

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
  
FIFTEENTH JUDICIAL CIRCUIT

Claudius E. Watts, IV; CLT-Buck, LLC; )  
Melesa E. Watts; PG Preservation, LLC, )  
 )  
Plaintiffs, )

CASE NO. 2022-CP-\_\_\_\_\_

**SUMMONS**

**JURY TRIAL DEMANDED**

vs. )  
 )

Town of Pawleys Island; Coastal Science & )  
Engineering, Inc.; Marinex Construction )  
Company Inc.; South Carolina Department of )  
Health & Environmental Control; and South )  
Carolina Department of Parks, Recreation and )  
Tourism, )  
 )  
Defendants. )

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 the said Complaint upon the subscribers at 151 Meeting Street, Suite 600, Charleston, SC, 29401, within thirty (30) days after service hereof, 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.

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Charleston, South Carolina  
May 26, 2022

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   )  
 COUNTY OF GEORGETOWN     )

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**COMPLAINT**

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vs.     )

Town of Pawleys Island; Coastal Science &     )  
 Engineering, Inc.; Marinex Construction     )  
 Company Inc.; South Carolina Department of     )  
 Health & Environmental Control; and South     )  
 Carolina Department of Parks, Recreation and     )  
 Tourism,     )

Defendants.     )

The Plaintiffs above-named ("Plaintiffs"), complaining of the Defendants herein ("Defendants"), would respectfully show as follows:

**INTRODUCTION**

This matter involves rapidly accelerating erosion caused by the Defendants' beach renourishment project on Pawleys Island, which is quickly washing away the Plaintiffs' Properties (as defined below). CLT-Buck, LLC, by and through its sole member, Claudius E. Watts, IV, and his wife, Melesa E. Watts (collectively, the "Watts"), own Lot 19, the home on Lot 19, and Lot 20 in the Prince George Community on the Atlantic Ocean in Georgetown County (the "Watts' Property"). Lot 20 is the northernmost residential lot on Prince George, which lies just south of Pawleys Island across Pawleys Island Inlet. In addition to the Watts' Property, Claudius E. Watts, IV also is the sole member of PG Preservation, LLC, which owns approximately 1,065 acres nearby stretching from the ocean and Pawleys Creek to Highway 17 (the "PG Preservation Property" and, jointly with the Watts' Property, the "Plaintiffs' Properties").

Pursuant to a beach renourishment permit approved by the South Carolina Department of Health & Environmental Control (“SCDHEC”) and issued to the Town of Pawleys Island (the “Town”), the Town and the South Carolina Department of Parks, Recreation and Tourism (“SCDPRT”) completed a massive beach renourishment project on the southern end of Pawleys Island in 2020. The Town hired the engineering firm Coastal Science & Engineering, Inc. (“CSE”) and the general contractor Marinex Construction Company Inc. (“Marinex”) to perform the beach renourishment project.

The beach renourishment project placed more than 1 million cubic yards of sand on the Pawleys Island beach. Approximately half of this sand was placed along the southern shoreline of Pawleys Island.

Since completion of the project in 2020, littoral drift has moved an enormous amount of this new sand toward Pawleys Island Inlet, where the creek and marsh system tidal waters drain from behind Pawleys Island into the ocean. This process is causing the inlet to rapidly migrate south and to erode the northern end of Prince George. Just in the past year since April of 2021, the inlet has moved nearly 300 feet south and lies well south of its historic location. During the same time period, Prince George lost more than 5 acres of dry beach and vegetated dune to erosion. The erosion caused by the beach renourishment project has already resulted in Plaintiffs’ loss of a significant amount of property and severely diminished the value of the property that has not yet washed away.

