

THE STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS  
) NINTH JUDICIAL CIRCUIT  
) CASE NO.: 2011-CP-10-08315

)  
)  
) LONG GROVE PROPERTY OWNERS'  
) ASSOCIATION, INC., IN ITS CORPORATE )  
) CAPACITY AS AN ASSOCIATION AND AS )  
) ASSIGNEE FOR AND ON BEHALF OF ITS )  
) MEMBERS THE HOMEOWNERS AND )  
) ASSIGNORS, BARBARA RIVELL, CONNIE )  
) EDWARDS, STEPHEN BALLENTINE, )  
) CATHY BALLENTINE, JOHN CAYWOOD, )  
) MARTHA CAYWOOD, ANDREW PRACHT, )  
) ROBERT BURGOYNE, MARI-ANN )  
) BURGOYNE, CHRISTOPHER )  
) WOOLHOUSE, TRUDIE E. CAMPBELL, )  
) LONG-GROVE DRIVE 127, LLC, MIRANDA )  
) WASH, JAMES MITCHELL, LOU )  
) MITCHELL, ROSS NEIL, JOAN NEIL, )  
) ERICA ANDERSON, SABINE A. )  
) LAMARCHE, MAHJZBEEN ABIG, ABID )  
) IRSHAD, STEPHEN KINER, TERESA )  
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) TUTEN, HOWARD NATENSHON, )  
) ROSEMARY NATENSHON, CHARLES )  
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) ROBERT ROEDER, PAUL MASCHECK, )  
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) HIOTT, PETER ARAGONE, MONIQUE )  
) ARAGONE, JOHN MEYER, REGINA )  
) MEYER, CINDY M. YOST, WILLIAM )  
) SCHUMACHER, SHARON SCHUMACHER, )  
) STEVEN GILTNER, FREDERICK JUMPER, )  
) CAROLINE JUMPER, PAMELA KINKEAD, )  
) KEN D. FORSTER, MARION CLARK, MIKE )  
) MASCHEK, GAIL MASCHEK, JOHN LONG, )  
) ESTELA LONG, JOSHUA MEADE, )  
) RICHARD DAVIS, DODIE DAVIS, WALTER )  
) ZEIGLER, MARY ZEIGLER, ROBERT )  
) HENNESSEY, KAREN HENNESSEY, )  
) GLENN HAMMERBACHER, LENORE )  
) HAMMERBACHER, EDWARD TAILLON, )  
) TERRY GREENE, TERESA GREENE, )  
) BRUCE COUNCELL, CHRIS DONOVAN, )  
) DOUGLAS D'ANGELO, JEFFREY WITWER,)

**DEFENDANT ESSEX ENGINEERING  
CORPORATION'S ANSWER TO  
PLAINTIFFS' AMENDED COMPLAINT**

**(JURY TRIAL DEMANDED)**

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JASON R. WELCH, LAURA KERRIGAN, )  
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 HEADACRES, INC., GARY ALLEY, )  
 ANDREW BEARD, IRVIN FISHER, ADELE )  
 FISHER, ROBERT J. WIELDE, KAREN M. )  
 WIELDE, BRANDON CASEMENT, LEA )  
 CASEMENT, ROBERT HOUSE, JOHN B. )  
 THORNTON, AMANDA ROSEN, RENEE )  
 WARD, LARA GARDINER, PAMELA )

