

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

Roy M. Thompson and Jennifer Thompson,)
on behalf of themselves and all others)
similarly situated,)
)
Plaintiffs,)
)
vs.)
)
CalAtlantic Group, LLC and Lennar)
Corporation,)
)
Defendants.)
_____)

Civil Action No. 2:24-cv-02075-RMG

**DEFENDANTS’ NOTICE OF
REMOVAL**

Defendants CalAtlantic Group, LLC (“CalAtlantic”) and Lennar Carolinas, LLC, incorrectly named in the Complaint as “Lennar Corporation,” (“Lennar”) (collectively, “Defendants”), by and through their undersigned counsel, hereby remove this action to the United States District Court for the District of South Carolina, Charleston Division, pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453, based on the following grounds:

I. BACKGROUND

1. On March 14, 2024, Plaintiffs Roy M. Thompson (“Roy Thompson”) and Jennifer Thompson (“Jennifer Thompson”), on behalf of themselves and all others similarly situated, (collectively “Plaintiffs”) filed the Complaint captioned *Roy M. Thompson and Jennifer Thompson, on behalf of themselves and all others similarly situated v. CalAtlantic Group, LLC and Lennar Corporation*, Case No. 2024-CP-18-00474, in the South Carolina Court of Common Pleas for Dorchester County (the “State Court Action”). A copy of the Summons and Complaint and all other process, pleadings, and orders in the State Court Action, as required under 28 U.S.C. § 1446(a), is attached hereto as **Exhibit A**.

2. In the Complaint, Plaintiffs allege “[t]his case concerns the Defendants’ negligent/gross negligent/reckless construction of a House with serious structural defects, which structural defects also exist at other similar houses built by Defendants in South Carolina.” (Compl. ¶ 3). They allege “the problem [i]s due to an improper I-joist running the length of the second floor.” (Compl. ¶ 10). Plaintiffs seek to bring a putative class action for:

All South Carolina owners of a “Georgetown model” house constructed by CalAtlantic Group, LLC or Lennar Corporation who either have not discovered the deficient I-beam issue on the second floor of their home, or who discovered the deficient I-beam issue less than three (3) years before the filing of this Complaint.

(the “Putative Class”). (Compl. ¶ 42). According to the Complaint, “[t]he exact number of Georgetown model houses built in South Carolina is unknown . . . but is believed to be in the hundreds.” (Compl. ¶ 45).

II. PROCEDURAL REQUIREMENTS

3. On March 19, 2024, Defendants were served with process. Therefore, this Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b) because it is filed within thirty days of receipt by Defendants through service of process.

4. Venue is proper in the United States District Court for the District of South Carolina, Charleston Division, pursuant to 28 U.S.C. § 1441(a), as it is the federal judicial district and division corresponding to where Plaintiffs filed suit, where the subject property is located, and where Defendants’ alleged acts or omissions giving rise to this action allegedly occurred.

5. Pursuant to 28 U.S.C. § 1446(b)(2)(A), all defendants who have been properly served join in and consent to the removal of this action.

6. Defendants will file a copy of this Notice of Removal with the Clerk of the South Carolina Court of Common Pleas for Dorchester County and serve Plaintiffs’ counsel with the same pursuant to 28 U.S.C. § 1446(d).

7. Defendants have not yet answered or otherwise responded to the Complaint. Therefore, Defendants will file and serve a responsive pleading or motion to the Complaint within the time allowed under Rule 81(c) of the Federal Rules of Civil Procedure.

8. Defendants have simultaneously filed with this Notice of Removal their Answers to the Interrogatories required by Local Civil Rule 26.01.

9. By filing this Notice of Removal, Defendants do not waive any procedural or substantive rights or defenses and do not admit Plaintiffs are entitled to any relief whatsoever.

III. GROUNDS FOR REMOVAL

Grounds for Removal under 28 U.S.C. § 1332(a)(1)

10. According to the Complaint, Plaintiffs are residents of South Carolina. (Compl. ¶ 1). Therefore, Plaintiffs are citizens of South Carolina. See Madden v. Petland Summerville, LLC, No. 2:20-cv-02953-DCN, 2020 WL 6536913, at *2 (D.S.C. Nov. 6, 2020) (citing Scott v. Cricket Commc'ns, LLC, 865 F.3d 189, 195 (4th Cir. 2017)) (“For the purposes of jurisdiction, a person is a citizen of the state in which she is domiciled.”).