The impact on Prince George of the beach renourishment project should come as no surprise to Defendants. CSE prepared a report in 2010 in which the firm expressly warned that a significant beach renourishment project on Pawleys Island would cause the inlet to migrate south and encroach on Prince George. CSE’s 2010 report specifically recommended that a plan be

developed in connection with any significant renourishment project on Pawleys Island to control the position of the inlet to prevent this outcome. Although Defendants were aware that a beach renourishment project of this scale would accelerate southerly migration of Pawleys Island Inlet, Defendants developed no plan to manage the location of the inlet or mitigate erosion impacts from the project on Prince George. Defendants' conduct has resulted in irreparable and ongoing damage to Plaintiffs as detailed below.

### **PARTIES**

1. Claudius E. Watts ("Bud Watts") is an individual and co-owner of Lot 19 in the Prince George Community. Bud Watts is also the sole member of CLT-Buck, LLC, which is the owner of Lot 20, Prince George Community.

2. Melesa E. Watts ("Melesa Watts") is an individual and co-owner of Lot 19.

3. In addition to the Watts' Property, Bud Watts also owns PG Preservation, LLC, which owns the PG Preservation Property. PG Preservation, LLC is a limited liability company organized under the laws of the State of South Carolina.

4. The Town of Pawleys Island is a municipality located in Georgetown County, South Carolina.

5. CSE is an coastal science and engineering firm incorporated and doing business in the State of South Carolina.

6. Marinex is a general contracting firm incorporated and doing business in the State of South Carolina.

7. SCDHEC is an agency of the State of South Carolina. The Office of Coastal Management Resources ("OCRM") is a division of SCDHEC.

8. SCDPRT is an agency of the State of South Carolina.

### **JURISDICTION AND VENUE**

9. This Court has jurisdiction over the parties, and the subject matter of the Complaint occurred entirely within the State of South Carolina.

10. Venue is proper in this Court pursuant to S.C. Code § 15-7-30.

### **FACTUAL BACKGROUND**

11. The Prince George Community ("Prince George") is an oceanfront residential community in Georgetown County that lies just south of Pawleys Island.

12. Prince George includes 21 oceanfront lots, most of which are developed with single family homes. Lot 20 is the first residential lot at the northern end of Prince George and is undeveloped. The Watts' home sits on Lot 19. All of the homes in Price George are sufficiently set back from the shoreline and OCRM jurisdictional lines, and a large, decades-old dune field separates the homes from the ocean.

13. The PG Preservation Property is approximately 1,065 acres adjacent to the Prince George neighborhood (to the north) stretching from the Atlantic Ocean and Pawleys Creek to Highway 17 and is adjacent to the north of Lot 20. Bud Watts placed the PG Preservation Property under a conservation easement in 2020, which protects this vast tract from future commercial development in perpetuity.

14. Pawleys Island Inlet (the "Inlet") flows between the southern end of Pawleys Island and the northern end of Prince George. Pawleys Creek and marsh system tidal waters drain from behind Pawleys Island through the Inlet and into the Atlantic Ocean.

15. As sand from the Pawleys Island beach erodes, littoral drift moves the sand and sediment south toward the Inlet. The sand eroded from the beach accumulates on the spit at the southern end of the island, building it up and forcing the Inlet south.

16. Pursuant to a beach renourishment permit approved and issued by SCDHEC to the Town in March of 2018, as amended, construction began on or about October 10, 2019, on a massive beach renourishment project on Pawleys Island, which was completed in early 2020.

17. The project was funded jointly by the Town and SCDPRT.

18. The Town hired the engineering firm CSE, which assisted the Town in obtaining and implementing the permit for the beach renourishment project, designed and oversaw the performance of the project, and is monitoring the project annually.

19. The Town also hired Marinex to serve as general contractor for the project.

20. Plaintiffs received no notice from Defendants or any regulatory agencies ahead of the permitting process for the beach renourishment project.

21. As part of the beach renourishment project, approximately 1.1 million cubic yards of new sand, which is roughly equivalent to 73,000 dump truck loads of sand, was placed on the Pawleys Island beach shoreline. More than half of this sand was placed on the southernmost one third of the project area, which lies closest to the Inlet and to Prince George. In this area, more than 128 cubic yards of sand per linear foot of beach was added (or approximately 8.5 dump truck loads per linear foot).

