

COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

Case No.: 2008-CP-10-7217

Meeting Street at Tennyson Row
Horizontal Property Regime, et al etc

versus

Meeting Street Builders, LLC etc et al

PLAINTIFF(S)

DEFENDANT(S)

FILED
2011 SEP 28 PM 2:39
JULIE J. ARMSTRONG
CLERK OF COURT
BY

CHECK ONE:

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and the verdict has been rendered.
- DECISION BY COURT.** This action came to trial or hearing before the court. The issues have been tried, or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. nonsuit)
 Rule 43(k), SCRPC(Settled); Other - _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING THE LOWER COURT, TRIBUNAL OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order. (Formal order to follow)
 Statement of Judgment by the Court:

As to the Negligence cause of action, the jury found unanimously for the plaintiff in the amount of ten million dollars(\$10,000,000.00).

As to the Breach of Implied Warranty cause of action, the jury found unanimously for the plaintiff in the amount of five hundred thousand dollars(\$500,000.00).

As to the Breach of Fiduciary Duty cause of action, the jury found unanimously for the plaintiff in the amount of one million dollars (\$1,000,000.00).

As to Punitive Damages, the jury found unanimously for the plaintiff in the amount of one million dollars (\$1,000,000.00).

The Court grants a set off in the amount of five million eight hundred eighty two thousand five hundred dollars(\$5,882,500.00);

IT IS ORDERED that total judgment of six million six hundred seventeen thousand five hundred dollars (\$6,617,500.00) is awarded for the Plaintiff against Defendants: Meeting Street Companies, LLC; Meeting Street Builders, LLC; MS Tenn Towns LLC: all aforementioned Defendants d/b/a Meeting Street Homes and Communities; and Builder Management Group, Inc.

Dated at Charleston, South Carolina, this 28th day of September, 2011. *Stephani L. McDonald*
PRESIDING JUDGE

This judgment was entered on the ____ Day of _____, 20____, and a copy mailed first class this ____ Day of _____, 20____, to attorneys of record or to parties (when appearing pro-se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

SCCA SCR Form 4 Revised 6/2008

Clerk of Court

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
MEETING STREET AT TENNYSON)
ROW HORIZONTAL PROPERTY)
REGIME BY MEETING STREET AT)
TENNYSON ROW HOMEOWNER'S)
ASSOCIATION, INC.)
)
Plaintiff,)
)
vs.)
)
MEETING STREET BUILDERS, LLC,)
ET. AL.)
)
Defendants.)
_____)

IN THE COURT OF COMMONS PLEAS
CIVIL ACTION NO.: 2008-CP-10-7217

VERDICT FORM

1) On the cause of action for negligence, on which the Court has directed judgment in favor of the Plaintiff against the Defendants, we, the jury, award the following amount in damages:

\$ 10,000,000
(Preponderance of the Evidence)

2) Was the Plaintiff negligent?
 YES - Go to Question 3
 NO - Go to Question 5

3) Was the Plaintiff's negligence a proximate cause of the Plaintiff's injuries?
 YES - Go to Question 4
 NO - Go to Question 5

4) Having found the existence of both negligence and comparative negligence in this matter, what percentage of negligence is attributable to the Plaintiff and what percentage is attributable to the Defendants? [The percentage must add up to 100%].

Plaintiff	_____ %
Defendants	_____ %
Total	_____ %

[Do not reduce the Plaintiff's total damages based on the percentage of negligence by any party. After you have answered these questions, the judge will compute the amount of damages for which the defendant is responsible based on the percentage of the defendant's negligence which you have decided proximately caused the Plaintiff's injuries.]

5) On the cause of action for breach of warranty, on which the Court has directed judgment in favor of the Plaintiff against the Defendants, we, the jury, award the following amount in damages:

\$ 500,000
(Preponderance of the Evidence)

6) On the cause of action for Breach of Fiduciary Duty, we, the jury, find for:

 Plaintiff
 Defendants

If you find for the Defendants as to this cause of action, go to question 7.
If you find for the Plaintiff as to this cause of action, please set forth the amount of actual damages, if any, resulting to the Plaintiff as a result of the breach of fiduciary duty:

\$ 1,000,000
(Preponderance of the Evidence)

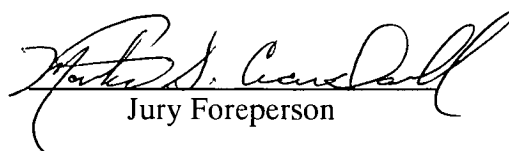
7. With regard to Plaintiff's claim for punitive damages, we the jury, by clear and convincing evidence, unanimously find that plaintiff is:

 Not entitled to punitive damages

✓ Entitled to punitive damages in the amount of:

\$ 1,000,000 Punitive Damages
(Clear and Convincing Evidence)

September 26, 2011
Charleston, South Carolina


Jury Foreperson