

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; Meshurley 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 &

IN THE COURT OF COMMON PLEAS

FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO: _____

FIRST AMENDED
SUMMONS FOR RELIEF
(Non-jury)
(Complaint served)

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 ABOVE-NAMED DEFENDANTS

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you at the addresses set forth in Exhibit "A," which is attached and incorporated herein, and to serve a copy of your answer to the said Complaint on the subscribers at their office at 115 Market Street, Suite 221, Durham, North Carolina 27701, and to file your Answer with the Clerk of Court for Horry County, South Carolina, all within thirty (30) days after the service hereof; exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default for the relief demanded in the Complaint and judgment will be rendered against you.

OAK CITY LAW, LLP

s/ M. Caroline Lindsey Trautman
M. Caroline Lindsey Trautman
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Durham, North Carolina
August 21st, 2020

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO: _____

Structural Waterproofing, LLC,

Plaintiff,

FIRST AMENDED COMPLAINT
(Mechanics' Lien Foreclosure Action;
Deficiency Demanded)
(Non-jury)

vs.

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; Mcshurley 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 & Thelma D Pizzullo;

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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 ABOVE-NAMED DEFENDANTS:

Now Comes the Plaintiff, Structural Waterproofing, LLC (“SW,”) complaining of the acts or omissions of the Defendants, Tribune Holdings, LLC (“Tribune,”) South Hampton Property Owners Association, Inc. (the “POA,”) and the remaining above-named individual unit Property owners, which are identified by name, unit number, and address in the document attached and incorporated with this Complaint as **Exhibit “A,”** and shows unto this Honorable Court as follows:

1. SW is a North Carolina limited liability company authorized to transact business in South Carolina, having its principal place of business in Salisbury, North Carolina, having Corporation Service Company as its South Carolina registered agent, and having as its registered address, 1703 Laurel Street, Columbia, South Carolina 29223.

2. Upon information and belief, Defendant Tribune is a South Carolina limited liability company, having Iginio Volpe as its registered agent, and a registered agent address at 744 Elizabeth Drive, Murrells Inlet, Horry County, South Carolina.

3. Upon information and belief, the Defendant POA is a corporation organized and existing under the laws of the State of South Carolina, having Litus* to Let as its registered agent and a registered address at 1551 21st Avenue North, #24, Myrtle Beach, Horry County, South Carolina.

4. The remaining named defendants (hereinafter “the Unit Owners”) are owners of the individual apartment units that compose the real property known as South Hampton at Kingston Plantation, located at 9820 Queensway Boulevard, and further described in that certain Master Deed recorded with the Horry County Register of Deeds (“ROD”) at Deed Book 1121, Pages 266-334. The Master Deed was amended thereafter by the First Amendment to Master Deed recorded with the ROD at Deed Book 1125, Page 422 and the Second Amendment to Master Deed recorded with the ROD at Deed Book 1247, Page

125. The above-described real property, including the units identified on Exhibit “A” to this Complaint, are hereafter referred to as “the Property.” The Property was submitted to a horizontal property regime by way of the Master Deed and amendments thereto. The Unit Owners own the individual units, and upon information and belief, reside at the addresses, set forth in **Exhibit “A.”**

5. A subcontract for the furnishing of labor and materials for waterproofing construction and restoration of said Property, which includes a condominium building (containing individual units) located in Myrtle Beach, Horry South Carolina, is the subject of this action.

6. All conditions precedent required for the bringing of this action have occurred or been met.

7. This Court has jurisdiction over the parties and the matter in dispute.

8. Upon information and belief, no Defendant in this action is a member of the Armed Forces of the United States of America as contemplated by the Servicemembers Civil Relief Act of 2003.

Factual Allegations and First Cause of Action (Collection)

9. The allegations contained in all of the preceding paragraphs and all of the subsequent paragraphs are re-alleged and incorporated herein by reference to the extent not inconsistent with those contained in this Cause of Action.

