

STATE OF SOUTH CAROLINA, )  
 ) IN THE COURT OF COMMON PLEAS  
 COUNTY OF HORRY )  
 )  
**BRIAN ALEWINE;** )  
**KRISHA ALEWINE; BRIAN ALEWINE, AS** )  
**NATURAL FATHER AND NEXT FRIEND OF** )  
**THEIR MINOR SON, J.A.; AND BRIAN** )  
**ALEWINE, AS NATURAL FATHER AND NEXT** )  
**FRIEND OF THEIR MINOR SON, K.A.** )  
 Plaintiffs, )  
 )  
 vs. ) FILE NO. \_\_\_\_\_ -CP- \_\_\_\_\_ - \_\_\_\_\_  
 )  
**WINDSOR GREEN OWNERS** )  
**ASSOCIATION, INC. D/B/A WINDSOR** )  
**GREEN HOMEOWNERS ASSOCIATION;** )  
**BENCHMARK/CAMS, LLC;** )  
**CHICORA LONG TERM RENTALS, LLC;** )  
**JOHN DOES# 1-10; AND** )  
**JOHN DOES# 11-20** )  
 Defendants. )  
 \_\_\_\_\_ )

SUMMONS

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

/s/ Dylan A. Bess  
 Dylan A. Bess (SC Bar No. 101648)  
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Attorney for Plaintiffs

January 2, 2019  
Conway, South Carolina

**STATE OF SOUTH CAROLINA  
COUNTY OF HORRY**

**IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO: \_\_\_\_\_**

**BRIAN ALEWINE;  
KRISHA ALEWINE; BRIAN ALEWINE, AS  
NATURAL FATHER AND NEXT FRIEND OF  
THEIR MINOR SON, J.A.; AND BRIAN  
ALEWINE, AS NATURAL FATHER AND NEXT  
FRIEND OF THEIR MINOR SON, K.A.**

**COMPLAINT  
(Jury Trial Demanded)**

**PLAINTIFFS,**

**vs.**

**WINDSOR GREEN OWNERS  
ASSOCIATION, INC. D/B/A WINDSOR  
GREEN HOMEOWNERS ASSOCIATION;  
BENCHMARK/CAMS, LLC;  
CHICORA LONG TERM RENTALS, LLC;  
JOHN DOES# 1-10; AND  
JOHN DOES# 11-20**

**DEFENDANTS**

The Plaintiffs, complaining of the above-named Defendants, allege as follows:

**I. JURISDICTION**

The Court has jurisdiction over the matter and venue is proper in the Court of Common Pleas, Fifteenth Judicial Circuit, Horry County, South Carolina, in accordance with § 15-7-10 of the South Carolina Code of Laws, as amended. The Court has subject matter jurisdiction of the matter pursuant to the provisions of §9-7-81 in that the subject matter of the litigation is not made exclusively cognizable in some other Court by the Constitution and laws of the state. One or more of the Defendants reside and conduct business in Horry County, the defendants committed torts in Horry County, and a large part of the Plaintiffs' damages were incurred in Horry County. Moreover, the principal of the amount in controversy is within the jurisdictional limit of the Court.

## II. PARTIES

1. Plaintiff BRIAN ALEWINE is a resident of Horry County, South Carolina. BRIAN ALEWINE was injured in a fire that occurred on April 12, 2018 at Windsor Green Condominium Complex located at 4970 Windsor Green Way, Myrtle Beach, South Carolina 29579.

2. Plaintiff KRISHA ALEWINE is a resident of Horry County, South Carolina. KRISHA ALEWINE was injured in a fire that occurred on April 12, 2018 at Windsor Green Condominium Complex located at 4970 Windsor Green Way, Myrtle Beach, South Carolina 29579.

3. Plaintiff J.A. is the minor son of Plaintiffs BRIAN ALEWINE and KRISHA ALEWINE. J.A. was injured in a fire that occurred on April 12, 2018 at Windsor Green Condominium Complex located at 4970 Windsor Green Way, Myrtle Beach, South Carolina 29579.