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KINKEAD, JOEL DAURITY, JOYCE )  
 FREEMAN, ELIZABETH GOODMAN, )  
 STEPHANIE HORN, CHAD KURTZ, CINDY )  
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 YVONNE KELLY, RANDY DREW, DEBBY )  
 DREW, MITCH WITHERSPOON, JOEL )  
 NACHMAN, BARBARA NACHMAN, JANE )  
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 BRESNAHAN, BRYNN BRESNAHAN, ERIN )  
 NICOLE SCOTT, MELLISA LEVINSON, )  
 KATHERINE MCKINNEY, JULIA )  
 MCKINNEY, LAKE FOREST PROPERTIES, )  
 DAVID BEDARD, SANDY BEDARD, )  
 THOMAS R. BINFORD, DEBI BINFORD, )  
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 BEASLEY, JOHN W. ADAMS, PATRICK )  
 MARR, BARTON CHUCK MARR, K&S )  
 VENTURES, PHILLIP GALLAGHER, )  
 ELIZABETH GALLAGHER, HAROLD )  
 ROUPE, JAN ROUPE, RONALD TUTEN, )  
 BRIAN K. JAMES, JULIE B. JAMES, KEVIN )  
 ISLER, DENNIS TAYLOR, JANET TAYLOR, )  
 FRED TROMBINO, SUSAN TROMBINO, )  
 LISA ROBERTS, RICK ROBERTS, STEVEN )  
 MOORE, MICHAEL W. FERGUSON, )  
 MADELEIN FERGUSON, DONNA FREYER, )  
 KENNETH WIDMAIER, DONNA )  
 WIDMAIER, EDWARD LONG, RHONDA )  
 HEWITT, CAROLINE WALTERS, CATHY )  
 A. SEMBOWER, JOHN ARMSTRONG, )  
 DOROTHEA ARMSTRONG, MARION )  
 HAJDUSEK, DANIEL LAMONICA, JAMIE )  
 POPE, SHERRILL HOLLAND, MADISON )  
 AUTHORITY, LLC, JOSEPH GASQUE, )  
 DIANA KOTLIKOFF, KIM HODAPP, )  
 JOSEPH HODAPP TRUST, CARVETH )  
 KRAMER, INA KRAMER, GEORGE )

JESPERSEN, BARBARA JESPERSEN,	)
JANET HILTON, INDIVIDUALLY AND ON	)
BEHALF OF ALL OTHERS SIMILARLY	)
SITUATED,	)
	)
Plaintiffs,	)
	)
vs.	)
LONG GROVE VISTA, LLC A/K/A LONG	)
GROVE DEVELOPMENT, LLC, VISTA	)
REALTY PARTNERS, LLC, APEY QUALITY	)
CONSTRUCTION, LLC, F/D/B/A VISTA	)
REALTY CONSTRUCTION, LLC, EDUARD	)
DE GUARDIOLA, INDIVIDUALLY, SAM	)
MAYO D/B/A SCM CONSTRUCTION, INC.,	)
ESSEX ENGINEERING CORPORATION,	)
PRO-EXTERMINATING, JAVIER RAMERO	)
D/B/A RAMERO'S CONTRACTING,	)
	)
Defendants.	)

COMES NOW Defendant Essex Engineering Corporation (“Essex”), answering the Amended Complaint of Long Grove Property Owners’ Association, Inc. *et al.* (hereinafter collectively “Plaintiffs”), and alleges as follows:

**FOR A FIRST DEFENSE**

Plaintiffs’ Amended Complaint fails to state facts sufficient to constitute a cause of action upon which relief may be granted against Defendant Essex.

**FOR A SECOND DEFENSE**

Some or all of Plaintiffs’ claims are or may be barred by the statute of limitations and/or the statute of repose.

### **FOR A THIRD DEFENSE**

Some or all of Plaintiffs' claims are barred by the doctrines of waiver, laches and/or estoppel.

### **FOR A FOURTH DEFENSE**

Some or all of Plaintiffs' claims are or may be barred, or in the alternative, reduced to the extent of any Plaintiffs' own negligence and/or fault.

### **FOR A FIFTH DEFENSE**

Plaintiffs' claims for breach of warranty should be barred to the extent that Plaintiffs failed to give proper notice of any alleged breach of warranty (the existence of and breach of such warranty being hereby denied).

### **FOR A SIXTH DEFENSE**

The work and services provided by Defendant Essex were, at all times applicable to the subject project, and conformity with the standard of care for that time.

### **FOR A SEVENTH DEFENSE**

Any award of punitive damages to the Plaintiffs would violate the constitutional safeguards provided Defendant Essex by the Due Process Clause of the Fourteenth Amendment of the United States Constitution and under the Due Process Clause of Article I, Section 3 of the South Carolina Constitution. The determination of punitive damages does not bear any reasonable relationship to the amount of actual damages, if any, suffered by or awarded to the Plaintiffs.

**FOR AN EIGHTH DEFENSE**

Plaintiffs' Amended Complaint fails to state a claim against Essex upon which attorneys' fees and costs may be granted.

**FOR A NINTH DEFENSE**

Plaintiffs' Amended Complaint fails to state a claim upon which incidental, consequential, and/or special damages may be granted.

**FOR A TENTH DEFENSE**

Plaintiffs' claims are barred by the intervening and/or superseding negligence of another party or parties.

