

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Structural Waterproofing, LLC,

Plaintiff,

Tribune Holdings, LLC; South Hampton Property Owners Association, Inc.; Walter P Rawl & Sons Inc; Archibald Oil & Gas Operations Inc; J & M Smith Enterprises LLC; 705 South Hampton LLC; EMK Pennsylvania LLC; Jaybird LLC; JJVIV LLC; JTV Properties LLC; Kingston Partners 505 LLC; Kingston Plantation Master Association, Inc.; Kingston Properties V; Komax Properties LLC; Lyke Properties LLC; MACJ LLC; MBMB Properties LLC; Mchurley Enterprises LLC; MHK Properties, LLC; Ocean507 LLC; Ohio River Aggregate Inc; South Hampton 606 LLC; South Hampton Properties LLC; Earl W. & Evelyn H. Spangler Family Limited Partnership; Under The Boardwalk LLC; William A Long & Susan B Long; Timothy L Wright & Lisa J Wright; Thomas N Braun & Catherine A Braun; Shawn R Dixon & Cary J Dixon; Richard I Letvak & Susan A Letvak; Ralph H Ashworth & Daphne A Ashworth; Peter R Leinenweber & Deborah S Leinenweber; Norman P Mccarter & Gayle G Mccarter; Michael J Radler & Judith M Radler; Melvyn R Berman & Anita Berman; Leonard M Gatti Revocable Trust; Kathrine E Radler & Lawrence E Radler; Jan R Niezing & Ursula F Niezing; Jack L Miller Jr & Jack L Miller III; Jack F Wright Jr & Barbara F Wright; Jack D Cox & Velda W Cox; Ira M Keen & Wanda K Keen; Hugh F Madden & Beverly K Madden; Henry P Gosiene & Joan F Gosiene; Harold C Dufour & Jennifer Q Dufour; G V Reddy & Prema Reddy; Frederick Talip & Analyn M Talip; Fred D Matheson & Patricia C Matheson; Frank L Taylor Jr & Deborah Kay Taylor; Francis E Devince & Diane Z Devince; Francis A Goad & Cynthia M Goad; Donald R Fishback & Denise B Fishback; Dimitrios Hrysikos & Maria D Hrysikos; Dileep S Karmarkar & Sushama D Karmarkar; Dennis M Boyd & Patricia J Boyd; Daniel W Simmons & Patricia M Simmons; Daniel W Pizzullo &

IN THE COURT OF COMMON PLEAS

FIFTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO: 2020-  
2020-CP-26-04842\_

SUMMONS FOR.  
COUNTERCLAIM OF SOUTH HAMPTON  
PROPERTY OWNER ASSOCIATION, INC.

Thelma D Pizzullo; Charles A Mckenzie & Leslie B Mckenzie; Robert Alger & Lynne Alger; Ronnie Allison & Shelba Allison Geddis; Ebtissam M Ammar; Dennis R Anderson Revocable Trust; Howard L Armistead Jr Revocable Trust; Bachner Living Trust; Jane S Baker; Gerald Baron & Stephanie Baron; Mark Barth; Marjory P Benson; William B Biddington; Carol M. Biddington; Patrick F Blois; Roderick C Broadway & Latonia Broadway; Mary Jo Ray Bryan Revocable Trust; & George Norman Bryan Jr Revocable Trust; Helen H Bryngelson Revocable Trust; William W Bunch III; George Edward Butler & Krista Mullins Butler; Greg L Callaway & William L Callaway; Bobby Clark Chatham; Curtis R. Britton, Jr & Kimberly M Britton; June R Clarke & Victor G. Clarke; Teresa G Cockerham; Greg Combs & Mary Alice Combs; Michael M Conley & Sylvia B. Conley; Robert E Dicks Jr; Teresa Jane Dodd; TPE Revocable Trust; John D Fisher Jr; Sherry L. Fisher; John R Fisher III Trust; Frizzell Living Trust; Brenda A Garrett & Samuel D. Garrett; Winnie B Gee; Julia Gee Muldrow; Adam R Geiss & Courtney E. Geiss; Gregory S Gianuzzi & Sharon B. Gianuzzi; James C Gordon; Vivian Graf & Rosaly Graf; Phillip A Hedrick; Karen L. Hedrick; Howard A Hedrick; Rebekah J. Hedrick; William H Herbert; James Michael Hopkins Sr; Jean H. Crocker; Randall K Horn; Jamie Sue Robinette; Angela S. Jones; Robert D Jones II; Matin M Khan & Marlene R. Khan; John C Largent Declaration of Trust; Thomas J Leonti Jr & Lynn Leonti; Tina Logan & Brendan Logan; Douglas E Macdonald & Elsa B. Macdonald; Brian K Macken & Jacqueline F. Macken; Terri S Madigan; Richard E Daum; Robert R Mager & Wendy S Mager; Barbara S Lang; Mary Alice Maier; Donald R Maxfield; Thomas P Mccartney; Devoe-McLean Family Revocable Living Trust; Michael D Mercadante & Denise Castellucci Mercadante; Brigitte Morgan & Samuel G Morgan; Patrick Murray & Melonie Murray; Mitchell S Needle & Lisa A Needle; Kristie Nystedt & Patrik Nystedt; Craig Peddicord & Keith Peddicord; Antionette Pedicone; George R Perkins Jr; Donna A Phipps; Pituch Barnes Revocable Trust; Michele A Polcer; David L Query; Lawrence E Radler; Jeffrey D Rhodes; Linda S Rhodes; Bryan J Robie; Penny Lee White Robie; John D Rose; William M Rudolph; Christine A Rudolph; Tammy Leigh Ryan; Ronald Scott; Joseph C Rynn; Rosemary L Rynn; David R Saggiomo; Maria Saggiomo; Michael A Scarfia; Jean M Scarfia; Rick A Schirmer; Helen M Schirmer; Michael T Sheehan; David Sherman; Diana L Creamer; Elaine S Shirley; Cole Shorter; Jamie Shorter; Arthur F Steingraber; Kathleen M Steingraber; Linda A Storch; Stuart J Strickland Sr; Catherine N Strickland; Robert Sturey; Mary Ann Sturey; Timothy Summers; Kelli