4. Plaintiff K.A. is the minor son of Plaintiffs BRIAN ALEWINE and KRISHA ALEWINE. K.A. was injured in a fire that occurred on April 12, 2018 at Windsor Green Condominium Complex located at 4970 Windsor Green Way, Myrtle Beach, South Carolina 29579.

5. Defendant WINDSOR GREEN OWNERS ASSOCIATION, INC. D/B/A WINDSOR GREEN HOMEOWNERS ASSOCIATION (hereinafter "WINDSOR GREEN") is a residential homeowners organization that is incorporated and doing business in South Carolina and may be served with process by serving its registered agent, Jane F. Harris, at 2423 Highway 17 South, Myrtle Beach, South Carolina 29582. At all times relevant hereto, Defendant WINDSOR GREEN was the owner, operator, controller, and/or manager of the

Windsor Green Condominiums (hereinafter “Complex” or “Property”) and their common areas located at 4970 Windsor Green Way, Myrtle Beach, South Carolina 29579. Defendant WINDSOR GREEN had the duty and had the authority, discretion, and responsibility for the day to day operation and management of the premises, including the supervision, hiring, and firing of employees and/or agents in furtherance of the business at Windsor Green Condominiums and ensuring that the property and its tenants were reasonably safe from foreseeable harm. Further, Defendant WINDSOR GREEN had a duty to comply with all requirements of applicable building and housing codes, make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition, keep all common areas of the premises in a reasonably safe and clean condition, and maintain in reasonably good and safe working order and condition all electrical, gas, lighting, ventilation, and fire detection/suppression systems. Defendant WINDSOR GREEN also had a duty to make the premises, its common areas, and its tenants safe from fire hazards, including conditions that prevented its tenants from safely entering and exiting the condominiums. Further, the Defendant was under a duty to advise, discuss, inform, and/or counsel the tenants of Windsor Green Condominiums, including the Plaintiffs, of any dangerous conditions known or reasonably foreseen. Defendant WINDSOR GREEN caused or contributed to the subject fire and the injuries and damages suffered by the Plaintiffs.

6. Defendant BENCHMARK/CAMS, LLC (hereinafter “BENCHMARK”) is a residential property management company doing business in South Carolina and may be served with process by serving its registered agent, Jane F. Harris, at 414 Main Street, North Myrtle Beach, Horry County, South Carolina 29582. At all times relevant hereto, Defendant BENCHMARK leased, managed, inspected, maintained, and repaired the Windsor Green

Condominium Complex and its common areas located at 4970 Windsor Green Way, Myrtle Beach 29582. Defendant BENCHMARK had the duty and had the authority, discretion, and responsibility for the day to day operation and management of the premises, including the supervision, hiring, and firing of employees and/or agents in furtherance of the business at Windsor Green Condominiums and ensuring that the Property and its tenants were reasonably safe from foreseeable harm. Further, Defendant BENCHMARK had a duty to comply with all requirements of applicable building and housing codes, make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition, keep all common areas of the premises in a reasonably safe and clean condition, and maintain in reasonably good and safe working order and condition all electrical, gas, lighting, ventilation, and fire detection/suppression systems. Defendant BENCHMARK also had a duty to make the premises, its common areas, and its tenants safe from fire hazards, including conditions that prevented its tenants from safely entering and exiting the apartments. Further, the Defendant was under a duty to advise, discuss, inform, and/or counsel the tenants of Windsor Green Condominiums, including the Plaintiffs, of any dangerous conditions known or reasonably foreseen. Defendant BENCHMARK caused or contributed to the subject fire and the injuries and damages suffered by the Plaintiffs.