22. CSE issued a report in 2010 in which the firm expressly warned that a significant beach renourishment project on Pawleys Island would cause the Inlet to migrate south and encroach on Prince George. CSE's report specifically recommended that an Inlet management plan should be developed to control the position of the Inlet to prevent this outcome.

23. Although Defendants were aware that a beach renourishment project of this scale would accelerate southerly migration of the Inlet, Defendants developed no plans for management of the Inlet location or mitigation of erosion impacts from the project on Prince George.

24. In approving the renourishment project without any provision for management of the Inlet location or mitigation of erosion impacts on Prince George, DHEC violated South Carolina law and its own Coastal Zone Management Policies.

25. As explained in the attached Preliminary Report of Frances Way attached hereto as **Exhibit A**, since the renourishment project was completed in 2020, erosion of the beach and littoral drift have moved massive amounts of sand toward the southern spit, causing the Inlet to rapidly migrate south, which in turn is causing extreme erosion and dune loss and scarping along the Prince George shoreline.

26. The rate of Inlet migration has rapidly accelerated over the past year. Between April 2021 and early 2022, less than a year, the Inlet moved nearly 300 feet south, which is much faster than the normal migration rates of approximately 18 to 40 feet per year, and the Inlet is now well south of the historic inlet corridor.

27. The southern migration of the Inlet has already eroded much of the northern tip of Prince George. Over just the past year, Prince George lost more than 5 acres of dry beach and vegetated dune. This erosion has resulted in Plaintiffs' loss of a significant amount of the PG Preservation Property, washing away huge, decades-old dunes, destroying decades-old live oak trees landward of the dunes, and washing away previously high ground behind the dunes. This severe erosion continues at an unprecedented rate.

28. Much of the high ground lost and under imminent threat on the PG Preservation Property contains environmentally sensitive maritime forest, featuring decades old live oaks. The Watts placed this area under a conservation easement in 2020 specifically to ensure that it would be protected in perpetuity. Instead, portions of this environmentally sensitive area have now been washed away while the remainder faces imminent threat of destruction.



29. The extreme erosion caused by the beach renourishment project also presents an imminent threat to the Watts' Property, the value of which has already been diminished by millions of dollars, and much of which will be forever lost to the Inlet. Lot 20 has and continues to lose sand along the eastern and northern property line along the beach.

30. Because of this accelerated erosion, SCDHEC agreed that an erosion control project on PG Preservation Property was required to protect Beach Bridge Road, the only road connecting Prince George to the mainland (the "Road Revetment Project"). Bud Watts funded the majority of the costs of the Road Revetment Project. SCDHEC's Office of Coastal Resource Management ("OCRM") certified the Road Revetment Project as consistent with the applicable Coastal Zone Management Policies.

31. Thus, SCDHEC and OCRM have already acknowledged the seriousness of the Inlet migration and that it will encroach into Prince George and destroy property and infrastructure in that community, including the Plaintiffs' Properties.

32. To attempt to preserve their property, the Watts recently constructed and buried an underground bulkhead and revetment within the north and east boundaries of Lot 20, and inside the then existing primary dune. The buried structure was intended to protect the Watts Property from the southward migration of the Inlet (the "Watts' Lot 20 Revetment Project").

33. Since completion of the Watts' Lot 20 Revetment Project on March 18, 2022, however, the erosion caused by accelerated migration of the Inlet has proven to be even more severe than originally anticipated, as it has already reached the revetment, exposed much of the previously buried bulkhead structure, and threatens to overwhelm it and wash away even more of the Plaintiffs' Properties.