11. The Complaint contains no allegations as to Defendants’ citizenship. Lennar is a limited liability company whose sole member, Lennar Homes, LLC, is a limited liability company whose sole member, U.S. Home, LLC, is a limited liability company whose sole member, Lennar Corporation, is a corporation incorporated under the laws of Delaware with its principal place of business in Florida. (Petras Aff. ¶¶ 4–14, attached as Exhibit B). Therefore, Lennar is a citizen of Delaware and Florida. See Madden, 2020 WL 6536913, at *2 (citation omitted) (“A limited liability company organized under the laws of a state is not a corporation . . . but rather is an unincorporated association, akin to a partnership for diversity purposes, whose citizenship is that of all its members.”); 28 U.S.C. § 1332(c) (“[A] corporation shall be deemed to be a citizen of

every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business.”).

12. CalAtlantic is a limited liability company whose sole member, Lennar Corporation, is a corporation incorporated under the laws of Delaware with its principal place of business in Florida. (Petras Aff. ¶ 15). Therefore, CalAtlantic is a citizen of Delaware and Florida. See Madden, 2020 WL 6536913, at *2; 28 U.S.C. § 1332(c).

13. Accordingly, there is complete diversity of citizenship between the parties under 28 U.S.C. § 1332(a)(1). See Madden, 2020 WL 6536913, at *2 (quoting Athena Auto., Inc. v. DiGregorio, 166 F.3d 288, 290 (4th Cir. 1999)) (“Complete diversity exists where ‘the state of citizenship of each plaintiff [is] different from that of each defendant.’”).

14. Although the Complaint does not demand a sum certain, Plaintiffs assert causes of action styled as “Breach of Contract”; “Negligence/Gross Negligence/Recklessness”; “Breach of Warranty”; “S.C. Unfair Trade Practices Act”; and “Class Action—All Claims Except SCUTPA.” (Compl. ¶¶ 15–50). In their claims for breach of contract and breach of warranty, Plaintiffs allege that as a “direct and proximate result of Defendants’ breaches of . . . contract” and “breach of warranty,” they have “sustained damage” and “pray for a Judgment against Defendants in an amount equal to the cost to investigate and repair the I-joist issue, diminished value of their home [purchased in 2022 for \$413,485.00], loss of use, and the attorney’s fees and costs of this action.” (Compl. ¶¶ 6, 19, 20, 30, 31). In the negligence/gross negligence/recklessness cause of action, Plaintiffs allege “Defendants’ gross negligence, willfulness, and reckless disregard for the rights of the Plaintiffs . . . have actually and proximately caused damages to the Plaintiffs” and that “Defendants are liable to the Plaintiffs in an amount of the actual, incidental, consequential, special, and punitive damages in an amount to be determined by the trier of fact.” (Compl. ¶¶ 24,

25). In their South Carolina Unfair Trade Practices claim, Plaintiffs allege they “have sustained damages” “[a]s a direct and proximate result of the Defendants’ unfair trade practices” and that “Defendants are liable to the Plaintiffs in an amount of the actual, incidental, consequential, special, and punitive damages in an amount to be determined by the trier of fact, as well as treble damages and attorney’s fees and costs as provided under the Act.” (Compl. ¶¶ 38, 39). In the class action claim, Plaintiffs allege that “each member of the Class is entitled to a Judgment for the actual, incidental, consequential, special, and punitive damages in an amount to be determined by the trier of fact.” (Compl. ¶ 50). In the Complaint’s prayer for relief, Plaintiffs request an award of “actual damages, consequential damages, and incidental damages,” “punitive and exemplary damages,” “reasonable attorneys’ fees, expert witness fees, litigation related expenses, and court and other costs incurred in litigating this action,” and “[s]uch other and further relief as the Court deems just and proper.” (Compl. WHEREFORE ¶).

