO.: 2020-CP-10-\_\_\_

MARY RUSSO, BRIANNA BENDIK,  
JULIANN CALLERY, and JANELLE  
WRIGHT, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

**SUMMONS**

v.

EASTWOOD CONSTRUCTION  
PARTNERS, LLC f/k/a Eastwood  
Construction, LLC f/k/a Eastwood  
Homes, Inc.; EASTWOOD HOMES,  
INC.; EXTERIOR CONTRACT  
SERVICES, LLC; SOUTHCOAST  
EXTERIORS, INC.; and ALPHA OMEGA  
CONSTRUCTION GROUP, INC.,

Defendants.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, a copy of which is hereby served upon you, to file a copy of your Answer with the Clerk of Court, and to serve a copy of your Answer upon the Plaintiffs through their attorney, Elliotte Quinn, at his office at P.O. Box 2670, Summerville, SC 29484, within thirty 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.

DATED at Summerville, South Carolina, this 26<sup>th</sup> day of August, 2020.

THE STEINBERG LAW FIRM, L.L.P.  
P.O. Box 2670  
Summerville, SC 29484  
(843) 871-6522 - office  
(843) 871-8565 - facsimile

By: s/Elliotte Quinn  
F. Elliotte Quinn IV  
SC Bar No.: 100450  
equinn@steinberglawfirm.com

*Attorney for Plaintiffs*

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO.: 2020-CP-10-\_\_\_

MARY RUSSO, BRIANNA BENDIK,  
JULIANN CALLERY, and JANELLE  
WRIGHT, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

**COMPLAINT**

v.

EASTWOOD CONSTRUCTION  
PARTNERS, LLC f/k/a Eastwood  
Construction, LLC f/k/a Eastwood  
Homes, Inc.; EASTWOOD HOMES,  
INC.; EXTERIOR CONTRACT  
SERVICES, LLC; SOUTHCOAST  
EXTERIORS, INC.; and ALPHA OMEGA  
CONSTRUCTION GROUP, INC.,

Defendants.

Plaintiffs Mary Russo, Brianna Bendik, Juliann Callery, and Janelle Wright, (together, "Plaintiffs"), by and through their undersigned counsel and on behalf of themselves and all others similarly situated, complain of Defendants Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC f/k/a Eastwood Homes, Inc. ("Eastwood Construction"), Eastwood Homes, Inc. ("Eastwood Homes"), Exterior Contract Services, Inc. ("Exterior Services"), Southcoast Exteriors, Inc. ("Southcoast"), Alpha Omega Construction Group, Inc. ("Alpha Omega"), (together, "Defendants") as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Mary Russo owns the real property located at 311 Wynfield Forest Drive in Summerville in Charleston County, South Carolina.
2. Plaintiff Brianna Bendik owns the real property located at 532 English Oak Circle in Moncks Corner in Berkeley County, South Carolina.
3. Plaintiff Juliann Callery owns the real property located at 503 Sanders Farm Lane in Charleston in Berkeley County, South Carolina.
4. Plaintiff Janelle Wright owns the real property located at 122 Vango Drive in Goose Creek in Berkeley County, South Carolina.
5. The claims in this action arise from and relate to Defendants' development of, sale of, construction of, and work at the Properties.
6. At all relevant times, Defendants conducted business in Charleston County.
7. Eastwood Construction is a corporate entity organized in and operating under the laws of the State of North Carolina.
8. Eastwood Homes is or was a corporate entity organized in and operating under the laws of the State of North Carolina.
9. Eastwood Homes merged into Eastwood Construction, LLC, now known as Eastwood Construction Partners, LLC, effective December 31, 2010.
10. Exterior Services is or was a corporate entity organized in and operating under the laws of the State of North Carolina and operating from its principal place of business in South Carolina.
11. Southcoast is or was a corporate entity organized in, operating under the

laws of, and operating from its principal place of business in South Carolina.

12. Alpha Omega is a corporate entity organized in and operating under the laws of the State of North Carolina.

### **FACTUAL BACKGROUND**

13. The homes which are the subject of this suit are those set forth in Exhibit A hereto (the "Properties").

14. Eastwood Construction and Eastwood Homes constructed and were the general contractors for the construction of the Properties.

15. Eastwood Construction and Eastwood Homes engaged subcontractors to construct the Properties, including Exterior Services, Southcoast, and Alpha Omega.

16. Eastwood Construction and Eastwood Homes engaged Exterior Services, Southcoast, and Alpha Omega to install roofing in the construction of the Properties.

17. Exterior Services, Southcoast, and Alpha Omega performed the roofing construction work for the construction of the Properties which includes Plaintiffs' residences and other residences constructed by Eastwood Construction and Eastwood Homes in the Ryder's Landing, Retreat at Beresford, Sophia Landing, Oakley Pointe, and Wynfield Forest residential developments.