**FOR A FIRST CAUSE OF ACTION**  
**(Mandatory Injunction – All Defendants)**

34. The allegations set forth in the preceding paragraphs are incorporated as if fully restated herein.

35. SCDHEC approved and permitted the Pawleys Island beach renourishment project, and the remaining Defendants undertook and constructed the project despite knowing and/or having substantial reason to know that the project sand would flow with the littoral drift to build up the spit and cause the extreme accelerated southerly migration of the Inlet, which in turn would result in unprecedented accelerated erosion to Prince George.

36. CSE issued a report in 2010 in which it expressly warned that a significant beach renourishment project on Pawleys Island would cause the Inlet to migrate south and encroach on Prince George. CSE's report specifically recommended that an Inlet management plan should be developed in connection with any such renourishment project to manage the position of the Inlet and to prevent this outcome.

37. Defendants failed to require, develop, and implement plans for management or mitigation of the beach renourishment project's accelerated erosion impacts to Prince George. This failure violated industry standards, SCDHEC's own Coastal Zone Management Policies, and the regulations, laws and common law of the State of South Carolina.

38. As a result of Defendants' actions and omissions, the beach renourishment project has caused and is causing extreme and severe accelerated erosion to the Plaintiffs' Properties and threatens to wash away Plaintiffs' Properties entirely.

39. Moreover, Defendants' beach renourishment project has resulted in complete loss of the primary dunes at the Plaintiffs' Properties that provide the principal protection against storm surge. These lost dunes have afforded Plaintiffs decades of protection against numerous storms

and hurricanes. Because these dunes have been wiped away due to the project, Plaintiffs now face the imminent threat of further damage to Plaintiffs' Properties from a storm surge event.

40. In addition, Defendants' beach renourishment project has also resulted in, and will continue to result in, massive environmental damage on the PG Preservation Property.

41. By reason of Defendants' actions and omissions described above, Plaintiffs, as well as the other residents of Prince George, face imminent and irreparable injury and harm, the nature of which is extraordinary as described in detail above, and will continue to suffer the same unless the Court requires Defendants to immediately restore the Inlet to its location before Defendants' approval, permitting, undertaking, and construction of the beach renourishment project (or to an updrift location identified by an expert for management of the Inlet), and to restore the primary oceanfront sand dune.

42. Plaintiffs, as well as the other residents of Prince George, have no adequate remedy at law for the imminent future loss of unique land and property, environmental damage, loss of protection against storm surge, and other substantial damages to the Plaintiffs' Properties and to Prince George as a whole. Monetary damages could not sufficiently compensate them and provide them with a complete remedy, and the exigencies of the situation in this action demand injunctive relief.

43. A mandatory injunction requiring immediate affirmative action by Defendants is necessary here to protect against irreparable harm in the rapidly deteriorating circumstances at Prince George created by Defendants.

44. The balance of the equities and hardships disfavors Defendants because they performed the beach renourishment project with full knowledge that the project would severely damage Plaintiffs and others on Prince George and yet still failed to take any steps to mitigate such

damage. Requiring Defendants to prevent future irreparable harm to Plaintiffs' Properties is most consistent with justice and equity under the circumstances of this case.

45. The public interest favors requiring Defendants to restore the Inlet to its pre-renourishment location to avoid continuing future loss and damages to Prince George and its residents, and to restore the primary oceanfront sand dune to protect the Plaintiffs' Properties.

46. Plaintiffs are entitled to a mandatory injunction requiring Defendants to immediately restore the Inlet to its pre-renourishment location and to restore the primary oceanfront sand dune in order to eliminate future continuing loss and damages to the Plaintiffs' Properties and Prince George as a whole. In addition, Plaintiffs are entitled to a mandatory injunction order requiring Defendants to allow Plaintiffs to take reasonably necessary actions to protect their property until Defendants' restoration can be completed.

**FOR A SECOND CAUSE OF ACTION**

**(Taking / Inverse Condemnation – Town of Pawleys Island, SCDPRT, and SCDHEC)**

47. The allegations set forth in the preceding paragraphs are incorporated as if fully restated herein.

48. The Fifth Amendment to the United States Constitution provides that no person shall be deprived of private property without just compensation. *See* U.S. Const. amend V. The Fifth Amendment applies to the states through the Due Process Clause of the Fourteenth Amendment. *See* U.S. Const. amend. XIV.