15. In light of these allegations, causes of action, and Plaintiffs’ potential recovery under the same, the amount in controversy exceeds the \$75,000.00 jurisdictional threshold under 28 U.S.C. §§ 1332(a) and 1446(c)(2). See Smalls v. Credit Acceptance Corp., Case No.: 9:16-cv-01954-CWH, 2017 WL 11311516, at *6 (D.S.C. Mar. 23, 2017) (quoting Dixon v. Edwards, 290 F.3d 699, 710 (4th Cir. 2002)) (“In the Fourth Circuit, ‘it is settled that the test for determining the amount in controversy in a diversity proceeding is the pecuniary result to either party which [a] judgment would produce.”); 28 U.S.C. § 1446(c)(2) (“[T]he notice of removal may assert the amount in controversy if the initial pleading seeks nonmonetary relief or a money judgment but State practice either does not permit demand for a specific sum or permits recovery of damages in excess of the amount demanded.”); Smalls, 2017 WL 11311516, at *6 (citing Battery Homeowners Ass’n v. Lincoln Fin. Res., Inc., 422 S.E.2d 93, 95–96 (S.C. 1992); S.C.R.C.P. 54(c)) (“South

Carolina law authorizes recovery of damages in excess of the relief requested in a complaint.”); Dart Cherokee Basin Operating Co. v. Owens, 574 U.S. 81, 89 (2014) (“[A] defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.”); Chaplin v. Progressive N. Ins. Co., C.A. No. 9:10-388-MBS, 2010 WL 11639917, at *2 (D.S.C. July 14, 2010) (citation omitted) (“While the Plaintiffs’ punitive damages are unspecified, if punitive damages are awarded, the amount of controversy would be over the statutory minimum.”); S.C. Code § 39-5-140(a) (SCUTPA provision authorizing treble damages); Francis v. Allstate Ins. Co., 709 F.3d 362, 368 (4th Cir. 2013) (“Generally, attorney’s fees are not included in the amount-in-controversy calculation, but courts have created two exceptions to this rule: (1) if the fees are provided for by contract; or (2) if a statute mandates or allows payment of attorney’s fees.”); S.C. Code § 39-5-140 (“Upon the finding by the court of a violation of [SCUTPA], the court shall award to the person bringing such action under this section reasonable attorney’s fees and costs.”).

16. Because there is complete diversity of citizenship between the parties and the amount in controversy exceeds the requisite jurisdictional amount, this action is removable under 28 U.S.C. §§ 1332(a)(1) and 1441.

Additional Grounds for Removal under 28 U.S.C. §§ 1332(d) and 1453

17. This case is additionally removable under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), 1453, 1711–15, (“CAFA”). See, e.g., Shattuck Pharm. Mgmt., P.C. v. Prime Therapeutics, LLC, Case No. CIV-21-0221-F, 2021 WL 2667518, at *2 (W.D. Okla. June 29, 2021) (“CAFA . . . does not displace a party’s ability to remove under traditional diversity principles.”); Lowrimore v. Severn Trent Env’t Servs., Inc., Case No. CIV-15-475-RAW, 2016 WL 799127, at *1 n.3 (E.D. Okla. Feb. 29, 2016) (“CAFA does not displace conventional diversity

class action rules . . . but rather augments them” so that “[f]ederal subject matter jurisdiction may be premised on either.”); Aldrich v. Univ. of Phoenix, CIVIL ACTION NO. 3:15–CV–00578–JHM, 2015 WL 5923594, at *2 (W.D. Ky. Oct. 9, 2015) (collecting cases) (“It is widely accepted that both CAFA and traditional diversity jurisdiction are available to class action litigants.”); Stell v. Gibco Motor Express, LLC, No. 3:15-cv-1105-DRH-DGW, 2016 WL 2620178, at *2 (S.D. Ill. May 9, 2016) (“CAFA does not supplant traditional diversity jurisdiction; it supplements it.”).

18. Removal under CAFA is permissible when: (1) the matter in controversy exceeds the sum or value of \$5,000,000.00, exclusive of interest and costs, 28 U.S.C. § 1332(d)(2); (2) any member of a class of plaintiffs is a citizen of a state different from any defendant, 28 U.S.C. § 1332(d)(2)(A); and (3) there are 100 or more proposed plaintiff class members, 28 U.S.C. § 1332(d)(5)(B). Russo v. Eastwood Constr. Partners, LLC, No. 2:22-cv-1686-DCN, 2023 WL 2386453, at *3 (D.S.C. Mar. 7, 2023) (citing Dart, 574 U.S. at 84) (“Defendants seeking to remove a case under CAFA need only file a notice of removal containing a plausible ‘short and plain’ statement of the facts to meet the jurisdictional requirements for removal; the notice need not contain evidentiary submissions.”).