Summers; Kevin Bahr; Christy Bahr; Thode Family Trust;  
Todd B Thorp; Deirdre Gallahue Thorp; Barry H Traub  
Living Trust; Jonathan W Tucker; Courtney M. Tucker.

Defendants.

To: THE PLAINTIFF ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Counterclaim of Defendant South Hampton Property Owners Association, Inc. of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscriber at her address (1800 North Oak St., Myrtle Beach, South Carolina 29577, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Counterclaim within the time aforesaid, judgment will be rendered against you for the relief demanded in the Counterclaim.

*/s/ Sheri McAllister*

Sheri McAllister. (S.C. Bar #11986)

Attorney for South Hampton Property Owners Association, Inc.

The Clemmons Law Firm

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Myrtle Beach, South Carolina 29577

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October 31, 2020  
Myrtle Beach, SC



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

FIFTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO: 2020-  
2020-CP-26-04842\_

Structural Waterproofing, LLC,

Plaintiff,

AMENDED ANSWER  
OF SOUTH AMPTON  
PROPERTY OWNERS  
ASSOCIATION, INC.  
AND COUNTERCLAIM

Tribune Holdings, LLC; South Hampton Property Owners Association, Inc.; Walter P Rawl & Sons Inc; Archibald Oil & Gas Operations Inc; J & M Smith Enterprises LLC; 705 South Hampton LLC; EMK Pennsylvania LLC; Jaybird LLC; JJVIV LLC; JTV Properties LLC; Kingston Partners 505 LLC; Kingston Plantation Master Association, Inc.; Kingston Properties V; Komax Properties LLC; Lyke Properties LLC; MACJ LLC; MBMB Properties LLC; Mchshurley Enterprises LLC; MHK Properties, LLC; Ocean507 LLC; Ohio River Aggregate Inc; South Hampton 606 LLC; South Hampton Properties LLC; Earl W. & Evelyn H. Spangler Family Limited Partnership; Under The Boardwalk LLC; William A Long & Susan B Long; Timothy L Wright & Lisa J Wright; Thomas N Braun & Catherine A Braun; Shawn R Dixon & Cary J Dixon; Richard I Letvak & Susan A Letvak; Ralph H Ashworth & Daphne A Ashworth; Peter R Leinenweber & Deborah S Leinenweber; Norman P Mccarter & Gayle G Mccarter; Michael J Radler & Judith M Radler; Melvyn R Berman & Anita Berman; Leonard M Gatti Revocable Trust; Kathrine E Radler & Lawrence E Radler; Jan R Niezing & Ursula F Niezing; Jack L Miller Jr & Jack L Miller III; Jack F Wright Jr & Barbara F Wright; Jack D Cox & Velda W Cox; Ira M Keen & Wanda K Keen; Hugh F Madden & Beverly K Madden; Henry P Gosiene & Joan F Gosiene; Harold C Dufour & Jennifer Q Dufour; G V Reddy & Prema Reddy; Frederick Talip & Analyn M Talip; Fred D Matheson & Patricia C Matheson; Frank L Taylor Jr & Deborah Kay Taylor; Francis E Devince & Diane Z Devince; Francis A Goad & Cynthia M Goad; Donald R Fishback & Denise B Fishback; Dimitrios Hryzikos & Maria D Hryzikos; Dileep S Karmarkar & Sushama D Karmarkar; Dennis M Boyd & Patricia J Boyd; Daniel W Simmons & Patricia M Simmons; Daniel W Pizzullo &

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Summers; Kevin Bahr; Christy Bahr; Thode Family Trust;  
Todd B Thorp; Deirdre Gallahue Thorp; Barry H Traub  
Living Trust; Jonathan W Tucker; Courtney M. Tucker.

