

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
Bryan Casey Williams,)
Plaintiff,)
v.)
Smith-Morris Company, LLC, Morris)
Square, LLC, The I'On Group, LLC f/k/a)
Civitas, LLC, I'On Group Realty, LLC,)
Chastain Construction, Inc., First Exteriors,)
LLC, Fort Roofing of Charleston, Inc., G&S)
Supply Company, Inc., Residential)
Construction Services, Inc., American)
Residential Services d/b/a ARS and)
John Doe Subcontractors 1-20,)
Defendants.)

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT
CIVIL CASE NO.: 2018-CP-10-5411

**CHASTAIN CONSTRUCTION, INC.
ANSWER TO SMITH-MORRIS
COMPANY, LLC'S CROSS-CLAIMS**

FILED
2019 MAY 30 PM 1:46
JULIE J. ARMSTRONG
CLERK OF COURT

**TO SMITH-MORRIS COMPANY, LLC AND ITS COUNSEL, DREW
HAMILTON BUTLER, ESQUIRE AND JOHN GUERRY, ESQUIRE:**

NOW COMES Defendant, Chastain Construction, Inc. ("Chastain") by and through its undersigned counsel, and, responding to the Cross-Claims of Co-Defendant Smith-Morris Company, LLC ("Smith Morris"), hereby alleges and states as follows:

1. Chastain denies each and every allegation not hereinafter specifically admitted.
2. Chastain is not required to respond to paragraphs 1 through 23 of Smith-Morris's Claims as those paragraphs constitute Smith-Morris's responses and/or affirmative defenses to Plaintiff's Complaint. To the extent those paragraphs allege errors, omissions or liability on behalf of Chastain, those paragraphs are denied.

**FURTHER ANSWERING AND RESPONDING TO
THE CROSS-CLAIMS OF SMITH-MORRIS**

3. In response to Paragraph 24, Chastain craves reference to the terms and conditions in its

contract with the developer/owner and or their agents and any change orders subject thereto and denies any allegations inconsistent therewith.

4. Paragraph 25 is admitted to the extent it alleges Chastain was the general contractor for the residential development. Further responding, Chastain admits only that it agreed to construct the building which is the subject of the lawsuit in accordance with the terms and conditions of its contract with the developer/owner and or their agents and any change orders subject thereto and denies any allegations inconsistent therewith.

5. The allegations set forth in paragraph 26 assert legal jurisdiction and does not require a response.

**FURTHER ANSWERING AND RESPONDING TO
THE CROSS-CLAIMS OF SMITH-MORRIS**

6. In response to Paragraphs 27 and 28, Chastain craves reference to the specific allegations by Plaintiff and denies any allegations set forth in the cross-claim that are inconsistent therewith.

7. The allegations set forth in paragraphs 29 and 30 are denied.

**FURTHER ANSWERING AND RESPONDING TO
THE CROSS-CLAIMS OF SMITH-MORRIS**

8. Responding to paragraph 31, Chastain incorporates all of its preceding responses as if set forth herein verbatim.

9. Responding to the allegations set forth in paragraph 32, Chastain admits only that it had those duties and obligations as precisely set forth in its contract or according to applicable law, and craves reference to the same and denies any allegations inconsistent therewith.

10. The allegations set forth in paragraphs 33 and 34 are denied.

**FURTHER ANSWERING AND RESPONDING TO
THE CROSS-CLAIMS OF SMITH-MORRIS**

11. Responding to paragraph 35, Chastain incorporates all of its preceding responses as if set

forth herein verbatim.

12. In response to paragraph 36, Chastain craves reference to the specific terms and conditions set forth in its contract and denies any allegations inconsistent therewith.