19. CAFA applies here because this is a civil action filed under Rule 23 of the South Carolina Rules of Civil Procedure. See 28 U.S.C. § 1332(d)(1)(B) (defining class action as “any civil action filed under this rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action”); 28 U.S.C. § 1711(2) (definition includes a removed action); 28 U.S.C. § 1332(d)(8) (class need not be certified before a court may assert federal jurisdiction over the action under CAFA).

20. Plaintiffs are citizens of South Carolina because they are residents of South Carolina. (Notice of Removal ¶ 11, *supra*). The Complaint does not allege the citizenships of the members of the Putative Class; however, it alleges that the members are owners of Georgetown model homes built in South Carolina “believed to be in the hundreds.” (Compl. ¶¶ 42, 45).

21. Under CAFA’s altered formula for determining the citizenship of a limited liability company, a limited liability company is a citizen of “the State where it has its principal place of business and the State under whose laws it is organized.” 28 U.S.C. § 1332(d)(10). Under CAFA, Lennar is a citizen of Delaware and Florida because it is a limited liability company organized under the laws of Delaware with its principal place of business in Florida. (Petras Aff. ¶¶ 4–5). Under CAFA, CalAtlantic is a citizen of Delaware and Florida because it is a limited liability company organized under the laws of Delaware with its principal place of business in Florida. (Petras Aff. ¶ 15).

22. Accordingly, the citizenship of at least one plaintiff is different from the citizenship of at least one defendant under 28 U.S.C. § 1332(d)(2)(A).

23. In light of the allegations in the Complaint, the amount in controversy exceeds CAFA’s \$5,000,000.00 jurisdictional threshold because the aggregate value of the claims of the members of the Putative Class exceeds this threshold. See 28 U.S.C. § 1332(d)(6) (“In any class action, the claims of the individual class members shall be aggregated to determine whether the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.”); Bartnikowski v. NVR, Inc., 307 F. App’x 730, 734 (4th Cir. 2009) (“To determine whether the jurisdictional minimum is satisfied, the district court looks to the aggregated value of class members’ claims.”). The Complaint does not allege the specific number of members in the Putative Class; only that they are the owners of Georgetown model homes built in South Carolina

“believed to be in the hundreds.” (Compl. ¶¶ 42, 45). Assuming only 200 members (*i.e.*, the minimum number to constitute “hundreds”), the amount in controversy per member would only need to be \$25,000 plus one cent to exceed CAFA’s jurisdictional threshold; assuming only 100 members (*i.e.*, the minimum number to meet CAFA’s requirement of 100 or more members of a proposed class under 28 U.S.C. § 1332(d)(5)(B)), the amount in controversy per member would only need to be \$50,000 plus one cent to exceed CAFA’s jurisdictional threshold. As explained above, the amount in controversy for Plaintiffs’ claims alone exceed \$75,000.00 as the owners of one Georgetown model home. (See Notice of Removal ¶¶ 15–16, *supra*). Therefore, when considering the aggregate value of the members of the Putative Class, which allegedly includes Plaintiffs whose amount in controversy exceeds \$75,000.00, the amount in controversy for the Putative Class exceeds CAFA’s \$5,000,000.00 jurisdictional threshold under 28 U.S.C. § 1332(d)(6).

24. There are 100 or more proposed plaintiff class members under 28 U.S.C. § 1332(d)(5)(B) because the Complaint alleges that the members of the Putative Class are owners of Georgetown model homes built in South Carolina “believed to be in the hundreds.” (Compl. ¶¶ 42, 45).

25. Because the amount in controversy exceeds CAFA’s jurisdictional threshold, at least one member of the class of plaintiffs is a citizen of a state different from at least one defendant, and there are 100 or more proposed plaintiff class members, this action is removable under CAFA.

WHEREFORE, Defendants hereby remove the State Court Action to this Court.

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Respectfully submitted,

MOORE & VAN ALLEN PLLC

s/ Christopher A. Ogiba

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Counsel for Defendants

April 18, 2024

Thompson et al. v. CalAtlantic Group, LLC et al.

Exhibit A (State Court Documents)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	CASE NO.: _____
)	
Roy M. Thompson and Jennifer Thompson,)	
on behalf of themselves and all others)	
similarly situated,)	
)	
Plaintiffs,	)	SUMMONS
)	
vs.)	
)	
CalAtlantic Group, LLC and Lennar)	
Corporation,)	
)	
Defendants.)	