**FOR AN ELEVENTH DEFENSE**

Some or all of Plaintiffs' claims are or may be barred by the Economic Loss Rule.

**FOR A TWELFTH DEFENSE**

For any allegations of liability which Plaintiffs would seek to recover against Defendant Essex (which liability is expressly denied herein), such recovery is or may be limited pursuant to the terms of Essex's contract.

**FOR A THIRTEENTH DEFENSE**

Any damages sustained by the Plaintiffs are or may be the result of the negligent acts and/or omissions of a third party and/or the result of concurrent acts and omissions of a third party and the Plaintiffs.

**FOR A FOURTEENTH DEFENSE**

No act or omission by Essex in the performance of its services proximately caused the alleged damages for which the Plaintiffs now seek to recover and, as a result, the Plaintiffs are not entitled to any recovery from Essex.

**FOR A FIFTEENTH DEFENSE**

Some or all of Plaintiffs' claims against Essex are barred by Plaintiffs' failure to serve an appropriate expert's affidavit with the Amended Complaint sufficient to comply with S.C. Code Ann. §15-36-100.

**FOR A SIXTEENTH DEFENSE**

To the extent Plaintiffs claim to have been damaged by any report by Essex which Plaintiffs consider to have been issued pursuant to S.C. Code Ann. §27-31-430, such claims are barred in whole or in part by the protections of that statute.

**FOR A SEVENTEENTH DEFENSE**

Plaintiffs' claims are or may be barred for lack of proper standing to sue.

**FOR AN EIGHTEENTH DEFENSE**

Plaintiffs' claims are or may be barred because of a lack of duty owed to some or all Plaintiffs.

**FOR A NINETEENTH DEFENSE**

Plaintiffs' claims are or may be barred to the extent that such claims are premised on an invalid/void assignment.

**FOR A TWENTIETH DEFENSE**

There was no concert of action between this Defendant and any other Defendant; therefore, this Defendant is not a joint tortfeasor and this Defendant may not be held jointly and severally liable with other Defendants pursuant to S.C. Code Ann. §15-38-15, as amended, and all other applicable common law and statutory provisions.

**FOR A TWENTY-FIRST DEFENSE**

To the extent that Plaintiffs claim to have suffered any damages as the result of any condition of the subject property, such condition(s) was or should have been open and obvious, or such that Plaintiffs may have had actual or constructive notice of the same, and accepted the subject property with actual and/or constructive notice of those alleged conditions, and are therefore barred from recovering damages from this Defendant for the same.

**FOR A TWENTY-SECOND DEFENSE**

The conditions and deficiencies alleged to have existed at the time(s) in question may not have been within the scope of services which were requested of this Defendant. Defendant Essex's responsibility (if any) is limited only to those conditions and deficiencies (if any) which are within the scope of services described in Essex's agreement, and such would constitute a defense to some or all of Plaintiffs' claims.



**FOR A TWENTY-THIRD DEFENSE**

That to the extent that the project has been substantially altered or modified by persons/entities other than this Defendant, the claims against it may be barred.

**FOR A TWENTY-FOURTH DEFENSE**

That any/all building components at the project have lasted all or some portion of their useful life and therefore this Defendant is not liable for damages, if any, allegedly sustained by the Plaintiffs in excess of the useful life expectancy.

**FOR A TWENTY-FIFTH DEFENSE**

Some or all of Plaintiffs' claims are or may be barred by Plaintiffs' failure to mitigate damages.

**FOR A TWENTY-SIXTH DEFENSE**

To the extent that repairs/remediation have been made on the project and to the extent the allegedly defective/deficient conditions have been modified, altered, or destroyed without providing Defendant Essex adequate notice and the opportunity to inspect/examine all such conditions, Defendant Essex pleads Spoliation of Evidence as a bar to this claim.

**FOR A TWENTY-SEVENTH DEFENSE**

Plaintiffs' claims are barred to the extent that the damages sought constitute a betterment.

**FOR A TWENTY-EIGHTH DEFENSE**

This Defendant has not had an opportunity to conduct a sufficient investigation or to engage in adequate discovery regarding the circumstances of Plaintiffs' allegations. This Defendant intends to act as best it can to inform itself of the pertinent facts and prevailing

circumstances surrounding any alleged injury or damage to the Plaintiffs as alleged in the Amended Complaint, and gives notice of its intent to assert any further affirmative defenses that its investigation – gathering process may indicate as supported by fact and law. This Defendant reserves the right to amend this Answer and assert such defenses.