49. The South Carolina Constitution states that if the government takes private property, it must compensate the owner for the value of the property taken. *See* S.C. Const. art. I, § 13.

50. The Pawleys Island beach renourishment project caused accelerated erosion to the Plaintiffs' Properties, which constituted an affirmative, positive, and aggressive act by the Town,

SCDPRT, and SCDHEC.

51. SCDHEC is and was a permitting agency whose permit was necessary for the construction of the beach renourishment project.

52. SCDHEC's approval and issuance of the permit for the beach renourishment project, which, contrary to South Carolina law and SCDHEC's own policies, failed to require a plan for management of the Inlet location or mitigation of erosion impacts to Prince George, constituted an affirmative, positive, and aggressive act by SCDHEC.

53. The Town and SCDPRT effected a compensable physical taking of Plaintiffs' Properties through these Defendants' affirmative conduct, including, but not limited to, by applying for and obtaining a beach renourishment permit and constructing the beach renourishment project without developing and implementing plans for remediation or mitigation of erosion impacts to Prince George caused by the beach renourishment project's acceleration of southerly migration of the Inlet that resulted, among other things, in Plaintiffs' loss of a significant amount of the PG Preservation Property and in negative economic impacts to the Watts' Property, and that will continue to result in further imminent unprecedented loss of the Plaintiffs' Properties.

54. SCDHEC has effected a compensable physical taking of the Plaintiffs' Properties through its affirmative conduct, including, but not limited to, by approving and issuing to the Town a permit for the beach renourishment project without developing, requiring the development of, and implementing plans for remediation or mitigation of erosion impacts to Prince George caused by the beach renourishment project's acceleration of southerly migration of the Inlet that resulted, among other things, in Plaintiffs' loss of a significant amount of the PG Preservation Property and in negative economic impacts to the Watts' Property, and that will continue to result in further imminent unprecedented loss of the Plaintiffs' Properties.

55. The Town, SCDPRT, and SCDHEC have effected a compensable categorical/*per se* regulatory taking of the PG Preservation Property through their affirmative conduct referenced above that resulted in Plaintiffs suffering a permanent physical invasion of a portion of the PG Preservation Property due to the loss of that portion of the property caused by erosion resulting from the beach renourishment project, and that will continue to result in further imminent unprecedented loss of the PG Preservation Property.

56. The Town, SCDPRT, and SCDHEC have effected a compensable partial regulatory taking of the Watts' Property through their affirmative conduct referenced above that resulted in Plaintiffs suffering negative economic impacts to the Watts' Property, including by depriving Plaintiffs of the economically viable uses of the Watts' Property, and that will continue to result in imminent unprecedented loss of the Watts' Property.

57. The uncompensated taking of the Plaintiffs' Properties by the Town, SCDPRT, and SCDHEC was undertaken to maintain the beach property on Pawleys Island devoted to a public use.

58. The Town, SCDPRT, and SCDHEC have made no attempt to take the Plaintiffs' Properties through a formal exercise of eminent domain.

59. Plaintiffs have received no just compensation from the Town, SCDPRT, or SCDHEC for the Plaintiffs' Properties taken by these Defendants.

60. The beach renourishment project is the direct and proximate cause of the accelerated erosion at Prince George that has resulted in the uncompensated taking of the Plaintiffs' Properties.

61. As a direct and proximate result of the uncompensated taking of the Plaintiffs' Properties by the Town, SCDPRT, and SCDHEC, Plaintiffs have been and will continue to be

damaged and are entitled to recover just compensation for the diminished value of the Plaintiffs' Properties in an amount to be determined at trial, the costs of the Watts' Lot 20 Revetment Project, the costs of the Road Revetment Project, in addition to prejudgment interest and the costs of this action, including reasonable attorneys' fees.