10. In or about 2019, the Defendant POA, on behalf of and as a representative of the Defendant Unit Owners, entered into a contract with Tribune for construction work upon the Property including but not limited to repairs and restorative work.

11. In turn, on or about November 1, 2019, Tribune entered into a subcontract agreement with SW (“the subcontract”) whereby SW was to furnish labor and materials for waterproofing construction work, concrete and EIFS repair work, and other improvements to the building exterior of the Property (“the Improvements”) for the price of \$1,031,000.00.

12. The Property is part of a horizontal property regime as described in Paragraph 4 above and otherwise herein. The Property consists of a condominium building that comprises individually owned apartment units as well as certain common elements, which include, among other things, the land on which the building was constructed and the building exterior, decks, balconies, and roof.

13. Pursuant to the Master Deed the Unit Owners each have an ownership interest in certain of the common elements of the Property. The Unit Owners are individually identified in the document attached and incorporated with this Complaint as **Exhibit "A,"** which identifies the unit that each Unit Owner owns.

14. Pursuant to the subcontract, SW was obligated to furnish labor and materials for the Improvements, and Tribune was obligated to remit payment for the same upon receipt of SW's invoices.

15. Pursuant to the subcontract, SW and Tribune agreed on change orders for extra work. The agreed-upon change orders increased the subcontract price by the total amount of at least \$259,586.32.

16. SW furnished the Improvements as requested and agreed upon pursuant to the subcontract and change orders authorized by Tribune.

17. SW's furnishing of the Improvements was authorized by the Defendant POA on behalf of and as the representative of the Unit Owners.

18. Tribune has failed to pay SW in full for the labor and materials furnished pursuant to the subcontract and change orders authorized by Tribune. Tribune has paid SW the amount of \$1,188,610.70 but to date still owes SW the amount of **\$101,975.62.**

19. The last date on which SW furnished Improvements to the Property was fewer than six months and fewer than 180 days before the filing of this action.

20. SW has made repeated attempts to collect payment for the Improvements furnished at the Property. These attempts include but are not limited to SW sending a written notice of furnishing and demand letter (the "Notice") to Tribune, the POA, and the POA's contracted property management company, LTL, Inc. ("LTL.")

21. The Notice described the Improvements SW furnished upon the Property and stated and demanded the amount due to SW, **\$101,975.62,** for the Improvements.

22. The Notice instructed Tribune, the POA, and LTL to conduct a reasonable investigation into the merits of SW's claim or otherwise remit payment within 45 days or else be liable to SW for interest, attorney's fees, and costs under S.C. Code. Ann. § 27-1-15.

23. The Notice was delivered to the POA on July 6, 2020 and to Tribune on July 11, 2020.

24. To date, no party has responded in any way to SW's Notice or its demands for payment.
25. Tribune has failed and refused to timely remit payment for the full value of labor and materials furnished. The amount due to SW under the subcontract is at least **\$101,975.62**.
26. SW has caused to be filed a Notice and Certificate of Mechanics with the Horry County, South Carolina Register of Deeds on August 20, 2020 in Mechanics' Lien Book 273, Page 902.
27. The reasonable value of the Improvements, and for which SW has not been paid, is at least the amount of **\$101,975.62**.
28. Pursuant to §29-5-10 et seq., SW timely notified Defendants that it had not been paid and subsequently filed its Notice and Certificate of Mechanics' Lien within 90 days of when it last provided material and or labor under the base subcontract.
29. The total value of labor and materials furnished by SW for the construction of the project is at least \$1,290,586.32. Of that amount, at least \$101,975.62 remains unpaid.