7. Defendants CHICORA LONG TERM RENTALS, LLC, (hereinafter "CHICORA") is a residential property management company incorporated and doing business in South Carolina and may be served with process by serving its registered agent, Don J. Smith, at 603-B Briarwood Dr., Myrtle Beach, South Carolina 29582. At all times relevant hereto, Defendants CHICORA leased, managed, inspected, maintained, and repaired the Plaintiffs' condominium located at 4970 Windsor Green Way, #302, Myrtle Beach

29582. Defendants CHICORA had the duty and had the authority, discretion, and responsibility for ensuring that the Plaintiffs' condominium was reasonably safe from foreseeable harm. Further, Defendant CHICORA had a duty to comply with all requirements of applicable building and housing codes, make all repairs and do whatever is reasonably necessary to put and keep the Plaintiffs' condominium in a fit and habitable condition, and maintain in reasonably good and safe working order and condition all electrical, gas, lighting, ventilation, and fire detection/suppression systems. Defendant CHICORA was under a duty to advise, discuss, inform, and/or counsel the Plaintiffs of any dangerous conditions known or reasonably foreseen at Windsor Green Condominiums, including conditions that prevented the Plaintiffs from safely entering and/or exiting their home. Defendant CHICORA caused or contributed to the subject fire and/or the injuries and damages suffered by the Plaintiffs.

8. The identities of Defendants JOHN DOES 1-20 are unknown to the Plaintiffs at this time. John Does 1-20 are the individuals or businesses that caused or contributed to the subject fire and/or the injuries and damages complained of herein. At all times relevant hereto, Defendants John Does 1-20 are/were employee(s), independent contractor(s), partners, or worker(s) hired by Defendants for the purpose of ensuring that the Property was reasonably safe from foreseeable harm, including but not limited to any and all individuals or businesses responsible for inspecting, maintaining, and/or repairing the Windsor Green Condominium Complex. Alternatively, or in addition to, Defendants John Does 1-20 were the manufacturers, designers, distributors, and/or businesses that provided products, devices, or services to Windsor Green Condominium Complex, which caused or contributed to the ignition and/or spread of the subject fire and the Plaintiffs' injuries. Further, Defendants John Does 1-20 had the authority, discretion, and responsibility to inspect, maintain, and/or

repair the Property and any and all known fire hazards at the Property. Defendants John Does 1-20 were under a duty to advise, discuss, inform, counsel, and/or repair any faulty or dangerous condition at the Property, including the common areas at the Property. Moreover, Defendants John Does 1-20 received financial benefits for managing, providing, inspecting, installing, maintaining, and/or repairing the Property, including the common areas at the Property. Defendants John Does 1-20 failed to warn of the dangers and known hazards at the Property. Finally, Defendants John Does 1-20 failed to adhere to proper industry standards, codes, instructions, plans, and/or techniques to ensure the Property was free from dangerous or hazardous conditions. The Defendants John Does' negligent acts and/or omissions caused or contributed to the subject fire and/or the injuries and damages suffered by the Plaintiffs.

This Complaint will be amended to insert the names of these Defendants when they become known.

### **FACTS**

9. On or about April 12, 2018, a fire occurred at the Windsor Green Condominium Complex located at 4970 Windsor Green Way, Myrtle Beach, South Carolina 29579 (hereinafter "subject fire"). The Plaintiffs' condominium (hereinafter "Condo") was located on the third floor of the three story building (Unit 302) that is owned, leased, operated, and/or managed by the Defendants. At the time of the subject fire, the Plaintiffs were inside their Condo. No smoke alarms sounded and the building did not have a fire alarm system, sprinkler system, or a secondary means of egress. Further, the Plaintiffs' Condo was not equipped with an escape ladder. By the time the fire was discovered, the Plaintiffs' single path of egress was blocked by flames and heavy smoke, and the Plaintiffs were forced to jump from their Condo's third story balcony. The Plaintiffs did not cause or contribute to the

ignition or spread of the subject fire. As a result of the fire, the Plaintiffs were severely injured.

10. Horry County Fire Investigators determined that the subject fire originated on the second floor exterior breezeway in the Plaintiffs' building at or around the light fixture outside of unit 201. The breezeway, light fixture, and light bulb were located in a common area and exclusively controlled, inspected, and/or maintained by Defendant Windsor Green and/or Defendant Benchmark and its employees.

