

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF EDGEFIELD	)	
	)	
Maddie Holloway,	)	Civil Action No.: 2018-CP-19-00207
	)	
Plaintiff,	)	
	)	
vs.	)	AMENDED SUMMONS
	)	
Greg Scoggins, Scott Mims, Carolina Design,	)	
Edgefield Asphalt & Concrete Company,	)	
LLC,	)	
	)	
Defendants.	)	

TO: THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the COMPLAINT in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber, at their office located at 1201 Main Street, Suite 1800, Columbia, South Carolina 29201, within thirty (30) days after the service thereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

FINKEL LAW FIRM LLC
1201 Main Street, Suite 1800
Post Office Box 1799
Columbia, South Carolina 29202
Phone: (803) 765-2935

s/Kelley R. Leddy
Charles A. Krawczyk (SC Bar # 16832)
Kelley R. Leddy (SC Bar # 103257)
Attorneys for Plaintiff

Columbia, South Carolina
October 4, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF EDGEFIELD	)	OF THE ELEVENTH JUDICIAL CIRCUIT
	)	
Maddie Holloway,	)	
	)	Civil Action No.: 2018-CP-19-00207
Plaintiff,	)	
	)	
vs.	)	AMENDED COMPLAINT
	)	(Jury Trial Demanded)
Greg Scoggins, Scott Mims, Carolina Design,	)	
Edgefield Asphalt & Concrete Company,	)	
LLC,	)	
	)	
Defendants.	)	

Plaintiffs, by and through their undersigned counsel, would respectfully allege as follows:

PARTIES AND JURISDICTION

- 1) Plaintiffs Maddie Holloway (hereinafter referred to as the “Plaintiff”) is a citizen and resident of the State of South Carolina, County of Edgefield.
- 2) Plaintiff owns a residence located at 14 Bush Lane, Edgefield, South Carolina 29824 (hereinafter, the “Residence”).
- 3) Upon information and belief, Defendant Greg Scoggins (hereinafter “Defendant Scoggins”) is a general contractor licensed in the State of South Carolina, and doing business in Edgefield County, South Carolina.
- 4) Upon information and belief, Defendant Scoggins held himself out to be a licensed contractor and qualified to restore a single family residence from fire and water damage in the State of South Carolina at all times relevant to this action.
- 5) Upon information and belief, Defendant Scott Mims (hereinafter “Defendant Mims”) is a citizen and resident of South Carolina who performed construction work on

Plaintiff's Residence in Edgefield County.

6) Upon information and belief, Defendant Carolina Design is a company operating and doing business in South Carolina.

7) Upon information and belief, Defendant Edgefield Asphalt & Concrete Company, LLC, is a domestic limited liability company doing business in Edgefield, South Carolina, owned and operated by Defendant Scott Mims.

8) This Court has personal jurisdiction over the parties and venue for this action is proper in Edgefield County, South Carolina.

FACTUAL BACKGROUND

9) Due to a faulty branch circuit Plaintiff's home caught on fire in August of 2014. As a result of this fire, Plaintiff's home had severe water and fire damage.

10) Upon information and belief, Plaintiff promptly reported the fire and water damage to her insurance company, Traveler's Insurance.

11) Upon information and belief, Defendant Mims contacted Plaintiff and represented himself to be sent by Traveler's Insurance, to evaluate the restoration of Plaintiff's Home.

12) There were no repairs made on the home, which was heavily damaged and exposed to the elements, until October 10, 2014, which was 45 days of exposure.

13) On October 10, 2014, Plaintiff wrote a check in the amount of \$25,067.19 to Defendant Mims to presumably secure the building permit and to perform the necessary demolition of the Residence.

14) Upon information and belief, on October 16, 2014, the Edgefield County Building and Planning Department issued permit number 2014433 to Defendant Scoggins' company,

Defendant Carolina Design, with Defendant Scoggins' general contractor license number, 108618, to begin restoration of Plaintiff's Residence.

15) The contractor of record for Plaintiff's Residence repairs was listed with the Edgefield County Building and Planning Department as Greg Scoggins, South Carolina General Contractor License 108618.

16) Upon information and belief, Defendant Scoggins paid for the building permit.

17) Upon information and belief, on November 24, 2014, Defendant Mims directed Plaintiff to write two checks: one payable to him personally in the amount of \$40,000.00; and another check payable in the amount of \$21,215.27 payable to "Allstar." Plaintiff wrote both check and upon information and belief, both checks were cashed by Defendant Mims.

18) On January 6, 2015, Defendant Mims directed Plaintiff to write another check payable to him personally for \$2,958.17 for appliances. Plaintiff wrote the check and, upon information and belief, Defendant Mims cashed the check.