**FOR A TWENTY-NINTH DEFENSE**

Defendant Essex responds to the individually numbered paragraphs of Plaintiffs' Amended Complaint as follows:

1. Responding to Plaintiffs' Paragraphs 1 through 9, this Defendant is without sufficient independent information to form a belief as to the truth of the allegations contained within those Paragraphs and, therefore, denies the same.

2. Responding to Plaintiffs' Paragraph 10, Defendant Essex Engineering Corporation admits that it was a corporation existing pursuant to the laws of a state other than the State of South Carolina and performed certain services pursuant to, and in accordance with, an agreement with Vista Realty Partners. The terms of that agreement speak for themselves. To the extent that Plaintiffs' Paragraph 10 may suggest or imply services beyond those admitted herein, those allegations are denied. To the extent that Plaintiffs' Paragraph 10 may be interpreted to suggest or imply liability on behalf of Defendant Essex, those allegations are denied.

3. Responding to Plaintiffs' Paragraphs 11 and 12, this Defendant is without sufficient independent information to form a belief as to the truth of the allegations contained within those Paragraphs and, therefore, denies the same.

4. Responding to Plaintiffs' Paragraph 13, this Defendant denies Plaintiffs' Paragraph 13 as stated to the extent it may be intended to relate to this Defendant. By way of further response, responding to Plaintiffs' Paragraph 13, Essex admits that it performed certain services pursuant to, and in accordance with, an agreement with Vista Realty Partners, and the terms of that agreement speak for themselves. To the extent that Plaintiffs' Paragraph 13 may suggest or imply services beyond those admitted herein, those allegations are denied. To the extent that Plaintiffs' Paragraph 13 may be interpreted to suggest or imply liability on behalf of Defendant Essex, those allegations are denied.

5. Responding to Plaintiffs' Paragraph 14, this Defendant denies Plaintiffs' Paragraph 14 to the extent it may be intended to relate to this Defendant. By way of further response, responding to Plaintiffs' Paragraph 14, Essex admits that it performed certain services pursuant to, and in accordance with, an agreement with Vista Realty Partners, and the terms of that agreement speak for themselves. To the extent that Plaintiffs' Paragraph 14 may suggest or imply services beyond those admitted herein, those allegations are denied. To the extent that Plaintiffs' Paragraph 14 may be interpreted to suggest or imply liability on behalf of Defendant Essex, those allegations are denied.

6. Responding to Plaintiffs' Paragraph 15, this Defendant is without sufficient independent information to form a belief as to the truth of any alleged water infiltration problems allegedly incurred by Plaintiffs or the results of any alleged inspections performed on behalf of Plaintiffs, and therefore denies the same. The remaining allegations of Plaintiffs' Paragraph 15 are denied to the extent they are intended to relate to Defendant Essex.

7. Responding to Plaintiffs' Paragraphs 16 through 20, the allegations in those Paragraphs are denied to the extent they are directed to Defendant Essex. Defendant Essex explicitly denies any and all liability to Plaintiffs.

8. Responding to Plaintiffs Paragraph 21, this Defendant reasserts and realleges its responses to Plaintiffs' Paragraphs 1 through 20 as if restated verbatim herein.

9. Upon information and belief, Plaintiffs' Paragraphs 22 through 26 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied.

10. Responding to Plaintiffs' Paragraph 27, this Defendant reasserts its responses to Plaintiffs' Paragraphs 1 through 26 as if restated verbatim herein.

11. Upon information and belief, Plaintiffs' Paragraphs 28 through 30 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied.

12. Responding to Plaintiffs' Paragraph 31, this Defendant reasserts its responses to Plaintiffs' Paragraphs 1 through 30 as if restated verbatim herein.

13. Upon information and belief, Plaintiffs' Paragraphs 32 through 34 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no

response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied.

14. Responding to Plaintiffs' Paragraph 35, this Defendant reasserts its responses to Plaintiffs' Paragraphs 1 through 34 as if restated verbatim herein.

15. Upon information and belief, Plaintiffs' Paragraphs 36 through 42 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied.

16. Responding to Plaintiffs' Paragraph 43, this Defendant reasserts its responses to Plaintiffs' Paragraphs 1 through 42 as if restated verbatim herein.