13. The allegations set forth in paragraphs 37 and 38 are denied.

**FURTHER ANSWERING AND RESPONDING TO
THE CROSS-CLAIMS OF SMITH-MORRIS**

14. Responding to paragraph 39, Chastain incorporates all of its preceding responses as if set forth herein verbatim.

15. Responding to the allegations set forth in paragraph 40, Chastain admits only that is provided those warranties as expressly stated in its contract or as implied by applicable law, and craves reference to such warranties and applicable law, and denies any allegations inconsistent therewith.

16. The allegations set forth in paragraphs 41 and 42 are denied.

**FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO**
(Statute of Limitations)

17. The claims against Chastain may be barred by the applicable Statute of Limitations.

**FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO**
(Laches)

18. The claims against Chastain may be barred by the doctrine of laches.

**FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO**
(Waiver/Estoppel/Unclean hands)

19. The claims against Chastain may be barred by the doctrines of waiver, estoppel and/or unclean hands.

FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Failure to State a Claim)

20. The claims against Chastain are barred because the Complaint fails to state facts sufficient to constitute a cause of action against Chastain.

FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Sole Negligence of Plaintiff)

21. The claims against Chastain are barred because the alleged damages suffered by the Plaintiff, which are specifically denied, were solely due to and caused by the negligence, carelessness, recklessness, willfulness and wantonness of the Plaintiff and/or their agents.

FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Sole Negligence of Others)

22. The claims against Chastain are barred because the alleged damages suffered by the Plaintiff, which are specifically denied by Chastain, were solely due to and caused by the negligence, carelessness, recklessness, willfulness, and wantonness of an entity or entities other than Chastain.

FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Comparative Negligence)

23. The claims against Chastain are barred or must be reduced because even if Chastain was negligent as alleged by the Plaintiff, which is specifically denied by Chastain, Chastain's negligence must be measured against the negligence of the Plaintiff and/or his agents in, among other things, failing to adequately maintain the Residence after completion.

FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Intervening/Superseding Cause)

24. The claims against Chastain are barred because even if Chastain was negligent as alleged by the Plaintiff, which is specifically denied by Chastain, the intervening and/or superseding negligence of an entity or entities other than Chastain was the direct and proximate cause of the damages allegedly suffered by the Plaintiff.

FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Failure to Mitigate)

25. The claims against Chastain are barred by the Plaintiff's failure to properly mitigate its damages.

FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Absence of Duty)

26. The claims against Chastain are barred because Chastain had no duty, contractual or otherwise, to perform in the manner demanded in the Complaint.

FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO
(Economic Loss Doctrine)

27. The claims against Chastain may be barred pursuant to the Economic Loss Doctrine in South Carolina.

FURTHER ANSWERING PLAINTIFF'S COMPLAINT
AND AS AN AFFIRMATIVE DEFENSE THERETO

28. Chastain pleads any and all remaining defenses under SCRCP 8(c) and reserves the right to assert and does not waive any additional or further defenses as may be revealed by additional information that may be acquired during discovery or otherwise.

WHEREFORE, having fully responded to the allegations of Smith Morris's Cross-Claims, Chastain prays that the same be dismissed, or in the alternative that the relief set forth in Chastain's Cross-Claims against Smith Morris be granted, and for such other and further relief that this Court deems just and proper.

ROBERTSON HOLLINGSWORTH MANOS & RAHN, LLC



Theodore L. Manos
550 King Street, Suite 300
Charleston, South Carolina
Phone: 843-723-6470
tln@roblaw.net

Attorney for Chastain Construction, Inc.

May 28, 2019
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
Bryan Casey Williams,)
Plaintiff,)
v.)
Smith-Morris Company, LLC et al.,)
Defendants.)