11. The cause of the fire was ruled as "undetermined" by Horry County.

12. Upon information and belief, the subject fire and/or the spread of the fire was caused by a bird's nest coming in contact with the light bulb inside the light fixture that was located outside unit 201. At all times relevant, the light fixture outside of unit 201 was the home for a family of birds that had built a large nest inside the fixture. One or more of the panes for the light fixture had been removed, allowing the family of birds to nest inside the fixture and exposing the light bulb and the fixture's internal component parts to wind, rain, and other elements. The light bulb ignited the birds' nest into an open flame, causing heavy smoke and fire, which spread rapidly across the second floor and up to the third story. The heavy smoke and flames blocked the single path of egress for the Plaintiffs.

13. Alternatively, the subject fire was caused by an electrical failure and/or light bulb failure which ignited the bird's nest located in and around the light fixture outside of unit 201. The bird's nest caused the fire to spread rapidly across the second floor and up to the third story.

14. There was no fire protection, suppression, notification, and/or detection devices or systems in the Plaintiffs' building and there was no escape ladder or secondary means of



egress. Further, the Plaintiffs did not have proper or adequate access to a functioning or properly mounted fire extinguisher. Despite the Defendants' knowledge of the dangerous conditions at and around the Plaintiffs' building and Condo, the Plaintiffs were never warned of the lack of necessary and proper fire protection, suppression, notification, and/or detection devices or systems or that their Condo was not equipped with a secondary means of escape. The Defendants acts and omissions caused, in whole or in part, the damages and permanent injuries suffered by the Plaintiffs. This is negligence.

15. Without any notice or warning of the smoke and flames coming from the second floor at the time of the subject fire, and without having a safe and proper means of escape, the Plaintiffs were forced to jump from their Condo's balcony. The Plaintiffs, including their minor children, suffered severe injuries, including, but not limited to, broken legs, broken arms, broken backs, broken ankles, and smoke inhalation.

16. At all times relevant, including before the subject fire, multiple birds' nests were present inside the common area light fixtures around the Condominium Complex, including, but not limited to, the birds' nest located in the common area light fixture outside of unit 201 where the subject fire originated. Defendant Benchmark and/or Defendant Windsor Green were responsible for the installation, maintenance, inspection, care, and/or repair of the common areas and the common areas' light fixtures and light bulbs. Prior to the subject fire, maintenance personnel and/or employees for Defendant Benchmark and/or Defendant Windsor Green installed the light bulb in the light fixture outside of unit 201.

17. Additionally, upon information and belief, the Defendants knew or should have known that birds were nesting in the common area light fixtures, knew or should have known that the nests were a fire hazard, and failed to remove the birds or nests from the property.

Further, the Defendants knew or should have known that the common area light bulbs were improperly installed and/or defective. Moreover, the Defendants knew or should have known that the light fixtures panes were removed and missing and that the light bulb and the light fixture's internal component parts were exposed to wind, rain, and other elements and also allowed and/or facilitated birds to nest inside the light fixtures. The Defendants' acts and omissions caused the subject fire that resulted in the damages and permanent injuries suffered by the Plaintiffs. This is negligence.

18. At all times relevant, the light bulb inside the common area light fixture outside of unit 201 was installed, inspected, and maintained by Defendant Windsor Green and/or Defendant Benchmark and was improperly installed, inspected, and/or maintained and/or installed against the manufacturers' instructions. Specifically, upon information and belief, the light bulb in the light fixture where the subject fire originated was not manufactured for use or installation outside or in an area where it (the light bulb) would be exposed.

19. At all times relevant, the exterior breezeway, the common area fire protection devices and/or systems, light fixtures, electrical wiring, and light bulb(s) were purchased, owned, installed, inspected, controlled, monitored, tested, and maintained by the Defendants. The Defendants failed to inspect, install, maintain, replace, test, monitor, and/or distribute properly functioning light fixtures, light bulbs, smoke alarms, smoke detectors, fire alarms, sprinklers, escape ladders, and/or any other fire protection, suppression, notification, and/or detection devices at the building and/or inside the Plaintiffs' condominium prior to the subject fire. Specifically, the Defendants knew or should have known about the dangerous conditions and fire hazards at the complex, including, but not limited to, the Plaintiffs' building not having adequate fire protection devices and/or systems, the Plaintiffs' building

not having a secondary means of egress, the Plaintiffs' condominium not having an escape ladder, that there were birds nesting inside the light fixtures in the breezeways, and that the light bulbs inside the light fixtures were improperly installed and/or faulty. Despite notice of the unreasonably dangerous condition(s), the Defendants failed to remedy and/or warn the Plaintiffs of the peril.