**FOR A THIRD CAUSE OF ACTION**  
**(Negligence / Gross Negligence – All Defendants)**

62. The allegations set forth in the preceding paragraphs are incorporated as if fully restated herein.

63. It was reasonably foreseeable to the Defendants that their conduct and omissions discussed above would result in damages and injury to Plaintiffs. Defendants had actual or constructive notice of the damaging nature of their actions and omissions. Thus, Defendants owed a duty to Plaintiffs to conduct themselves in a manner that would not cause injury or damage to Plaintiffs.

64. CSE warned in a 2010 report that a significant beach renourishment project on Pawleys Island would cause the Inlet to migrate south and encroach on Prince George. CSE also recommended that an Inlet management plan should be developed to control the position of the Inlet to prevent this outcome.

65. Thus, Defendants had notice that the beach renourishment project could potentially cause erosion on Prince George, and Defendants owed Plaintiffs a duty to exercise due care in performing the project and to take all necessary steps to prevent or mitigate the foreseeable damage to the Plaintiffs' Properties caused by the project.

66. SCDHEC, as a permit administrator and governmental entity possessing licensing powers and functions, also owed to Plaintiffs a duty to exercise due care in reviewing the beach renourishment project and to take all necessary steps to prevent or mitigate the foreseeable damage



to the Plaintiffs' Properties caused by the project.

67. Defendants breached their duties to Plaintiffs by the following negligent and/or grossly negligent acts and omissions, without limitation:

- a) in developing and constructing the beach renourishment project in a manner that resulted in the accelerated southerly migration of the Inlet causing injury to the Plaintiffs' Properties;
- b) in failing to develop and implement plans for remediation or mitigation of the beach renourishment project's accelerated erosion impacts to Prince George causing injury to the Plaintiffs' Properties;
- c) in failing to take necessary and sufficient corrective action to remedy the ongoing accelerated erosion at Prince George caused by the beach renourishment project and resulting in injury to the Plaintiffs' Properties;
- d) in failing to take action as a reasonable and prudent person would do to prevent the accelerated erosion impacts to Prince George causing injury to the Plaintiffs' Properties;
- e) in all other particulars revealed during the discovery process and at trial.

68. In further support of the negligence and gross negligence allegations against Defendants, Plaintiffs refer to and incorporate by reference the Affidavit of Francis Way, attached hereto as **Exhibit B**.

69. SCDHEC breached its duties to Plaintiffs by the following negligent and grossly negligent acts and omissions, without limitation:

- a) in exercising its permitting power to approve a permit for the beach renourishment project despite the fact that it was widely understood and even reported by CSE that



a beach renourishment project of this scale would accelerate southerly migration of the Inlet causing injury to the Plaintiffs' Properties;

- b) in failing to develop and require the implementation of plans for management of the Inlet location, or mitigation of erosion impacts to Prince George, as a condition of the permit for the beach renourishment project;
- c) in failing to require monitoring of impacts to Prince George as a condition of the permit for the beach renourishment project;
- d) in failing to take necessary and sufficient corrective action to remedy the ongoing accelerated erosion at Prince George caused by the beach renourishment project and resulting in injury to the Plaintiffs' Properties;
- e) in failing to take action as a reasonable and prudent person would to prevent the accelerated erosion impacts to Prince George causing injury to the Plaintiffs' Properties;
- f) in all other particulars revealed during the discovery process and/or resulting trial.

70. The above actions and omissions violated industry standards, SCDHEC's own Coastal Zone Management Policies, and the regulations, laws and common law of the State of South Carolina.