Defendants.

COMES NOW, Defendant, South Hampton Property Owners Association, Inc. (“South Hampton”) by and through their undersigned attorney, in answer to the Plaintiff’s Complaint. Said South Hampton is hereby answering Plaintiff’s Complaint and do allege and say:

1. South Hampton denies paragraph 1 and demands strict proof thereof.
2. South Hampton denies paragraph 2 and demands strict proof thereof.
3. South Hampton admits paragraph 3.
4. South Hampton denies paragraphs 4 and demands strict proof thereof.
5. South Hampton denies paragraph 5, 6, 7 and 8 and demands strict proof thereof.

**Factual Allegations and First Cause of Action (Collection)**

6. South Hampton denies paragraphs 9, 10, 11, 12, 13, 14, 15, 16, 17,18, 19, 20, 21, 22, 23, 23, 25, 26, 27, 28 and 29 and demands strict proof thereof.

**Second Cause of Action (Breach of Contract – Tribune)**

7. South Hampton denies paragraphs 30, 31, 32, 33, 34, 35, 36, and 37 and demands strict proof thereof.

**Third Cause of Action (Foreclosure of Real Estate – All Defendants)**

8. South Hampton denies paragraphs 38, 39, 40, 41, 42 and 43 and demands strict proof thereof.

**Fourth Cause of Action (Violation of S.C. Code Ann.27-1-15 – Tribune and POA)**

9. South Hampton denies paragraphs 44, 45, 46, 47, 48 and 49 and demands strict proof thereof.

**Fifth Cause of Action (Quantum Meruit/Unjust Enrichment – All Defendants)**

10. South Hampton denies Paragraphs 50, 51, 52, 53, 54, 55 and 56 and demands strict proof thereof.

FOR A FIRST DEFENSE  
(Accord and Satisfaction)

11. South Hampton incorporates every paragraph set forth above as repeated verbatim.
12. Upon information and belief, Plaintiff has been paid for services performed and is barred from claiming additional compensation for services that have not occurred to date.

FOR A SECOND DEFENSE  
(Right to Set Off)

13. Plaintiff failed to fully perform under the terms of the contract with Tribune. Upon information and belief Plaintiff failed to provide Tribune workers compensation certificates, general liability certificates, materials and services that are all material terms to the contract with Tribune. Independent engineers employed by South Hampton have determined that the some of the work performed by Plaintiff is defective therefore set off is appropriate.

FOR A FIRST COUNTERCLAIM

(Negligence)

14. South Hampton incorporates every paragraph set forth above as repeated verbatim.
15. Upon information and belief services performed by Plaintiff were defective resulting in damages to South Hampton. Because services were being performed by Plaintiff on the South Hampton building, there was an expectation that those services would be performed correctly.
16. Although no direct written contract was executed between South Hampton and Plaintiff, South Hampton had an expectation of sound workmanship. Plaintiff was negligent in the performance of contractual duties to Tribune which resulted in damage to South Hampton.

FOR SECOND COUNTERCLAIM

(Breach of Implied Warranty of Good Workmanship)

17. South Hampton incorporates every paragraph set forth above as repeated verbatim.
18. Plaintiff failed to substantially perform services contracted by Tribune. Upon information and belief, the services performed by Plaintiff were defective. This resulted in additional monies spent for remedial measures by Tribune and damages to South Hampton.
19. Although no executed contract was exchanged between Plaintiff and South Hampton, South Hampton had an expectation of good workmanship and is therefore damaged due to Plaintiff's failure to perform same in a workmanlike manner.
20. South Hampton has thoroughly inspected the property and has confirmed that the services to



be performed under the subcontract with Tribune have not been performed, including but not limited to, poorly painted railings (peeling and bubbled paint), paint splatter on glass doors and decks, missed painted areas and more.

FOR THIRD COUNTERCLAIM

(Property Damage)

21. South Hampton incorporates every paragraph set forth above as repeated verbatim.
22. Plaintiff not only failed to substantially perform services contracted by Tribune, they damaged the roof of the building with their equipment. This damage resulted in additional expense to the contractor and required immediate attention to fix. Plaintiff also damaged lightning rods on the building,
21. Although no executed contract was exchanged between Plaintiff and South Hampton, South Hampton had an expectation that its building would not be damaged during the performance of services by Plaintiff, and did not anticipate the additional expense of repairing damage caused by Plaintiff.

WHEREFORE, Defendant South Hampton Property Owners Association, Inc. hereby requests the following relief:

1. That the Plaintiff be denied the relief sought against South Hampton in the Complaint, and that South Hampton be awarded damages to be determined by the court for the causes of action listed hereinabove in the Counterclaim.
2. That the Plaintiffs claims against South Hampton dismissed; and
3. For attorney's fees and costs; and
4. For such other and further relief as this Court may deem just and proper.

/s/ Sheri McAllister

Sheri McAllister. (S.C. Bar #11986)  
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October 31, 2020  
Myrtle Beach, SC