19) On February 9, 2015, Defendant Mims directed Plaintiff to write a check payable to "Allstar" in the amount of \$37,320.56. Plaintiff wrote the check and, upon information and belief, Defendant Mims cashed the check.

20) On April 13, 2015, Defendant Mims directed Plaintiff to write a check payable to "Allstar" in the amount of \$4,861.01. Plaintiff wrote the check and, upon information and belief, Defendant Mims cashed the check.

21) In total, at the direction of Defendant Mims, Plaintiff wrote checks and gave them to Defendant Mims in the amount of \$131,422.22.

22) The work that was performed by Defendants on Plaintiff's Residence failed to

comply with applicable building codes, manufacturers specifications, and industry standards, including, but not limited to the following:

- (i) Failure to replace the floor foundation;
- (ii) Failure to slope and install moisture barrier in crawl space;
- (iii) Failure to properly install electric panel;
- (iv) Failure to properly install roof;
- (v) Failure to properly install appliances;
- (vi) Failure to properly install chimney; and
- (vii) Failure to properly install interior doors.

23) Furthermore, upon information and belief, Defendants overcharged Plaintiff for the materials that they did install in her home, including, but not limited to, the materials used for flooring and kitchen cabinets in Plaintiff's Residence.

24) Upon information and belief, Plaintiff's Residence will need to be reconstructed and repaired to fix the damage caused by Defendants construction on the home.

25) Plaintiffs afforded Defendant Scoggins had the opportunity to cure these defects in a correspondence dated June 14, 2018.

26) Upon information and belief, Defendant has a duty to construct and to inspect the subject Property to ensure that the reconstruction was in accordance with applicable building codes, industry standards, customary building practices, and suitable for the construction of a single-family residence.

27) Upon information and belief, Defendant Scoggins hired and/or subcontracted to Defendant Edgefield Asphalt & Concrete Company, LLC, and Defendant Mims to perform

work on Plaintiff's Residence.

28) Upon information and belief, Defendant Scoggins assumed a duty to properly supervise all employees, agents, and/or subcontractors hired to do work on Plaintiff's Residence, to ensure that the work was completed, with due care, and in accordance with applicable industry standards and building codes.

29) Upon information and belief, Defendant Mims assumed a duty to complete all work on Plaintiff's Residence with due care, and in accordance with applicable industry standards and building codes.

30) Upon information and belief, Defendant Carolina Design and Defendant Edgefield Asphalt & Concrete Company, LLC are companies that performed work on Plaintiff's Residence and assumed a duty to complete all work on Plaintiff's Residence with due care, and in accordance with applicable industry standards and building codes.

31) Upon information and belief, Defendant Carolina Design and Defendant Edgefield Asphalt & Concrete Company, LLC are companies that performed work on Plaintiff's Residence and are responsible for the conduct of their employees and/or agents under *respondeat superior*.

FOR A FIRST CAUSE OF ACTION
(Negligence, Negligence Per Se & Negligent Supervision)

32) The foregoing paragraphs are realleged as if fully set forth herein verbatim.

33) Defendants assumed the duties to Plaintiff as outlined above.

34) Defendants failed to perform those duties with due care.

35) Defendants were negligent, grossly negligent, reckless, willful and wanton in breaching these duties.

36) As a direct and proximate result of these breaches of duties, Plaintiff has suffered damages including, but not limited to:

- (a) The actual costs as incurred to inspect the Residence and repair the damage caused;
- (b) Loss of use of the Residence;
- (c) Attorney's fees and costs; and
- (d) Any and all other costs which Plaintiff may prove at trial.

FOR A SECOND CAUSE OF ACTION
(Breach of Express Warranties)

37) The foregoing paragraphs are realleged as if fully set forth herein verbatim.

38) Defendants made express warranties concerning the quality of the construction of the Residence in particular and in general, including but not limited to the warranty that the Residence was reconstructed in compliance with all laws, regulations, codes and ordinances applicable to the construction of a single-family residence in South Carolina.

39) That Defendants did in fact breach said warranties as alleged herein and have failed to properly remedy or address the breach.

40) That as a direct and proximate result of the breach of the express warranties, the Plaintiff has suffered damages including but not limited to the complete loss of value in her home, the costs of repair and/or demolition of the Residence, loss of use, and all other damages sought herein, all of which have been proximately caused by Defendants.

FOR A THIRD CAUSE OF ACTION
(Breach of Implied Warranty of Habitability)

41) The foregoing paragraphs are realleged as if fully set forth herein verbatim.

42) When Defendants reconstructed the Residence, there arose an implied warranty that the Residence would be fit for its intended use which is that the Residence is fit for Plaintiff to live in.

43) Defendants, however, defectively reconstructed the Residence and now it is unfit for habitation and must be repaired and/or demolished and reconstructed.