71. As a direct and proximate result of the negligent and grossly negligent acts and omissions of Defendants, the beach renourishment project was permitted and constructed, causing and continuing to cause injury and damage to the Plaintiffs' Properties, and Plaintiffs are entitled to recover actual and consequential damages in the amount to be determined at trial, including, without limitation, the diminished value of the Plaintiffs' Properties, the costs of the Watts' Lot 20 Revetment Project, the costs of the Road Revetment Project, and the costs of additional required

remediation or mitigation of the beach renourishment project's accelerated erosion impacts to the Plaintiffs' Properties, in addition to punitive damages.

**FOR A FOURTH CAUSE OF ACTION**  
**(Trespass – All Defendants)**

72. The allegations set forth in the preceding paragraphs are incorporated as if fully restated herein.

73. Plaintiffs were and are in legal possession of the Plaintiffs' Properties. Bud Watts and Melesa Watts are co-owners of Lot 19 and the home on Lot 19. Bud Watts is the sole member of CLT-Buck, LLC, which is the owner of Lot 20. Bud Watts owns PG Preservation, LLC, which owns the PG Preservation Property.

74. SCDHEC committed the intentional affirmative acts of approving and permitting the public Pawleys Island beach renourishment project, and the remaining Defendants committed the intentional affirmative acts of undertaking and constructing the beach renourishment project.

75. Defendants knew or had substantial reason to know that their above-referenced intentional affirmative actions with respect to the beach renourishment project would cause the accelerated southerly migration of the Inlet that in turn would cause the unprecedented accelerated erosion to Prince George, leading to Plaintiffs' loss of a significant amount of the PG Preservation Property and resulting in negative economic impacts and imminent loss to the Watts' Property.

76. Defendants failed to require, develop, and implement plans for remediation or mitigation of the beach renourishment project's accelerated erosion impacts to Prince George causing injury to the Plaintiffs' Properties.

77. The resulting erosion of the Plaintiffs' Properties caused by the beach renourishment project constitutes an intentional invasion and trespass by Defendants for which Plaintiffs provided no permission.

78. Defendants' conduct in designing and carrying out the conditions constituting trespass and in allowing these conditions to continue with full knowledge that it would severely damage Plaintiffs was willful and reckless.

79. As a direct and proximate result of Defendants' intentional affirmative actions, Plaintiffs have been deprived of the exclusive, peaceful possession of the Plaintiffs' Properties.

80. Defendants' intentional affirmative actions caused and will continue to cause erosion, loss, negative economic impacts, and other substantial damages to the Plaintiffs' Properties, and Plaintiffs are entitled to recover actual and consequential damages in the amount to be determined at trial, including, without limitation, the diminished value of the Plaintiffs' Properties, the costs of the Watts' Lot 20 Revetment Project, the costs of the Road Revetment Project, and the costs of additional required remediation or mitigation of the beach renourishment project's accelerated erosion impacts to the Plaintiffs' Properties, in addition to punitive damages.

**FOR A FIFTH CAUSE OF ACTION**  
**(Nuisance – All Defendants)**

81. The allegations set forth in the preceding paragraphs are incorporated as if fully restated herein.

82. By their above-referenced affirmative actions, Defendants created conditions that caused and will continue to cause damage to the Plaintiffs' Properties on a permanent, continuing, and reoccurring basis.

83. By their above-referenced affirmative actions, Defendants created conditions tending to cause damage to the Plaintiffs' Properties and create a danger of imminent future damage to the same.

84. In light of the conditions thereby created, Defendants' use of the Plaintiffs' Properties cannot be considered lawful or reasonable, but rather constitutes a nuisance. Defendants

knew or had substantial reason to know that their above-referenced intentional affirmative actions with respect to the beach renourishment project would cause the accelerated southerly migration of the Inlet that in turn would cause the unprecedented accelerated erosion to Prince George, leading to Plaintiffs' loss of a significant amount of the PG Preservation Property and resulting in negative economic impacts and imminent loss to the Watts' Property. Defendants failed to require, develop, and implement plans for remediation or mitigation of the beach renourishment project's accelerated erosion impacts to Prince George causing injury to the Plaintiffs' Properties.

