

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

Carl Owens Contracting, Inc.,
 Plaintiff

CASE NO.

v.

2018-CP-10-05367

Weyerhaeuser NR Company, et al.,
 Defendant.

**MOTION AND ORDER INFORMATION
FORM AND COVER SHEET**

Plaintiff's Attorney: Samuel M. Wheeler
Bar No. 101008
Address: P.O. Box 40578, Charleston, SC 29423

Defendant's Attorney: Jenna K. McGee
Bar No. 76891
Address: 200 Meeting Street, Suite 301
Charleston, SC 29401

phone: 843-760-0220 fax: 843-522-2678
email: swheeler@scnlaw.com other:

phone: 843-727-6315 fax: 843-727-2680
email: jennamcgee@parkerpoe.com other:

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
- FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
- PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II AND III)

SECTION I: Hearing Information

Nature of Motion: Weyerhaeuser NR Company's Motion to Compel Carl Owens Contracting, Inc.'s Discovery Responses

Estimated Time Needed: 15 minutes

Court Reporter Needed: YES NO

SECTION II: Motion/Order Type

- Written motion attached
- Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

William Owens
Signature of Attorney for Plaintiff / Defendant

8/27/19
Date Submitted

SECTION III: Motion Fee

- PAID – AMOUNT: 25.00
- EXEMPT: (check reason)
 - Rule to Show Cause in Child or Spousal Support
 - Domestic Abuse or Abuse and Neglect
 - Indigent Status State Agency v. Indigent Party
 - Sexually Violent Predator Act Post-Conviction Relief
 - Motion for Stay in Bankruptcy
 - Motion for Publication Motion for Execution (Rule 69, SCRPC)
 - Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
 - Other:

JUDGE'S SECTION

- Motion Fee to be paid upon filing of the attached order.
- Other:

JUDGE _____

CODE: _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____

Date Filed: _____

MOTION FEE COLLECTED: _____

CONTESTED – AMOUNT DUE: _____

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Carl Owens Contracting, Inc.,

Plaintiff,

vs.

Gulfside Supply, Inc. d/b/a Gulfeagle
Supply, Weyerhaeuser NR Company, and
Dixie Contracting, LLC,

Defendants.

Weyerhaeuser NR Company,

Third-Party Plaintiff,

vs.


Dixie Contracting, LLC and Don Ross,
LLC,

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS

Case No.: 2018-CP-10-05367

**MOTION TO COMPEL PLAINTIFF'S
RESPONSES TO WEYERHAEUSER NR
COMPANY'S FIRST SET OF
INTERROGATORIES AND REQUESTS
FOR PRODUCTION**

FILED
2019 AUG 27 PM 3:20
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

Pursuant to Rule 37(a) of the South Carolina Rules of Civil Procedure, Weyerhaeuser NR Company (“Weyerhaeuser”) respectfully moves the Court for an Order compelling Carl Owens Contracting, Inc. (“Plaintiff”) to serve complete responses to Weyerhaeuser’s Interrogatories and Requests for Production to Plaintiff, which were previously served on Plaintiff (the “Discovery Requests”). In support of its Motion, Weyerhaeuser shows the following:

1. Weyerhaeuser served its First Set of Interrogatories and Requests for Production on Plaintiff by Electronic Mail and U.S. Mail on April 17, 2019. A copy of the Discovery Requests are attached hereto as Exhibit A.

2. Under Rules 26, 33, and 34 of the South Carolina Rules of Civil Procedure, the deadline for Plaintiff’s responses to Weyerhaeuser’s Discovery Requests was May 17, 2019.

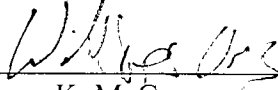
3. To date, Weyerhaeuser has not received Plaintiff's responses to Weyerhaeuser's Discovery Requests.

4. On July 19, 2019, Weyerhaeuser sent a written letter to Plaintiff's counsel concerning Plaintiff's overdue responses to Weyerhaeuser's Discovery Requests. The letter informed Plaintiff that Weyerhaeuser had not received Plaintiff's discovery responses and requested that Plaintiff provide responses to Weyerhaeuser's Discovery Requests by August 2, 2019, to avoid a motion to compel. A copy of that correspondence is attached hereto as Exhibit B.