Second Cause of Action
(Breach of Subcontract – Tribune)

30. The allegations contained in all of the preceding paragraphs and all of the subsequent paragraphs are re-alleged and incorporated herein by reference to the extent not inconsistent with those contained in this Cause of Action.
31. On November 1, 2019 SW and Tribune entered into a subcontract for the Improvements.
32. Pursuant to the subcontract, SW has furnished labor and materials for the Improvements upon the Property.
33. SW furnished the Improvements upon the Property with the consent of all Defendants.
34. To date, Tribune has failed to timely pay SW in full for the labor and materials furnished.
35. Tribune's failure to timely remit payment is a material breach of the subcontract.
36. Pursuant to the subcontract, a balance of \$101,975.62 is due and owing to SW.
37. SW is entitled to recover from Tribune the amount of One Hundred and One Thousand Nine Hundred Seventy-Five Dollars and Sixty Two Cents (\$101,975.62), plus all costs, attorney's fees, and

pre-judgment and post-judgment interest allowed under the subcontract and South Carolina law, for Tribune's breach of subcontract.

Third Cause of Action
(Foreclosure of Real Estate – all Defendants)

38. The allegations contained in all of the preceding paragraphs and all of the subsequent paragraphs are re-alleged and incorporated herein by reference to the extent not inconsistent with those contained in this Cause of Action.

39. Fewer than six months have passed since the last date SW furnished labor or materials upon the Property.

40. A Lis Pendens concerning the above described Property is being filed contemporaneously with the filing of this Summons and Complaint.

41. Plaintiff is entitled to a determination by the Court as to the respective rights of all parties with respect to the Property.

42. Plaintiff is entitled to have its judgment and/or mechanics' lien in the amount of \$101,975.62, plus interest, costs, and attorney's fees as allowed by the subcontract or applicable law, declared to be a valid lien on the Property, to have the lien foreclosed for the amount so found to be due and owing thereon; and to have the lien Property sold under the direction of this Court with the proceeds of the sale to be applied as follows:

- i. To the costs and expense of the within action and sale;
- ii. That the Court ascertain which lien or liens, if any, are superior and/or subsequent to that of the Plaintiff;
- iii. To the payment and discharge of the amounts found to be due and owing to Plaintiff by the Defendants, with appropriate priority, together with interest, attorney's fees, and all costs;
- iv. That the surplus, if any, to be distributed according to law;
- v. That the property be sold subject to all outstanding taxes;

- vi. That the equity of redemption of the Defendants and all others claiming any right, title, and interest or lien in the Property by, through, or under them in the above-described premises be barred and forever foreclosed;
- vii. That Plaintiff have a personal deficiency judgment against the Defendants, jointly and severally, for any deficiency which may remain after a sale of the lien Property; and
- viii. For such other and further relief as this Court deems just and proper.

43. The real estate interests described above should be sold subject to the lien, and the proceeds of the sale should be applied to fulfill SW's demand for the principal amount of One Hundred and One Thousand Nine Hundred Seventy-Five Dollars and Sixty Two Cents (\$101,975.62), as set forth herein, plus all costs and pre-judgment and post-judgment interest allowed under the subcontract and South Carolina law, plus a reasonable sum as attorney's fees for this action, and such other and further relief as this Court determines appropriate, pursuant to SW's claim for foreclosure of its mechanic's lien.

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

44. The allegations contained in all of the preceding paragraphs and all of the subsequent paragraphs are re-alleged and incorporated herein by reference to the extent not inconsistent with those contained in this Cause of Action.

45. SW has made numerous demands to Defendants for payment for the labor and materials furnished to the project.

46. Pursuant to S.C. Code Ann. §27-1-15, Tribune and the POA had a duty to conduct a reasonable and fair investigation into the merits of SW's claim and to pay that portion of the claim which is valid within forty-five (45) days.

47. Upon information and belief, Tribune and the POA did not conduct an investigation into the merits of SW's claim or have not found any reasonable basis for withholding payment from SW.

48. Further, Tribune and the POA have failed to pay SW for the past-due sum due to SW.

49. Pursuant to S.C. Code Ann. § 27-1-15, SW is entitled to recover the amount of One Hundred and One Thousand Nine Hundred Seventy-Five Dollars and Sixty Two Cents (\$101,975.62), plus a reasonable sum for attorney's fees, and all costs, pre-judgment interest and post-judgment interest at the maximum rate allowed by law.