85. Defendants' conduct has hurt, inconvenienced, damaged, and otherwise interfered with the Plaintiffs' Properties and will continue to do so, and the accelerated erosion of the Plaintiffs' Properties caused by the beach renourishment project constitutes a substantial and unreasonable interference by Defendants with Plaintiffs' use and enjoyment of the Plaintiffs' Properties.

86. Defendants' conduct in creating the conditions constituting a nuisance and in allowing these conditions to continue with full knowledge that they would severely damage Plaintiffs was willful and reckless.

87. Defendants' nuisance has resulted in the deterioration and devaluation of the Plaintiffs' Properties.

88. Defendants' unreasonable interference directly and proximately caused Plaintiffs to suffer loss of full use and enjoyment of the Plaintiffs' Properties, and Plaintiffs are entitled to recover actual and consequential damages in the amount to be determined at trial, including, without limitation, the diminished value of the Plaintiffs' Properties, the costs of the Watts' Lot 20 Revetment Project, the costs of the Road Revetment Project, and the costs of additional required remediation or mitigation of the beach renourishment project's accelerated erosion impacts to the

Plaintiffs' Properties, in addition to punitive damages.

**FOR A SIXTH CAUSE OF ACTION**  
**(South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq. –**  
**All Defendants)**

89. The allegations set forth in the preceding paragraphs are incorporated as if fully restated herein.

90. Defendants' actions constitute willful and knowingly unlawful trade practices in violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq. ("SCUTPA"), including, but not limited to, in performing the public beach renourishment project with full knowledge that the project would severely damage Plaintiffs and in failing to take any steps to mitigate the damage to Plaintiffs and others on Prince George.

91. Plaintiffs have suffered actual, ascertainable damages as a result of Defendants' unfair trade practices, including, without limitation, the loss of their property and property value and the expenses incurred in attempting to slow or halt the accelerated erosion.

92. Defendants' deceptive and unfair trade practices adversely affect the public interest, are capable of repetition, and have the real and substantial potential for repetition because Defendants are either responsible for approving, permitting, undertaking and/or constructing similar beach renourishment projects throughout the state of South Carolina, or are in the business of doing so.

93. Based on the foregoing, Plaintiffs are entitled to judgment against Defendants for actual damages, trebled pursuant to the SCUTPA, plus interest, attorney's fees, and other costs arising out of Defendants' unfair and deceptive trade practices.

**DEMAND FOR JURY TRIAL**

79. Plaintiffs demand a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, having set out the foregoing complaint against Defendants, Plaintiffs respectfully request this Honorable Court to grant the following relief to Plaintiffs:

- a. Judgment in favor of Plaintiffs against Defendants on all causes of action;
- b. Enter mandatory injunctive relief ordering Defendants to immediately restore the Inlet to its location before the beach renourishment project, to restore the primary oceanfront sand dune to reinstate the protection it affords to the Plaintiffs' Properties from storm events, and to allow Plaintiffs to take reasonably necessary actions to protect their property until Defendants' restoration can be completed.
- c. Just compensation for the diminished value of the Plaintiffs' Properties in the amount to be determined at trial;
- d. Actual damages in the amount to be determined at trial;
- e. Other actual and consequential damages in the amount to be determined at trial, including, without limitation, the diminished value of the Plaintiffs' Properties, the costs of the Watts' Lot 20 Revetment Project, the costs of the Road Revetment Project, and the costs of additional required remediation or mitigation of the beach renourishment project's accelerated erosion impacts to the Plaintiffs' Properties;
- f. Punitive damages in the amount to be determined at trial;
- g. Treble damages pursuant to the South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq.
- h. Reasonable costs and attorneys' fees in this action pursuant to S.C. Code Ann. § 28-11-30(3), South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10, et seq., and any other common law or constitutional right or other basis;

- i. Prejudgment interest on all damages awarded; and
- j. Such other and further legal and equitable relief as this Court may deem just and proper.

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