17. Upon information and belief, Plaintiffs' Paragraphs 44 through 50 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied.

18. Responding to Plaintiffs' Paragraph 51, this Defendant reasserts its responses to Plaintiffs' Paragraphs 1 through 50 as if restated verbatim herein.

19. Upon information and belief, Plaintiffs' Paragraphs 52 through 55 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no

response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied.

20. Responding to Plaintiffs' Paragraph 56, Defendant Essex reasserts and realleges its responses to Plaintiffs' Paragraphs 1 through 55 as if restated verbatim herein.

21. Responding to Plaintiffs' Paragraph 57, Defendant Essex admits only those duties expressly created under its agreement with Vista Realty and those duties expressly created under South Carolina law. To the extent that Plaintiffs' Paragraph 57 may suggest or imply the existence of any duties beyond those expressly admitted herein, those allegations are denied. Defendant Essex explicitly denies it owed any duty to Long Grove Property Owners' Association, Inc. To the extent that Plaintiffs' Paragraph 57 may be interpreted to suggest or imply Essex breached any duty, those allegations are denied. Defendant Essex denies all remaining allegations contained in Plaintiffs' Paragraph 57.

22. Responding to Plaintiffs' Paragraphs 58 through 61, Defendant Essex denies the allegations in those Paragraphs.

23. Responding to Plaintiffs' Paragraph 62, Defendant Essex reasserts and realleges its responses to Plaintiffs' Paragraphs 1 through 61 as if restated verbatim herein.

24. Responding to Plaintiffs' Paragraph 63, Defendant Essex admits only the existence of any warranties expressly set out in its agreement with Vista Realty and any warranties expressly created by South Carolina Law, subject to any disclaimer of warranties which may have occurred. To the extent that Plaintiffs' Paragraph 63 suggests or implies the

existence of any warranties other than those expressly admitted herein, those allegations are denied. To the extent Plaintiffs' Paragraph 63 may be interpreted to suggest or imply Defendant Essex breached any warranty, those allegations are denied.

25. Responding to Plaintiffs' Paragraphs 64 and 65, Defendant Essex denies the allegations in those Paragraphs.

26. Responding to Plaintiffs' Paragraph 66, Defendant Essex reasserts and realleges its responses to Plaintiffs' Paragraphs 1 through 65 as if restated verbatim herein.

27. Upon information and belief, Plaintiffs' Paragraphs 67 through 77 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied.

28. Responding to Plaintiffs' Paragraph 78, Defendant Essex reasserts and realleges its responses to Plaintiffs' Paragraphs 1 through 77 as if restated verbatim herein.

29. Upon information and belief, Plaintiffs' Paragraphs 79 through 82 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied

30. Responding to Plaintiffs' Paragraph 83, Defendant Essex reasserts and realleges its responses to Plaintiffs' Paragraphs 1 through 82 as if restated verbatim herein.

31. Upon information and belief, Plaintiffs' Paragraphs 84 through 86 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied

32. Responding to Plaintiffs' Paragraph 87, Defendant Essex reasserts and realleges its responses to Plaintiffs' Paragraphs 1 through 86 as if restated verbatim herein.

33. Upon information and belief, Plaintiffs' Paragraphs 88 and 89 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied

34. Responding to Plaintiffs' Paragraph 90, Defendant Essex reasserts and realleges its responses to Plaintiffs' Paragraphs 1 through 89 as if restated verbatim herein.

35. Upon information and belief, Plaintiffs' Paragraphs 91 through 98 are intended to relate to and/or are directed to a party or parties other than Defendant Essex, such that no response is required of Defendant Essex. To the extent the allegations contained in those Paragraphs may be interpreted to suggest or imply liability as to Defendant Essex, those allegations are denied

36. Any and all allegations contained in Plaintiffs' Amended Complaint which are not specifically admitted herein are denied.



WHEREFORE, having fully responded to the allegations contained in the Amended Complaint, Defendant Essex prays for judgment in its favor, for costs of defending this action to be cast upon Plaintiffs, and for any and all other relief as this Court may deem just and proper.