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT
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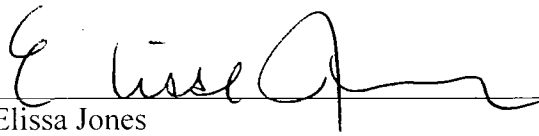
CERTIFICATE OF SERVICE

FILED
2019 MAY 30 PM 1:46
JULIE J. ARMSTRONG
CLERK OF COURT

I, Elissa Jones, the undersigned employee of Robertson Hollingsworth Manos & Rahn, LLC, do hereby certify that I have served ***Chastain Construction, Inc.'s Answer to Smith-Morris Company, LLC's Cross-Claims*** in the above-captioned matter by serving the same upon the following via U.S. Mail, postage prepaid and/or by electronic mail to:

Christopher P. Deters, Esquire Thurmond Kirchner & Timbes, PA 15 Middle Atlantic Wharf Charleston, SC 29401 chris@tktlawyers.com <i>Attorney for Plaintiff</i>	Jenny C. Honeycutt, Esquire Best Honeycutt, PA 102 Wappoo Creek Drive, Suite 102 Charleston, SC 29412 jenny@besthoneycutt.com <i>Attorney for Residential Construction Services, Inc.</i>
Drew Hamilton Butler, Esquire John Guerry, Esquire Richardson Plowden & Robinson, PA 235 McGrath Darby Boulevard, Suite 100 Mt. Pleasant, SC 29464 dbutler@richardsonplowden.com jguerry@richardsonplowden.com <i>Attorneys for The I'On Group, LLC f/k/a Civitas, LLC, Smith-Morris Company, LLC and I'On Group Realty, LLC</i>	Kevin W. Mims, Esquire Timothy C. Dargan, Esquire J. Barnwell Fishburne, Jr., Esquire Luzuriaga Mims, LLP 50 Immigration Street, Suite 200 Charleston, SC 29403 kmims@lmlawllp.com tdargan@lmlawllp.com bfishburne@lmlawllp.com <i>Co-counsel with Drew Butler and John Guerry for The I'On Group, LLC f/k/a Civitas, LLC</i>
James H. Elliott, Jr., Esquire F. Heyward Grimball, Esquire Richardson Plowden & Robinson, PA 235 McGrath Darby Boulevard, Suite 100 Mt. Pleasant, SC 29464 jelliott@richardsonplowden.com fhgrimball@richardsonplowden.com <i>Attorneys for First Exteriors, LLC</i>	F. Cordes Ford, IV, Esquire Dana W. Lang, Esquire Womble Carlisle Dickinson (US), LLP 5 Exchange Street Charleston, SC 29401 Cordes.ford@wbd-us.com ; Dana.lang@wbd-us.com <i>Attorneys for American Residential Services, LLC d/b/a ARS Service Express</i>

Jeffrey A. Ross, Esquire Philip P. Cristaldi, III, Esquire 1100 Queensborough Boulevard, Suite 201 Mt. Pleasant, SC 29464 jross@rcaalaw.com pcristaldi@rcaalaw.com <i>Attorneys for G&S Supply Company, Inc.</i>	
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Elissa Jones

May 28, 2019
Charleston, South Carolina

**ROBERTSON HOLLINGSWORTH
MANOS & RAHN, LLC**

ATTORNEYS AT LAW
550 King Street, Suite 300
Charleston, South Carolina 29403
(843) 723-6470 • Fax (843) 853-9045
www.roblaw.net

Dunn D. Hollingsworth
Theodore L. Manos
Paul R. Rahn
Michael E. Wright
Jillian S. Barton
Rachel Igdal

May 28, 2019

Clerk of Court
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2258

RE: Bryan Casey Williams v. Smith-Morris Company, LLC, et al.
Case No.: 2018-CP-10-5411

Dear Clerk:

Please find the original and one (1) copy of Chastain Construction, Inc.'s Answer to Smith-Morris Company, LLC's Cross-Claims in the above-referenced matter. Please file the original and return a file-stamped copy to me in the self-addressed, pre-paid postage envelope also enclosed herein. By copy of this letter I am serving the same upon all counsel of record.

Feel free to contact our office should you have any questions. Thank you very much for your attention to this matter.

Sincerely,



Elissa Jones
Legal Assistant to Theodore L. Manos

TLM/ej
Enclosures

cc w/enclosure: All counsel of Record