TO: CALATLANTIC GROUP, LLC AND LENNAR CORPORATION

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber, at 2236 Ashley Crossing Drive, Charleston, SC 29414, within thirty (30) days after the service hereof, exclusive of the day of service, and if you fail to answer the said Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in the Complaint, and judgment by default may be entered against you.

THE BOSTIC LAW GROUP, P.A.

_____/s Christopher M. Ramsey_____
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Attorneys for Plaintiffs

March 14, 2024

Charleston, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	CASE NO.: _____
)	
Roy M. Thompson and Jennifer Thompson,)	
on behalf of themselves and all others)	
similarly situated,)	
)	
Plaintiffs,	)	COMPLAINT
	)	(Jury Trial Demanded)
vs.)	
)	
CalAtlantic Group, LLC and Lennar)	
Corporation,)	
)	
Defendants.)	

NOW COME the Plaintiffs, Roy M. Thompson and Jennifer Thompson, on behalf of themselves and all others similarly situated, by and through undersigned counsel, and hereby submit their Complaint against the Defendants, CalAtlantic Group, LLC and Lennar Corporation, as follows:

Factual and Jurisdictional Allegations

1. The Plaintiffs are residents of Dorchester County where they own a house located at 162 Red Bluff Street in Summerville, South Carolina (the “House”).
2. Lennar Corporation (“Lennar”) is a residential contractor which regularly does business in Dorchester County and which constructed the House by and through its subsidiary, CalAtlantic Group, LLC (CalAtlantic).
3. This case concerns the Defendants’ negligent/gross negligent/reckless construction of a House with serious structural defects, which structural defects also exist at other similar houses built by Defendants in South Carolina.
4. Lennar and CalAtlantic are so intertwined and amalgamated in their corporate structures that they should be considered alter egos of each other, and not separate

companies, for purposes of these claims, which involve not only the Thompsons but also similarly situated home-buyers in South Carolina who purchased homes that were structurally identical from Lennar and/or CalAtlantic.

5. This Court has jurisdiction over the parties and venue is proper.

6. In 2022, the Plaintiffs entered into a contract with Defendants to purchase the House for \$413,485.00.

7. Defendants built the House, which was identified as a “Georgetown model,” and the Plaintiffs closed on the House on October 17, 2022.

8. In 2023, the Plaintiffs noticed that the second floor of the House was sagging and uneven in places.

9. The Plaintiffs reported this issue to representatives of Defendants, and Defendants investigated the issue.

10. Defendants advised the Plaintiffs that the problem was due to an improper I-joist running the length of the second floor.

11. At that time, Defendants offered to perform certain changes to the flooring that they contended would remedy the issue.

12. Because the problem raised serious questions about the structural stability of their House, the Plaintiffs hired counsel and retained a construction expert in December 2023 to provide them with an independent evaluation of the underlying problem and the appropriate solution.

13. On December 11, 2023, the Plaintiffs through counsel requested that Defendants provide a copy of the architectural and structural plans with any changes, any documentation from the I-joist manufacturer, any work orders and photos of work done to address the I-joist issue, and any proposal to repair the I-joist issue.

14. Despite multiple requests, as of the date of this filing, Defendants have provided none of the requested documents, including any proposed scope to repair the issue, and have simply responded that the architectural plans may be obtained from the Dorchester County building department.

As a First Cause of Action
(Breach of Contract)

15. The Plaintiffs incorporate their prior allegations as though restated herein verbatim.

16. The construction agreement is a valid and enforceable contract between the Defendants and the Plaintiffs.

17. Plaintiffs have done all things expected of them under the contract, paying for and financing the entire purchase price to Defendants.

18. Defendants have breached the contract in the following ways:

a) Constructing the second floor of the house in a deficient manner that does not meet applicable building codes, manufacturer instructions, and/or industry standards;

b) Failing or refusing to furnish sets of plans and designs to the Plaintiffs upon request;

c) Failing or refusing to provide a scope of repair for the improper I-joist issue; and

d) Such other and further breaches as will be revealed during discovery.

19. As a direct and proximate result of Defendants' breaches of the contract, Plaintiffs have sustained damage.

20. Wherefore, Plaintiffs pray for a Judgment against Defendants in an amount equal to the cost to investigate and repair the I-joint issue, diminished value of their home, loss of use, and the attorney's fees and costs of this action.