20. Further, Windsor Green Condominium Complex has a history of fires. Most notably, in March 2013, thirty (30) buildings and over one hundred residential units at the Complex were damaged and/or destroyed by a fire. Upon information and belief, approximately twenty six buildings at the Complex were reconstructed and/or renovated after the 2013 fire to include fire alarm systems, sprinkler systems, and a secondary means of egress. The Plaintiffs' building (4970 Windsor Green Way, Unit 302, Myrtle Beach, SC 29579) was one of a few buildings at the Complex after the 2013 fire that was not reconstructed, repaired, and/or renovated to comply with local fire and building codes, including fire alarm systems, sprinkler systems, and secondary means of escape for occupants. Upon information and belief, after the 2013 fire, the Defendants knew the Plaintiffs' building did not meet local and state fire/building codes and that the Plaintiffs' building and condominium did not have adequate means of escape and/or fire suppression or notification devices or systems. Defendants failed to warn the Plaintiffs of the potential risk of fires at the complex and/or of the lack of proper fire protection, suppression, notification, and/or detection devices or systems at the Plaintiffs' building and/or their Condo.

21. Defendants exercised absolute control over the maintenance, upkeep, inspection, and/or repairs of the common areas, exterior breezeways, light bulbs, and light fixtures at the Complex and knew or should have known of the fire and safety hazards at the Property.

Moreover, at all times relevant, Defendants received financial benefits from the Plaintiffs in exchange for providing, inspecting, installing, maintaining, removing and/or repairing dangerous or hazardous conditions, fire safety products, devices, and systems, and ensuring that the Property was reasonably safe from foreseeable harm. Defendants breached the duties bestowed on them as the landlord(s), owner(s), lessors, and/or managers of the Condominium Complex, its common areas, and the Plaintiffs' Condo.

22. The subject fire and the injuries and damages of the Plaintiffs described herein were the result of the Defendants' reckless, careless, and/or negligent installation, maintenance, inspection, and/or repair of the common area light fixture, the light bulb outside of unit 201, and the electrical power sources in and around the Plaintiffs' building. Further, the Defendants failure to provide and/or warn of the lack of fire protection, suppression, notification, detection, and/or escape devices or systems caused, in whole or in part, the damages and injuries suffered by the Plaintiffs. Moreover, the subject fire and injuries described herein were the result of the Defendants' negligent management, supervision, hiring, and training of the employees, maintenance personnel, contractors, and/or subcontractors that conducted the installation, maintenance, inspection and/or repairs of the Plaintiffs' building and its common areas, including, but not limited to, the common area light fixture and light bulb where the subject fire originated.

23. The fire and/or the Plaintiffs' injuries and damages was/were the result of the concurrent negligence and/or reckless conduct of the named Defendants whose acts and/or omissions acted in concert resulting in the fire and the injuries sustained by the Plaintiffs.

24. At all times relevant, the Property was unreasonably dangerous and was a direct and proximate cause of the injuries suffered by Plaintiffs.

**COUNT I**  
**PREMISES LIABILITY**

25. All of the averments contained in paragraphs 1 through 24 are incorporated herein by reference as if fully set forth below.

26. The Condominium Complex, Plaintiffs' Condo, and the common areas and its light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Complex, including, but not limited to the exterior breezeway on the second story and the light fixture outside of unit 201, were owned, managed, installed, inspected, tested, and/or monitored by the Defendants. Defendants failed to properly inspect, install, maintain, test, and/or repair the Plaintiffs' Condo, the common areas, light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Complex. Proper installation, inspection, maintenance, testing, and/or repair by the Defendants would have revealed the dangerous conditions at the Complex and its common areas and the Plaintiffs' Condo and/or the design and operational defects of these products, fixtures, devices and/or systems.