18. Defendants owed duties to Plaintiffs to complete the work free from defects, in a good and workmanlike manner, and in accordance with all applicable laws, building codes, industry standards, manufacturer's installation instructions, and standard of care.

19. Defendants failed to properly perform the roofing work at the Properties.

20. Defendants installed defective ridge vents at the Properties.

21. Defendants improperly installed shingle underlayment at the Properties.
22. Defendants improperly installed roof drip edges at the Properties.
23. Defendants improperly installed asphalt shingles using the racking method at the Properties rather than the offset method.
24. Defendants improperly installed asphalt roof shingle fasteners.
25. Plaintiffs and the Properties suffered and will suffer water intrusion, resulting damage to wood and drywall components of the homes, and the costs of resulting roof repairs.
26. As a direct and proximate result of the improper and defective work by Defendants and Defendants' employees, agents, servants, and/or subcontractors, Plaintiffs spent and/or will be required to spend substantial sums of money to repair the Properties.
27. As a direct and proximate result of the improper and defective work by Defendants and Defendants' employees, agents, servants, and/or subcontractors, Plaintiffs will be required to spend substantial sums of money to repair the Properties.
28. The improper and defective work performed by Defendants resulted in substantial consequential and resulting damage to non-defective components of the Properties.
29. The construction defects set forth herein caused occurrences which are not readily apparent to one examining the exposed portions of the Properties.
30. The latent defects resulted in continual exposure to the same generally harmful conditions over time in the form of repeated injurious events that occurred each



and every year since construction and constitute “occurrences” and compensable damage. The latent defects resulted in repeated water intrusion and other damages.

**CLASS ACTION ALLEGATIONS**

31. Plaintiffs reallege the allegations in the preceding paragraphs as if fully set forth herein.

32. Pursuant to South Carolina common law and Rule 23 of the South Carolina Rules of Civil Procedure, Plaintiffs bring this action both individually and on behalf of all other similarly situated persons (the “Class”).

33. The Class is defined as: All owners of the Properties. Excluded from the Class are: (a) any Judge presiding over this action and members of their families, (b) Defendants’ current or former shareholders, members, or officers, (c) any owner who previously released or otherwise resolved legal claims for the improper roofing work at a property, and (d) all persons who properly execute and file a timely request for exclusion from the Class in accordance with the South Carolina Rules of Civil Procedure and South Carolina law.

34. The class is composed of 388 homes, and therefore, the class consists of 388 or more persons or entities.

35. The joinder of all of the members of the Class would be impractical.

36. 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. The common legal and factual issues include:

a. Whether the ridge vent installed by Defendants at the Properties is

- defective;
- b. Whether Defendants failed to comply with the ridge vent manufacturer's installation instructions in the installation of the ridge vents on the Properties;
  - c. Whether Defendants failed to comply with industry standards in the installation of the ridge vents on the Properties;
  - d. Whether Defendants violated the building code by installing defective ridge vents at the Properties;
  - e. Whether Defendants were negligent and grossly negligent in installing defective ridge vents at the Properties;
  - f. Whether Defendants breached the implied warranty of workmanship in installing defective ridge vents at the Properties;
  - g. Whether Defendants failed to comply with the roof underlayment manufacturer's instructions in the installation of the roof underlayment at the Properties;
  - h. Whether Defendants failed to comply with industry standards in the installation of the roof underlayment at the Properties;
  - i. Whether Defendants violated the building code in the installation of the roof underlayment at the Properties;
  - j. Whether Defendants were negligent and grossly negligent in installing the roof underlayment at the Properties;
  - k. Whether Defendants breached the implied warranty of workmanship in

improperly installing roof underlayment at the Properties;

- l. Whether Defendants failed to comply with the roof drip edge manufacturer's installation instructions in the installation of the roof drip edges at the Properties;
- m. Whether Defendants failed to comply with industry standards in the installation of the roof drip edges at the Properties;
- n. Whether Defendants violated the building code in the installation of the roof drip edges at the Properties;
- o. Whether Defendants were negligent and grossly negligent in installing the roof drip edges at the Properties;
- p. Whether Defendants breached the implied warranty of workmanship in the installation of the roof drip edges at the Properties;
- q. Whether Defendants failed to comply with the asphalt roof shingle manufacturer's installation instructions in the installation of the asphalt roof shingles at the Properties using the racking method rather than the offset method;
- r. Whether Defendants failed to comply with industry standards in the installation of the asphalt roof shingles at the Properties using the racking method rather than the offset method;
- s. Whether Defendants violated the building code in the installation of the asphalt roof shingles at the Properties using the racking method rather than the offset method;