As a Second Cause of Action
(Negligence, Gross Negligence, Recklessness)

21. The Plaintiffs restate and re-allege the foregoing paragraphs of this Complaint.

22. The Defendants owed a duty to the Plaintiffs to act in a manner compliant with the reasonable standard of care applicable to residential builders under South Carolina law.

23. The Defendants violated this duty and were negligent, grossly negligent, careless, reckless, willful, and wanton in one or more of the following particulars:

a) Constructing the second floor of the house without proper structural support in the form of a deficient I-joint;

b) Failing or refusing to furnish sets of plans and designs to the Plaintiffs upon request;

c) Failing or refusing to provide a scope of repair for the improper I-joint issue; and

d) Such other errors and omissions as the Plaintiffs' investigation may reveal, the Plaintiffs reserving the right to amend this list as new errors and omissions are discovered.

24. Said failures above-described, as well as the Defendants' gross negligence, willfulness, and reckless disregard for the rights of the Plaintiffs, have actually and proximately caused damages to the Plaintiffs.

25. Wherefore, the Defendants are liable to the Plaintiffs in an amount of the actual, incidental, consequential, special, and punitive damages in an amount to be determined by the trier of fact.

As a Third Cause of Action
(Breach of Warranty)

26. The Plaintiffs restate and re-allege the foregoing paragraphs of this Complaint.

27. The Defendants issued certain written warranties including a structural warranty.

28. By virtue of building and selling a new house in the State of South Carolina, the Defendants are deemed to have made other implied warranties including the warranty of habitability and the warranty of good and workmanlike service.

29. The Defendants breached their express and implied warranties with respect to the Plaintiff's house by failing to construct the 2nd floor with sufficient structural support, installing a deficient I-joist, and such other failures as will be revealed during investigation and discovery.

30. As a direct and proximate result of the Defendants' breach of warranty, the Plaintiff has sustained damage.

31. Plaintiffs pray for a Judgment against Defendants in an amount equal to the cost to investigate and repair the I-joist issue, diminished value of their home, loss of use, and the attorney's fees and costs of this action.

As a Fourth Cause of Action
(S.C. Unfair Trade Practices Act)

32. The Plaintiffs restate and re-allege the foregoing paragraphs of this Complaint.

33. The Defendants' actions as described herein constitute unlawful trade practices as defined by the S.C. Unfair Trade Practices Act, at S.C. Code § 39-5-10 *et seq.*

34. The Plaintiffs are within the class of persons intended to benefit from the protections afforded by SCUTPA.

35. The conduct described herein is capable of repetition and has an adverse effect on the public interest.

36. The Defendants falsely misrepresented that the house was properly constructed and free of structural defects.

37. The Defendants further misrepresented that they would implement a scope of repair to correct the I-joint issue at the house, but when Plaintiffs requested a copy of the scope of repair the Defendants were unable or unwilling to provide it to them.

38. As a direct and proximate result of the Defendants' unfair trade practices, the Plaintiffs have sustained damages.

39. Wherefore, the Defendants are liable to the Plaintiffs in the amount of the actual, incidental, consequential, special, and punitive damages in an amount to be determined by the trier of fact, as well as treble damages and attorney's fees and costs as provided under the Act.

As a Fifth Cause of Action
(Class Action – All Claims Except SCUTPA)

40. The Plaintiffs restate and re-allege the foregoing paragraphs of this Complaint.

41. All claims presented in this Complaint, except for those under the S.C. Unfair Trade Practices Act, are also asserted as a class action under SCRCF 23.

42. This action is maintained as a class action on behalf of the following described class:

All South Carolina owners of a "Georgetown model" house constructed by CalAtlantic Group, LLC or Lennar Corporation who either have not discovered the deficient I-beam issue on the second floor of their home, or who discovered the deficient I-beam issue less than three (3) years before the filing of this Complaint.

The Class shall exclude (a) any member who has reached a separate settlement of his/her claims with Lennar or CalAtlantic, (b) all attorneys and their staff representing the putative class, and (c) all members of the judiciary presiding over the case.

Plaintiffs may subsequently refine the class definition in light of discovery.

Hereinafter the above-described will be referred to as the “Class” or the “Class Houses.”

43. Either by design or by repeated construction error, the Defendants installed an identically sized I-beam on the second floor of the Class Houses, which I-beam is structurally deficient.