27. Further, the Defendants had notice, actual and constructive, of the dangerous conditions existing in or at the Complex, its common areas, and Plaintiffs' Condo and knew or should have known of the increased danger that the failure to have proper or functioning light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Complex would bring to the buildings, its common areas, and its tenants, including the Plaintiffs. The Defendants failed to adequately warn the tenants, including the Plaintiffs, at the Property that they were at an increased risk of danger from fires.

28. Moreover, the Defendants caused, allowed, facilitated, and/or created the dangerous condition(s) existing in or at the Complex, its common areas, and/or inside the Plaintiffs' condominium, including, but not limited to, the presence of a birds' nest and birds living inside the light fixture outside of unit 201, and knew or should have known of the increased danger that the failure to have proper or functioning light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Complex would bring to the Property and its tenants, including the Plaintiffs.

29. As a direct and proximate result of the defective and dangerous conditions of the Property, its common areas, and the Plaintiffs' Condo and the failures of the Defendants to remedy and warn Plaintiffs of same, the Plaintiffs sustained the damages and injuries complained of herein.

**COUNT II**  
**NEGLIGENCE**

30. All of the averments contained in paragraphs 1 through 29 are incorporated herein by reference as if fully set forth below.

31. Defendants had a duty of reasonable care owed to the Plaintiffs as tenants to inspect, service, and maintain the Property, the common areas, and the Plaintiffs' Condo.

32. Defendants breached their duty of reasonable care by failing to properly install, repair, maintain, use, test, inspect, and/or purchase light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Property.

33. Defendants' recklessness, negligence, and failure to exercise reasonable care proximately caused and/or contributed to the injuries of Plaintiffs.

34. Further, Defendants failed to install and/or negligently installed the light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Property and negligently failed to verify the operation and functionality of these life safety devices.

35. Moreover, Defendants negligently hired, trained, and/or supervised its managers, employees and/or maintenance personnel working at or for the Defendants.

36. Prior to April 12, 2018, Defendants negligently or improperly inspected the Plaintiffs condominium, the Complex and its common areas, and the light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Property. Proper inspection would have revealed the dangerous condition(s) present at the Complex, its common areas, and the Plaintiffs' Condo.

37. Further, Defendants and/or any other managers or maintenance personnel working as agents at or for the Complex, negligently failed to select, install, repair, maintain, monitor, use, test, and/or inspect the light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Complex and negligently failed to verify the operation, expiration, adequacy and performance of same. This proximately caused or contributed to the fire and/or the Plaintiffs' injuries on April 12, 2018.

38. Also, Defendants had notice, actual and constructive, of the dangerous conditions existing at the Property and knew or should have known of the increased danger that defective or improperly installed light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety

procedures caused, making more probable serious fires and/or injuries.

39. Further, Defendants had notice, actual and constructive, of the dangerous conditions existing at the Property and knew or should have known of the increased danger that birds nesting in and around the light bulb(s) or light fixture(s) would cause, making more probable serious fires and/or injuries.

40. Defendants failed to warn or adequately warn of the unreasonably dangerous condition(s) created by their acts and/or omissions.

41. These and other negligent acts of Defendants were the proximate cause or contributing cause of the Plaintiffs' injuries, as set forth below.

**COUNT III**  
**NEGLIGENCE PER SE**

42. All of the averments contained in the relevant preceding paragraphs are incorporated herein by reference as if fully set forth below.

43. Pursuant to South Carolina law and the local and state fire, electric, building and construction codes, Defendants owed a duty of reasonable care to the Plaintiffs as tenants of the Complex to install, maintain, inspect, monitor, and/or repair light fixtures, light bulbs, electrical power sources, smoke alarms, smoke detectors, fire alarm systems, and/or other fire protection products or procedures at the Property.

44. The purpose of those local and state laws and codes is to protect tenants such as the Plaintiffs and the public from injuries from fire. The Plaintiffs are members of the class of persons protected by the building and housing codes and laws pertaining to the construction, maintenance, and governance of residential property, including, but not limited to, sections 4-9-30(5), 4-9-30(14) and 4-21-10 et seq. of the South Carolina Code of Laws, Ord. No. 8-16, Ord. No. 20-83, 12-13-83; Ord. No. 17-86, §§ 2, 3, 6-17-86; Ord. No. 61-88, §§ 1—3, § 6, 9-20-88,



N.F.P.A. 10, 72, 101, and the International Fire and Construction Code.