- t. Whether Defendants were negligent and grossly negligent in installing the asphalt roof shingles at the Properties by installing them using the racking method rather than the offset method;
  - u. Whether Defendants breached the implied warranty of workmanship by installing the asphalt roof shingles using the racking method rather than the offset method;
  - v. Whether Defendants failed to comply with the asphalt roof shingles manufacturer's installation instructions in the installation of the asphalt roof shingle fasteners;
  - w. Whether Defendants failed to comply with industry standards in the installation of the asphalt roof shingle fasteners;
  - x. Whether Defendants violated the building code in the installation of the asphalt roof shingle fasteners;
  - y. Whether Defendants were negligent and grossly negligent in installing the asphalt roof shingle fasteners; and
  - z. Whether Defendants breach the implied warranty of workmanship by improperly installing the asphalt roof shingle fasteners.
37. Defendants engaged in uniform and common practices in relation to Plaintiffs and the class members.
38. The roofs at the Properties have the same or substantially the same roofing materials.
39. The roofs at the Properties have the same relevant characteristics in

relation to the defective roofing installation issues.

40. Plaintiffs' claims are typical of the claims of the members of the Class.

41. Plaintiffs will fairly and adequately protect the interests of the members of the Class and have no interests antagonistic to those of the Class.

42. Plaintiffs' counsel is experienced in litigating construction defect claims, class actions, and complex litigation.

43. Each Class member has an interest in excess of \$100.00.

44. 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 because a class action is superior to any other available method for the resolution 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 subjected to a multiplicity of lawsuits which would burden the Court and create the risk of inconsistent rulings and contradictory judgments and which would not offer any improvement in the fairness or efficiency of the adjudication of this controversy. In contrast to proceeding on a case-by-case basis with individual plaintiffs, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale, and comprehensive supervision by a single Court.

**FOR A FIRST CAUSE OF ACTION**  
**Negligence/Gross Negligence**

45. Plaintiffs reallege the allegations in the preceding paragraphs as if fully set forth herein.

46. Defendants through their own employees, agents, or servants, through the use of subcontractors, or through both, performed work at the Properties.

47. Having undertaken the performance of construction work at the Properties, Defendants owed a duty to Plaintiffs to exercise due care in the performance of the work, owed a duty to Plaintiffs to perform the work in accordance with all applicable building codes, industry standards, plans, specifications, and manufacturers' installation instructions, and owed a duty to Plaintiffs to perform the work in a good and workmanlike manner.

48. Defendants and their employees, agents, servants, and/or subcontractors were negligent, careless, reckless, and grossly negligent in failing to exercise due care in the performance of the construction work, in failing to construct the Property in a good and workmanlike manner, and in failing to construct the Property in accordance with all applicable building codes, industry standards, plans, specifications, and manufacturers' installation instructions, including, but not limited to, the following:

- a. In installing defective roof ridge vents at the Properties;
- b. In improperly installing roof shingle underlayment at the Properties;
- c. In improperly installing roof drip edges at the Properties;
- d. In improperly installing asphalt roof shingles using the racking method at the Properties rather than the offset method; and
- e. In improperly installing asphalt roof shingle fasteners.
- f. In failing to properly investigate their employees, agents, servants, and/or subcontractors to determine whether they were competent and capable of

performing their work with due care, in a good and workmanlike manner, and in compliance with all building codes, industry standards, plans, and specifications;

- g. In failing to properly supervise their employees, agents, servants, and/or subcontractors;
- h. In failing to discover defects in the work of their employees, agents, servants, and/or subcontractors; and
- i. In failing to investigate and correct defective work.

49. As a direct, foreseeable, and proximate result of the negligence and gross negligence of Defendants and their employees, agents, servants, and/or subcontractors, Plaintiffs suffered significant physical damage to the Properties including portions of the Properties on which Defendants and their employees, agents, servants, and/or subcontractors did not perform work.

50. As a direct, foreseeable, and proximate result of the negligence and gross negligence of Defendants and their employees, agents, servants, and/or subcontractors, Plaintiffs were damaged in that they spent or will be required to spend substantial sums to determine the extent of the damage to the Properties and to repair the Properties.

51. The violation of the applicable building codes by Defendants and their employees, agents, servants, and/or subcontractors constitutes negligence *per se*.

52. The acts and omissions of Defendants and their employees, agents, servants, and/or subcontractors constitute gross negligence.

53. Plaintiffs are entitled to an award of punitive damages.

**FOR A SECOND CAUSE OF ACTION**  
**Breach of Implied Warranties**

54. Plaintiffs reallege the allegations in the preceding paragraphs as if fully set forth herein.

55. By operation of law, Defendants warranted that the work would be performed using the utmost skill and attention and in a good and workmanlike manner and free from defects.

56. Defendants breached the implied warranties by performing defective work as set forth herein.

57. In selling the Property or otherwise placing the Property into the stream of commerce, Eastwood Construction and Eastwood Homes, by operation of law, impliedly warranted the Properties were fit for the intended use as a dwelling, were constructed in a workmanlike manner, were free of latent defects, and were reasonably suitable for habitation.

