

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
Aiken County,)
Plaintiff,)
v.)
Quality Plus Services, Inc., and River)
North Homeowners Association,)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS

Civil Action Number: 2023-CP-02-_____

SUMMONS

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer to this Complaint on the subscriber at the address listed below within thirty (30) days after service hereof, exclusive of the day of 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.

DAVIDSON & WREN, P.A.

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ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina
July 6, 2023

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN	)	
	)	Civil Action Number: 2023-CP-02-_____
Aiken County,	)	
	)	
Plaintiff,	)	
	)	COMPLAINT
v.	)	
	)	(Jury Trial Demanded)
Quality Plus Services, Inc., and River	)	
North Homeowners Association,	)	
	)	
Defendants.	)	
	)	
	)	

Plaintiff, by and through the undersigned counsel, complaining of Defendants herein, would allege and respectfully show unto the Court as follows:

1. Plaintiff Aiken County (“Plaintiff”) is a political subdivision of the State of South Carolina, located in Aiken County, South Carolina.
2. Upon information and belief, Defendant Quality Plus Services, Inc. (“Defendant Quality Plus”) is a Virginia corporation engaged in the business of construction services, and at all times material operating and doing business in Aiken County, South Carolina.
3. Upon information and belief, Defendant River North Homeowners Association (“Defendant River North HOA”) is a South Carolina nonprofit corporation organized on behalf of residential property owners, located in Aiken County, South Carolina.
4. The events alleged herein occurred in Aiken County, South Carolina, and jurisdiction and venue are proper in this Court.

5. In its capacity as a governmental entity and political subdivision of the State of South Carolina, Plaintiff provides various public services for residents of Aiken County, including the operation of public utilities such as wastewater treatment and sanitary sewer service.

6. On July 6, 2020, a main sanitary sewer line owned and operated by Plaintiff, specifically the Aiken County Public Service Authority (“PSA” and/or “ACPSA”), was severely damaged due to heavy construction equipment driving over the sewer line. As a result, the main sanitary sewer line, which carries approximately five (5) million gallons of wastewater per day, was punctured and required immediate repairs.

7. The subject sanitary sewer line is located in North Augusta, South Carolina, in the vicinity of the River North subdivision, and within an easement maintained by Plaintiff. The main sewer line carries sewage from the western and northern portions of Aiken County, South Carolina, to Plaintiff’s wastewater treatment facility, and runs parallel to the Savannah River.

8. Plaintiff was notified of the July 6, 2020, incident and damage to the main sanitary sewer line on the same date by an employee and/or agent of Defendant Quality Plus, who advised that the damage was caused by a front-end loader driving over the sewer line while engaged on a construction project for and/or with representatives on behalf of Defendant River North HOA.

9. The South Carolina Department of Health and Environmental Control (“SCDHEC”) performed an inspection of the incident location on the same date, July 6, 2020, and advised Plaintiff that emergency repairs to the damaged sewer line had to be performed as soon as possible due to concerns of effluent contaminating the Savannah River.

10. Thereafter, Plaintiff contacted and engaged a third-party contractor that was qualified and familiar with the requisite services to begin repairs of the damaged sewer line immediately.

11. Due to heavy rainfall on July 7, 2020, repairs to the damaged sewer line were delayed and additional expenses were necessarily incurred to prevent potential overflow to the adjacent Savannah River in close proximity. Notwithstanding, the repairs to the damaged sewer line were properly completed on the morning of July 8, 2020, to the expense of Plaintiff in the amount of \$120,495.00.

12. At no time was Plaintiff contacted by Defendants prior to the incident on July 6, 2020, regarding the scope of work for any construction activities or to determine the presence of any utility lines near the incident location prior to construction activities.

13. Defendant Quality Plus and Defendant River North HOA, jointly and severally, owed Plaintiff a duty to exercise due care in any construction activities undertaken on their behalf, and to not damage utilities owned and operated by Plaintiff for the benefit of the public.

14. Defendant Quality Plus and Defendant River North HOA, jointly and severally, were negligent and breached this duty of care to Plaintiff in one or more of the following ways:

- (a) In failing to exercise due care in undertaking construction activities;
- (b) In failing to exercise the degree of care which a reasonable and prudent person would have exercised under the same or similar circumstances;
- (c) In failing to oversee, supervise, or train their employees and agents to ensure they were conducting projects in accordance with the applicable statutes, ordinances, rules, regulations, and industry standards;
- (d) In failing to take adequate precautions to avoid damage to the property of others;

- (e) In failing to contact Plaintiff regarding the scope of work for any construction activities or to determine the presence of any utility lines prior to construction activities;
- (f) In failing to otherwise exercise due care with respect to the matters alleged in this Complaint; and
- (g) In such other and further ways as the evidence may show.

15. As a direct and proximate result of Defendants' negligence, Plaintiff has incurred substantial expenses and actual damages for costs incurred in repairing the damaged sewer line, as well as associated expenses and costs incurred therewith.

16. As a further result of Defendants' negligence, which proximately caused the injuries and damages to Plaintiff, Plaintiff is entitled to judgment for actual, consequential, and punitive damages in an amount to be determined by a jury in accordance with the law and evidence in this case.

17. Employees, agents, and/or representatives of both Defendant Quality Plus and Defendant River North HOA initially acknowledged responsibility for the July 6, 2020, incident and the resulting damage to the main sanitary sewer line, or otherwise agreed to compensate Plaintiff for the repair expenses incurred. However, neither Defendant has remitted any such compensation or reimbursement to Plaintiff prior to the filing of this action.

WHEREFORE, Plaintiff prays for judgment against Defendants for all recoverable damages, including actual damages, consequential damages, and punitive damages, in an amount to be determined by a jury at the trial of this action; for the costs of this action, pre-judgment interest, and for attorney's fees expended in the prosecution of this action; and for such other relief as this Court may deem just and proper.

[Signature page to follow]

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