44. The deficient I-beam on the second floor of the Class Houses has caused damage to each of the proposed Class members, in the form of cost to repair, loss of use, and diminished value of their homes.

45. The Class is so numerous that it is impracticable to bring all of the Class before this Honorable Court. The exact number of Georgetown model houses built in South Carolina is unknown, but is believed to be in the hundreds. The exact number and identity of home owners in the Class can be ascertained from Lennar and CalAtlantic records. In many instances, Class members are either unaware that their claim exists or have sustained individual damages too small to economically justify the attorney fees and other costs of maintaining individual lawsuits. When aggregated, however, the individual damages are sufficiently large to justify this class action.

46. Common issues of law and fact exist and predominate over any individual questions of law or fact and include, but are not limited to, whether the I-beam as designed and installed is structurally sufficient to bear the anticipated loads on the 2nd floor of the Class Houses.

47. Plaintiff Thompsons’ claims are typical to the Class claims. Plaintiff Thompsons and the Class have sustained virtually identical types of damages and their claims arise from

identical or virtually identical design/construction methods employed by Lennar and CalAtlantic and are based upon identical legal theories.

48. Plaintiff Thompsons will assure adequate representation of the members of the Class. Plaintiff Thompsons' economic interest and the interest of the class members are squarely aligned. Plaintiff Thompsons' claims are typical of the Class' claims and they have no conflict with class members in the maintenance of this action, and their interests are not antagonistic.

49. A class action provides the only known fair and efficient method of adjudicating this controversy. The substantive claims of the class are virtually identical in all material respects, and will require evidentiary proof of the same kind and application and interpretation of the same or nearly identical building codes and industry standards.

50. Wherefore, each member of the Class is entitled to a Judgment for the actual, incidental, consequential, special, and punitive damages in an amount to be determined by the trier of fact.

WHEREFORE, Plaintiffs demand a jury trial on all claims so triable and respectfully request that the Court:

- a) Certify the Class pursuant to SCRCP 23;
- b) Award actual damages, consequential damages, and incidental damages;
- c) Award punitive and exemplary damages;
- d) Award Plaintiffs their reasonable attorneys' fees, expert witness fees, litigation related expenses, and court and other costs incurred in litigating this action; and
- e) Such other and further relief as the Court deems just and proper.

THE BOSTIC LAW GROUP, P.A.

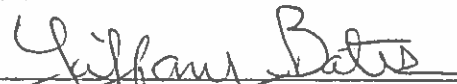
/s Christopher M. Ramsey
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Attorneys for Plaintiffs

March 14, 2024

Charleston, South Carolina


STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2024-CP-18-00474
)	
Roy M. Thompson and Jennifer Thompson,)	
)	
Plaintiffs,)	
)	
vs.	)	AFFIDAVIT OF SERVICE ON
	)	LENNAR CORPORATION
CalAtlantic Group, LLC, a subsidiary of)	
Lennar Corporation,)	
)	
<u>Defenant.</u>)	

PERSONALLY APPEARED BEFORE ME, the undersigned, who, being duly sworn, deposes and says that the Defendant, Lennar Corporation, was properly served with a copy of the Summons and Complaint in the above-entitled action, pursuant to Rules 4(d)(3) and 4(d)(9), SCRCP, by Federal Express, a designated delivery service as defined in 26 U.S.C. § 7502(f)(2). A copy of the delivery record to Lennar Corporation, including the electronic signature of the original signature of the recipient, is attached hereto as Exhibit A.


 Tiffany L. Bates, Legal Assistant
 THE BOSTIC LAW GROUP, P.A.
 2236 Ashley Crossing Drive
 Charleston, SC 29414
 Ph: (843) 571-2525
 Fax: (843) 571-7050

Charleston, South Carolina
 Dated: April 10, 2024

Sworn to and subscribed before me
 this 10 day of April, 2024.