58. Eastwood Construction and Eastwood Homes breached the implied warranty by constructing and placing into the stream of commerce the defective residences.

59. As a direct, foreseeable, and proximate result of the breach of the implied warranties by Defendants, Plaintiffs suffered significant physical damage to the Properties including portions of the Properties on which Defendants and their employees, agents, servants, and/or subcontractors did not perform work.

60. As a direct, foreseeable, and proximate result of the breach of implied



warranties by Defendants, Plaintiffs were damaged in that they spent or will be required to spend substantial sums to determine the extent of the damage to the Properties and to repair the Property.

WHEREFORE, Plaintiffs demand a jury trial and pray for judgment against Defendants for actual and punitive damages and for such other and further relief as this Court deems just and proper.

THE STEINBERG LAW FIRM, L.L.P.  
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(843) 871-6522 - office  
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By: s/Elliote Quinn  
F. Elliott Quinn IV  
SC Bar No.: 100450  
equinn@steinberglawfirm.com

*Attorney for Plaintiffs*

August 27, 2020

Summerville, South Carolina

**EXHIBIT A**

1. 213 Alpine Road, Summerville, SC 29485
2. 100 Tristen Court, Summerville, SC 29485
3. 101 Tristen Court, Summerville, SC 29485
4. 102 Tristen Court, Summerville, SC 29485
5. 103 Tristen Court, Summerville, SC 29485
6. 104 Tristen Court, Summerville, SC 29485
7. 105 Wynfield Forest Drive, Summerville, SC 29485
8. 108 Wynfield Forest Drive, Summerville, SC 29485
9. 109 Wynfield Forest Drive, Summerville, SC 29485
10. 110 Wynfield Forest Drive, Summerville, SC 29485
11. 112 Wynfield Forest Drive, Summerville, SC 29485
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- 333. 902 Laurel Oak Lane, Moncks Corner, SC 29461
- 334. 903 Laurel Oak Lane, Moncks Corner, SC 29461
- 335. 905 Laurel Oak Lane, Moncks Corner, SC 29461
- 336. 906 Laurel Oak Lane, Moncks Corner, SC 29461
- 337. 907 Laurel Oak Lane, Moncks Corner, SC 29461
- 338. 908 Laurel Oak Lane, Moncks Corner, SC 29461
- 339. 909 Laurel Oak Lane, Moncks Corner, SC 29461
- 340. 910 Laurel Oak Lane, Moncks Corner, SC 29461
- 341. 911 Laurel Oak Lane, Moncks Corner, SC 29461
- 342. 912 Laurel Oak Lane, Moncks Corner, SC 29461
- 343. 914 Laurel Oak Lane, Moncks Corner, SC 29461
- 344. 916 Laurel Oak Lane, Moncks Corner, SC 29461
- 345. 918 Laurel Oak Lane, Moncks Corner, SC 29461
- 346. 919 Laurel Oak Lane, Moncks Corner, SC 29461
- 347. 921 Laurel Oak Lane, Moncks Corner, SC 29461
- 348. 401 Pin Oak Drive, Moncks Corner, SC 29461
- 349. 403 Pin Oak Drive, Moncks Corner, SC 29461
- 350. 405 Pin Oak Drive, Moncks Corner, SC 29461
- 351. 407 Pin Oak Drive, Moncks Corner, SC 29461

- 352. 409 Pin Oak Drive, Moncks Corner, SC 29461
- 353. 411 Pin Oak Drive, Moncks Corner, SC 29461
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- 355. 413 Pin Oak Drive, Moncks Corner, SC 29461
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- 359. 419 Pin Oak Drive, Moncks Corner, SC 29461
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- 362. 202 Post Oak Circle, Moncks Corner, SC 29461
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- 365. 207 Post Oak Circle, Moncks Corner, SC 29461
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- 371. 203 Silk Oak Drive, Moncks Corner, SC 29461
- 372. 204 Silk Oak Drive, Moncks Corner, SC 29461
- 373. 205 Silk Oak Drive, Moncks Corner, SC 29461

- 374. 207 Silk Oak Drive, Moncks Corner, SC 29461
- 375. 209 Silk Oak Drive, Moncks Corner, SC 29461
- 376. 211 Silk Oak Drive, Moncks Corner, SC 29461
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- 378. 213 Silk Oak Drive, Moncks Corner, SC 29461
- 379. 214 Silk Oak Drive, Moncks Corner, SC 29461
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- 385. 224 Silk Oak Drive, Moncks Corner, SC 29461
- 386. 226 Silk Oak Drive, Moncks Corner, SC 29461
- 387. 228 Silk Oak Drive, Moncks Corner, SC 29461
- 388. 231 Silk Oak Drive, Moncks Corner, SC 29461

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