Fifth Cause of Action
(Quantum Meruit/Unjust Enrichment - all Defendants)

50. The allegations contained in all of the preceding paragraphs and all of the subsequent paragraphs are re-alleged and incorporated herein by reference to the extent not inconsistent with those contained in this Cause of Action.

51. The allegations contained in the paragraphs above are realleged and incorporated herein by reference, except that no reference to a contract is alleged.

52. SW conferred a benefit upon Defendants by furnishing the Improvements on the Property.

53. SW conferred a benefit upon Defendants by furnishing the Improvements, thereby improving the value of the Property. SW did this at Defendants' request and for their benefit.

54. Defendants realized, accepted, and retained this benefit but refused to make full payment to SW for this benefit.

55. Under these circumstances, it would be inequitable to allow Defendants to retain said benefit without remitting full payment to SW.

56. The reasonable value and market value of the labor and materials SW furnished is at least One Hundred and One Thousand Nine Hundred Seventy-Five Dollars and Sixty Two Cents (\$101,975.62).

WHEREFORE, SW prays that judgment be rendered against the Defendants as follows:

- a. Pursuant to SW's First Cause of Action for Collection,
- b. Pursuant to SW's Second Cause of Action for Breach of Contract, that SW have and recover from Tribune the amount of One Hundred and One Thousand Nine Hundred Seventy-Five Dollars and Sixty Two Cents (\$101,975.62);

- c. Pursuant to SW's Third Cause of Action for Foreclosure of Real Estate that the real estate described in "Exhibit B" be sold and the proceeds of the sale be applied to fulfill SW's demands as set forth herein, including the principal amount of One Hundred and One Thousand Nine Hundred Seventy-Five Dollars and Sixty Two Cents (\$101,975.62), the costs of this action, interest, a reasonable sum as attorney's fees, and such other and further relief as this Court determines appropriate,
- d. Pursuant to SW's Fourth Cause of Action for Violation of S.C. Code Ann. §27-1-15, that SW have and recover from Tribune and the POA pre-judgment interest at the maximum rate allowed by statutory law and a reasonable sum for attorney's fees and costs pursuant to S.C. Code Ann. §27-1-15;
- e. In the alternative to SW's first cause of action, pursuant to SW's Fifth Cause of Action for Quantum Meruit/Unjust Enrichment that SW have and recover from Defendants the amount of One Hundred and One Thousand Nine Hundred Seventy-Five Dollars and Sixty Two Cents (\$101,975.62);
- f. That SW have a trial by jury on all matters so triable;
- g. That the costs of this action be taxed against some party or parties other than SW;
- h. That SW have and recover all pre-judgment interest, post-judgment interest, attorney fees, and costs allowed by the subcontract and/or by South Carolina law; and
- i. For such other and further relief as the Court may deem just and proper.

OAK CITY LAW, LLP

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Durham, North Carolina
August 21st, 2020

**NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. Section 1601 AS AMENDED**

1. As of August 20th, 2020, the amount of the debt is **\$101,975.62**. Because of interest, late charges, attorneys' fees and costs, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you before depositing the check for collection.
2. Structural Waterproofing, LLC is the Creditor to whom the debt is owed.
3. The debt described in this notice and attached letter will be assumed to be valid by the Creditor and the Creditor's law firm unless you, the Debtor, dispute in writing the validity of the debt or some portion thereof within thirty (30) days after receipt of this notice.
4. If you, the Debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor named in this notice and attached letter is not the original Creditor, and if you make a written request to the Creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests pursuant to this notice should be addressed to Caroline Trautman of the law firm of Oak City Law, LLP, 115 Market Street, Suite 221, Durham, NC 27701. The telephone number is (919) 899-9655.
7. This notice should *not* be construed as a thirty (30) day grace period. Creditor is pursuing collection efforts immediately and shall not wait thirty (30) days.

***THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
FROM DEBTOR WILL BE USED BY THE CREDITOR AND CREDITOR'S LAW
FIRM FOR THAT PURPOSE.***