Respectfully submitted,

CARLOCK, COPELAND & STAIR, LLP

By: 

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**Counsel for Defendant Essex  
Engineering Corporation**

THE STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

LONG GROVE PROPERTY OWNERS'

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**CERTIFICATE OF SERVICE**

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 BROWN, ESSE QUAM VIDERI, LLC, ) )  
 FRANCIS TALBOT, JANE TALBOT, ) )  
 LONNIE D. CLAYTON, BARBARA C. ) )  
 CLAYTON, THOMAS WEBER, LINDA ) )  
 WEBER, GREG MARTIN, JAMES BAKER, ) )  
 BARBARA BAKER, TERRY MOSS, ) )  
 DEANNA MOSS, ZACH COLLINS, ) )  
 ALLISON M. COLLINS, ANN ELISH, HOLT ) )  
 ROBINSON, KIMBERLEE CRAVEN, JOHN ) )  
 CRAVEN, CONSTANCE LYDA, LUCILLE ) )  
 POCHABET, WILLIAM C. ORR, WILLIAM ) )  
 TREASURER, TOBI TREASURER, FRANCIS ) )  
 ROBERTS, KIMBERLY ROBERTS, WALT ) )  
 PANAGAKOS, JAMES BRENNAN, ) )  
 CHRISTIAN THOMSEN, MARY THOMSEN, ) )  
 MATTHEW PRESSLEY, SUSAN GEORGE, ) )  
 STUART A. KRAUSE, JAMES A. BROWN, ) )  
 PATRICIA D. BROWN, DAVID ANCHOR, ) )  
 STANLEY WISNESKI, VERONICA ) )  
 WISNESKI, SANDRA MADISON, ) )  
 HEADACRES, INC., GARY ALLEY, ) )  
 ANDREW BEARD, IRVIN FISHER, ADELE ) )  
 FISHER, ROBERT J. WIELDE, KAREN M. ) )  
 WIELDE, BRANDON CASEMENT, LEA ) )  
 CASEMENT, ROBERT HOUSE, JOHN B. ) )  
 THORNTON, AMANDA ROSEN, RENEE ) )

WARD, LARA GARDINER, PAMELA )  
 KINKEAD, JOEL DAURITY, JOYCE )  
 FREEMAN, ELIZABETH GOODMAN, )  
 STEPHANIE HORN, CHAD KURTZ, CINDY )  
 M. ROBERTS, TOM ROBERTS, GREG )  
 SPRENG, ILONA R. BANKUTY, MATTHEW )  
 PRESSLEY, CHRISTINA PRESSLEY, )  
 APRILE HIOTT, DONALD KELLY, )  
 YVONNE KELLY, RANDY DREW, DEBBY )  
 DREW, MITCH WITHERSPOON, JOEL )  
 NACHMAN, BARBARA NACHMAN, JANE )  
 BECKHAM, A&A WILSON, LLC, GEORGE )  
 M. TISDALE, MURRELL BURNETT, ERIC )  
 BRESNAHAN, BRYNN BRESNAHAN, ERIN )  
 NICOLE SCOTT, MELLISA LEVINSON, )  
 KATHERINE MCKINNEY, JULIA )  
 MCKINNEY, LAKE FOREST PROPERTIES, )  
 DAVID BEDARD, SANDY BEDARD, )  
 THOMAS R. BINFORD, DEBI BINFORD, )  
 STEPHAN KUGELMAN, JAMES NEVIN, )  
 KATHRYN NEVIN, VICTOR SUAREZ, )  
 EDWARD GREIMAN, EUNICE GREIMAN, )  
 NICOLE HINSKE, JOSEPH HINSKE, )  
 SHAHID HUSAIN, FORHDIBA HUSAIN, )  
 DAVID COLEY, JAN BEASLEY, TEDDIS )  
 BEASLEY, JOHN W. ADAMS, PATRICK )  
 MARR, BARTON CHUCK MARR, K&S )  
 VENTURES, PHILLIP GALLAGHER, )  
 ELIZABETH GALLAGHER, HAROLD )  
 ROUPE, JAN ROUPE, RONALD TUTEN, )  
 BRIAN K. JAMES, JULIE B. JAMES, KEVIN )  
 ISLER, DENNIS TAYLOR, JANET TAYLOR, )  
 FRED TROMBINO, SUSAN TROMBINO, )  
 LISA ROBERTS, RICK ROBERTS, STEVEN )  
 MOORE, MICHAEL W. FERGUSON, )  
 MADELEIN FERGUSON, DONNA FREYER, )  
 KENNETH WIDMAIER, DONNA )  
 WIDMAIER, EDWARD LONG, RHONDA )  
 HEWITT, CAROLINE WALTERS, CATHY )  
 A. SEMBOWER, JOHN ARMSTRONG, )  
 DOROTHEA ARMSTRONG, MARION )  
 HAJDUSEK, DANIEL LAMONICA, JAMIE )  
 POPE, SHERRILL HOLLAND, MADISON )  
 AUTHORITY, LLC, JOSEPH GASQUE, )  
 DIANA KOTLIKOFF, KIM HODAPP, )  
 JOSEPH HODAPP TRUST, CARVETH )