44) Said actions constitute a breach of the implied warranty of habitability.

45) As a result, Plaintiff suffered damages including but not limited to the complete loss of value in her home, the costs of repair and/or demolition of the Residence, loss of use, and all other damages sought herein all of which have been proximately caused by Defendants.

FOR A FOURTH CAUSE OF ACTION
(Breach of Implied Warranty of Workmanlike Service)

46) The foregoing paragraphs are realleged as if fully set forth herein verbatim.

47) When the above Defendants began construction and/or repairs on the Residence, there arose an implied warranty that the work undertaken would be performed in a careful, diligent, workmanlike manner.

48) The Defendants however, defectively and without due care improperly performed construction work on the Residence, so that it must now be repaired and/or demolished and reconstructed.

49) The ultimate effect of Defendants' actions, or lack thereof, was that Plaintiff's Residence suffered a great loss in value and was negligently repaired so thereby making it an unsuitable environment in which to live.

50) Defendants' actions constitute a breach of the implied warranty of workmanlike

service.

51) As a result, Plaintiff has suffered damages including but not limited to the complete loss of value in her Residence, the costs of repair and/or demolition of the Residence, loss of use, and all other damages sought herein all of which have been proximately caused by Defendants.

FOR A FIFTH CAUSE OF ACTION
(Unfair and Deceptive Trade Practices)

52) The foregoing paragraphs are realleged fully as if set forth herein verbatim.

53) The Defendants' conduct constitutes unfair and deceptive trade practices and is a violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, *et seq.*

54) The Defendants' conduct was willful.

55) The Defendants' conduct is capable of repetition, and, upon information and belief, has been repeated.

56) The Defendants' conduct affects the public interest.

57) The Defendant knew or should have known that their actions constituted unfair and deceptive trade practices.

58) As a direct, foreseeable, and proximate result of the Defendants' unfair and deceptive trade practices, the Plaintiff has suffered an ascertainable loss of money and property.

59) The Plaintiff is entitled to recover her actual damages, which amount should be trebled, together with interest and attorney's fees.

FOR A SIXTH CAUSE OF ACTION
(Constructive Fraud, Fraud and Misrepresentation)

60) The foregoing paragraphs are realleged fully as if set forth herein verbatim.

61) Defendants made material misrepresentations to Plaintiff about their identity and professional qualifications for the purpose of securing monies from her to perform construction work on her Residence.

62) Furthermore, upon information and belief, Defendants overcharged Plaintiff for the materials that they did install in her home, including, but not limited to, the materials used for flooring and kitchen cabinets in Plaintiff's Residence.

63) Plaintiff's decision to enter into a contract with Defendants was strongly influenced by Defendants holding themselves out to be licensed builders sent from Plaintiff's insurance company.

64) Plaintiff's decision to pay Defendants according to their representations was strongly influenced by Defendant's representations that they would install the proper materials in her Residence.

65) Upon information and belief, Defendants knew that their representations to Plaintiff were untrue; for example, Defendants knew they were not sent by Plaintiff's insurance company and that the Plaintiff knew that they were going to use materials that were not of the quality and kind which they represented they would use and for which she was charged.

66) Plaintiff relied on Defendants to represent themselves accurately to Plaintiff and represent the cost of materials properly to Plaintiff.

67) Upon information and belief, Defendants intended for Plaintiff to believe their misrepresentations, including the cost of materials and that they were sent from her insurance

company, so as to induce Plaintiff to enter into contract with Defendants.

68) Plaintiff did not know that Defendants were misrepresenting their identity, professional qualifications, and costs of material when she entered into a contract with Defendant.

69) The Plaintiff is entitled to recover damages, which amount should be trebled, together with interest and attorney's fees.

RELIEF REQUESTED

Wherefore, Plaintiff prays the Court to hold Defendants liable for the conduct complained of herein, to enter judgment against Defendants and in favor of Plaintiff, and to award the following relief:

- A. Awarding all actual and consequential damages against the Defendants in an amount to be shown at trial;
- B. For treble actual damages against the Defendants pursuant to applicable law;
- C. For punitive damages in an amount to be determined by the trier of fact;
- D. For all attorney's fees and costs associated with investigating and prosecuting this action;
- E. For all other relief this Honorable Court deems just and proper.

Signature On Following Page

Respectfully Submitted.

FINKEL LAW FIRM LLC
1201 Main Street, Suite 1800
Post Office Box 1799
Columbia, South Carolina 29202
Phone: (803) 765-2935

s/ Kelley R. Leddy
Charles A. Krawczyk (SC Bar # 16832)
Kelley R. Leddy (SC Bar # 103257)
Attorneys for Plaintiff

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