45. At all times relevant hereto, Defendants knew or should have known that the Property was not equipped or improperly equipped with light fixtures, light bulbs, electrical power sources, smoke alarms, smoke detectors, fire alarm systems, and/or other fire protection products or procedures as required by South Carolina law.

46. Specifically, several smoke alarms, smoke detectors, fire alarm systems, and/or other fire protection products at the Property were missing, broken, and/or improperly installed. Further, the common areas of the Complex were unreasonably dangerous, unsanitary, and infested with birds or other animals. Moreover, the electrical and lighting systems/devices were not in good or safe working order. These and other conditions and/or failures at the Property, which the Defendants knew or should have known about, were dangerous conditions that violated local and state laws, rules, regulations, and/or codes.

47. Moreover, at all times relevant, Defendants were responsible for installing, maintaining, and/or inspecting the fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Complex to comply with local, state, and/or national fire and building codes or regulations. Defendants knew that if the light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Complex were not operating and/or functioning, it was probable that fire and/or smoke would result in the loss of life and significant damage to real and personal property, including the Plaintiffs. Upon information and belief, Defendants failed to properly inspect, maintain, and/or repair the light fixtures, light bulbs, electrical power sources, fire protection, suppression, notification, and/or detection devices or systems, and/or other fire safety procedures at the Complex so as to secure

safety to the public in general, specifically including these Plaintiffs.

48. Further, in or after 2013, but before the subject fire, the Defendants knew or should have known that the Plaintiffs' building and condominium were not compliant with state and local fire and building codes and failed to remedy same.

49. By violating South Carolina law, the governing statutes and/or the local and state fire, electric, and/or construction codes, Defendants breached their statutory duties of care to the Plaintiffs, which caused or contributed to Plaintiffs' injuries sustained herein.

50. Thus, the Defendants acts and/or omissions constitute negligence per se.

### DAMAGES

51. All of the averments contained in paragraphs 1 through 50 are incorporated herein by reference as if fully set forth below.

52. As a result of the Defendants' conduct, the Plaintiffs have suffered and seek recovery for the following damages:

- a. Physical injuries;
- b. Emotional and mental anguish and suffering;
- c. Loss of enjoyment of life;
- d. Loss of Consortium;
- e. Economic losses, wages, and benefits;
- f. Past, present and future medical and related expenses;
- g. Past, present and future pain and suffering;
- h. Permanent scarring and disfigurement;
- i. Permanent impairment and disability;
- j. Lost wages and loss of wage earning capacity;
- k. Property damage;
- l. Loss of use of property;
- m. All other damages recoverable under South Carolina law to be shown at the trial of this matter.

53. The negligence and above alleged acts and/or omissions of the Defendants were the proximate and/or contributing cause of the aforesaid incident complained of and the resulting injuries to the Plaintiffs, and the acts and/or omissions of the Defendants constitute

the combined, concurrent and joint negligence for which the Defendants are jointly and/or severally liable to the Plaintiffs.

**PUNITIVE DAMAGES**

54. All of the averments contained in paragraphs 1 through 53 are incorporated herein by reference as if fully set forth below.

55. The Plaintiffs herein would show that the acts of the Defendants were intentional, willful, wanton, insensitive, careless, reckless, and grossly negligent; that their conduct gives rise to punitive damages; and Plaintiffs specifically requests the award of such punitive damages.

**WHEREFORE, PREMISES CONSIDERED**, Plaintiffs demand a jury trial and judgment, jointly and severally against the Defendants for all damages allowed under law including compensatory and punitive damages in an amount to be determined by the jury, together with all costs, and for any such other general relief which the Court and jury may deem appropriate.

RESPECTFULLY SUBMITTED, this the 2nd day of January, 2019.

Respectfully submitted,

PLAINTIFFS

BY: /s/ Dylan A. Bess  
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