KRAMER, INA KRAMER, GEORGE	)
JESPERSEN, BARBARA JESPERSEN,	)
JANET HILTON, INDIVIDUALLY AND ON	)
BEHALF OF ALL OTHERS SIMILARLY	)
SITUATED,	)
	)
Plaintiffs,	)
	)
vs.	)
LONG GROVE VISTA, LLC A/K/A LONG	)
GROVE DEVELOPMENT, LLC, VISTA	)
REALTY PARTNERS, LLC, APEY QUALITY)	)
CONSTRUCTION, LLC, F/D/B/A VISTA	)
REALTY CONSTRUCTION, LLC. EDUARD	)
DE GUARDIOLA, INDIVIDUALLY, SAM	)
MAYO D/B/A SCM CONSTRUCTION, INC.,	)
ESSEX ENGINEERING CORPORATION,	)
PRO-EXTERMINATING, JAVIER RAMERO	)
D/B/A RAMERO'S CONTRACTING,	)
	)
Defendants.	)

I hereby certify that I have this day served a copy of the within and foregoing **Defendant Essex Engineering Corporation's Answer to Plaintiff's Amended Complaint** upon all parties to this matter by depositing a true copy of same in the U.S. Mail, proper postage prepaid, addressed to counsel of record as follows:

Frank E. Grimball, Esq.  
James E. Lady, Esq.  
Mullen Wylie, LLC  
171 Church Street, Suite 370  
Charleston, SC 29401  
**Counsel for Plaintiffs**

Jesse A. Kirchner, Esq.  
Thurmond Kirchner Timbes & Yelverton  
15 Middle Atlantic Wharf  
Charleston, SC 29401  
-and-  
L. Dean Best, Esq.  
Haynsworth Sinkler Boyd  
Post Office Box 340  
Charleston, SC 29402  
**Counsel for Long Grove Vista, LLC and  
Vista Realty Partners, LLC**

Morgan S. Templeton, Esq.  
Neil S. Haldrup, Esq.  
Wall Templeton, PA  
145 King Street, Suite 302  
Charleston, SC 29401  
**Counsel for Sam Mayo d/b/a SCM  
Construction, Inc.**

Bonum S. Wilson, Esq.  
Andrew L. Dinkelacker, Esq.  
Wilson & Heyward LLC  
P.O. Box 13177  
Charleston, SC 29422  
**Counsel for Romero Contracting**

Stephen M. Kozick, Esq.  
Kernodle Coleman  
P.O. Box 13897  
Charleston, SC 29422  
**Counsel for Pro Exterminating Contractors,  
Inc.**

This 18 day of February, 2019.

  
\_\_\_\_\_  
Miriam A. Peeler  
Legal Secretary to Kent T. Stair

LAW OFFICES

# CARLOCK, COPELAND & STAIR, LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

J. PATRICK NORRIS

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ATLANTA OFFICE

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Atlanta, Georgia 30303-1740  
(404) 522-8220

REPLY TO SC OFFICE

February 15, 2019

**VIA U.S. MAIL**

Julie J. Armstrong  
Charleston County Clerk of Court  
100 Broad Street, Suite 106  
Charleston, SC 29401

Re: Long Grove, *et al.* v. Essex Engineering Corporation, *et al.*  
Case No.: 2011-CP-10-08315  
CCS No.: 2621-39982

Dear Ms. Armstrong:

Enclosed for filing, please find Defendant Essex Engineering Corporation's Answer to Plaintiffs' Amended Complaint regarding the above-referenced matter. By copy of this correspondence, I am serving the same upon all counsel of record.

Should you have any questions or concerns, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

J. PATRICK NORRIS

JPN/map  
Enclosure

cc: All Counsel of Record (via U.S. mail & e-mail)