 Notary Public for South Carolina
 My Commission Expires: 10/21/2025

SHARON J. WIETERS
 Notary Public, State of South Carolina
 My Commission Expires
 Oct. 21, 2025

Dear Customer,

The following is the proof-of-delivery for tracking number: 775559679838

Delivery Information:

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	M.CULLER	Delivery Location:	2 OFFICE PARK CT 103
Service type:	FedEx Express Saver		
Special Handling:	Deliver Weekday; Adult Signature Required		COLUMBIA, SC, 29223
		Delivery date:	Mar 19, 2024 13:49

Shipping Information:

Tracking number:	775559679838	Ship Date:	Mar 15, 2024
		Weight:	1.0 LB/0.45 KG

Recipient:

Lennar Corporation, c/o CT Corporation System
2 Office Park Court
Suite 103
COLUMBIA, SC, US, 29223

Shipper:

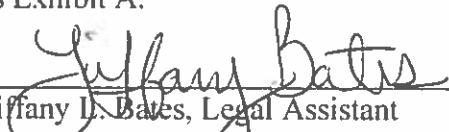
Christopher M. Ramsey, Bostic Law Group
2236 Ashley Crossing Dr
CHARLESTON, SC, US, 29414



Thank you for choosing FedEx

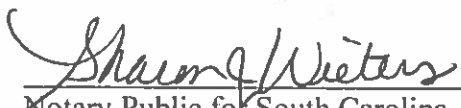
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2024-CP-18-00474
)	
Roy M. Thompson and Jennifer Thompson,)	
)	
Plaintiffs,)	
)	
vs.	)	AFFIDAVIT OF SERVICE ON
	)	CALATLANTIC GROUP, LLC
CalAtlantic Group, LLC, a subsidiary of)	
Lennar Corporation,)	
)	
<u>Defenant.</u>)	

PERSONALLY APPEARED BEFORE ME, the undersigned, who, being duly sworn, deposes and says that the Defendant, CalAtlantic Group, LLC, was properly served with a copy of the Summons and Complaint in the above-entitled action, pursuant to Rules 4(d)(3) and 4(d)(9), SCRCP, by Federal Express, a designated delivery service as defined in 26 U.S.C. § 7502(f)(2). A copy of the delivery record to CalAtlantic Group, LLC, including the electronic signature of the original signature of the recipient, is attached hereto as Exhibit A.


 Tiffany D. Bates, Legal Assistant
 THE BOSTIC LAW GROUP, P.A.
 2236 Ashley Crossing Drive
 Charleston, SC 29414
 Ph: (843) 571-2525
 Fax: (843) 571-7050

Charleston, South Carolina
 Dated: April 10, 2024

Sworn to and subscribed before me
 this 10 day of April, 2024.


 Notary Public for South Carolina
 My Commission Expires: 10/21/2025

SHARON J. WIETERS
 Notary Public, State of South Carolina
 My Commission Expires
 Oct. 21, 2025

Dear Customer,

The following is the proof-of-delivery for tracking number: 775559581695

Delivery Information:

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	A.MAINS	Delivery Location:	6650 RIVERS AVE
Service type:	FedEx Express Saver		
Special Handling:	Deliver Weekday; Adult Signature Required		NORTH CHARLESTON, SC, 29406
		Delivery date:	Mar 19, 2024 10:03

Shipping Information:

Tracking number:	775559581695	Ship Date:	Mar 15, 2024
		Weight:	1.0 LB/0.45 KG

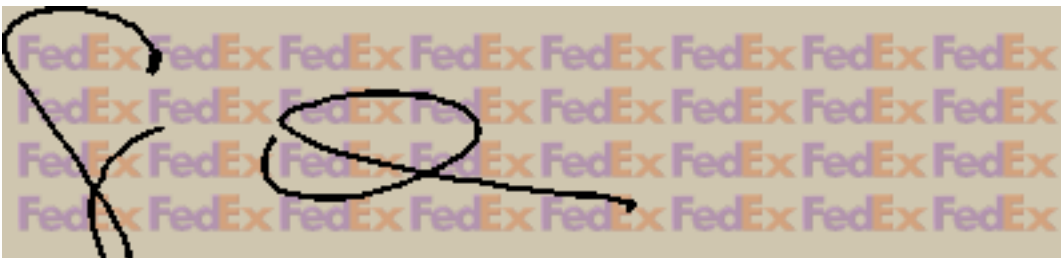
Recipient:

CalAtlantic Group, LLC, Corporate Creations Network, Inc.
6650 Rivers Avenue
NORTH CHARLESTON, SC, US, 29406

Shipper:

Sharon Wieters, Bostic Law Firm
2236 Ashley Crossing Dr
CHARLESTON, SC, US, 29414

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [CalAtlantic, Lennar Sued Over Apparent 'Structural Defects' Allegedly Plaguing South Carolina Homes](#)