5. To date, Weyerhaeuser has not received Plaintiff's responses to Weyerhaeuser's Discovery Requests.

WHEREFORE, Weyerhaeuser respectfully requests an Order compelling Plaintiff to fully answer and respond to Weyerhaeuser's Discovery Requests to Plaintiff.

PARKER POE ADAMS & BERNSTEIN LLP
200 Meeting Street, Suite 301
Charleston, SC 29401

By: 

Jenna K. McGee
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William G. DesChamps, IV
SC Bar # 100596
843-727-2669
willdeschamps@parkerpoe.com

Attorneys for Defendant Weyerhaeuser NR
Company

August 27, 2019

2018-08-10-5367

CERTIFICATE OF SERVICE

This is to certify that a copy of **MOTION TO COMPEL PLAINTIFF'S RESPONSES TO WEYERHAEUSER NR COMPANY'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION** has been served upon the following counsel of record by electronic mail and by placing the same in the United States mail, first class postage prepaid, addressed to the following as shown below this 27th day of August, 2019.

Steven L. Smith, Esquire
Zachary J. Closser, Esquire
Samuel M. Wheeler, Esquire
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Attorneys for Plaintiff Carl Owens Contracting, Inc.

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Savannah, GA 31401
hhester@wswgs.com
kmartin@wswgs.com

*Attorneys for Gulfside Supply, Inc. d/b/a
Gulfeagle Supply*

Celeste Mallett

Celeste Mallett, Legal Professional Assistant
PARKER POE ADAMS & BERNSTEIN LLP
200 Meeting Street, Suite 301
Charleston, SC 29401-2240

FILED
2019 AUG 27 PM 3:20
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Exhibit A



Jenna K. McGee
Partner
Telephone: 843.727.6302
Direct Fax: 843.727.2680
jennamcgee@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

April 17, 2019.

VIA EMAIL AND U.S. MAIL

Samuel M. Wheeler, Esquire
Smith Closser, P.A.
P.O. Box 40578
Charleston, SC 29423-0578

**Re: Carl Owens Contracting, Inc. v. Gulfside Supply, Inc. d/b/a Gulfeagle Supply
and Weyerhaeuser NR Company; Case No.: 2018-CP-10-05367**

Dear Sam:

Enclosed please find the following regarding the above matter:

1. Weyerhaeuser NR Company's First Set of Interrogatories to Plaintiff; and
2. Weyerhaeuser NR Company's First Set of Requests for Production to Plaintiff.

Please contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J.K.M.', with a long horizontal flourish extending to the right.

Jenna K. McGee

JKM/kjg
Enclosures

cc: All Counsel of Record (via email and U.S. Mail)

PPAB 4848657v1

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Carl Owens Contracting, Inc.,

Plaintiff,

vs.

Gulfside Supply, Inc. d/b/a Gulfeagle
Supply and Weyerhaeuser NR Company,

Defendants.

Weyerhaeuser NR Company,

Third-Party Plaintiff,

vs.

Don Ross, LLC,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

Case No.: 2018-CP-10-05367

**WEYERHAEUSER NR COMPANY'S
FIRST SET OF INTERROGATORIES TO
PLAINTIFF**

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Defendant Weyerhaeuser NR Company ("Weyerhaeuser"), by and through its undersigned counsel, hereby serves upon counsel for the Plaintiff Carl Owens Contracting, Inc., ("Plaintiff" or "You") the following First Set of Interrogatories to be answered by You within thirty (30) days of service hereof, exclusive of the date of service, which answers are to be served upon the undersigned. The following Interrogatories shall be deemed to continue from the time of service until the time of the trial of this case, such that if Your answers change, or need alteration or modification based on knowledge or information which You or Your attorney acquire after the service of Your responses, such new or amended answers promptly shall be transmitted by service of a copy thereof upon the undersigned in accordance with the South Carolina Rules of Civil Procedure.

DEFINITIONS

The following definitions shall apply throughout this document:

A. The term "document" means and includes the definition of that term as contained in Rule 34 of the South Carolina Rules of Civil Procedure, including, but not limited to, any kind of tangible material, whether written, recorded, microfilmed, microfiched, photographed, computerized, reduced to an electronic or magnetic impulse, or otherwise preserved or rendered, and also including, but not limited to, papers, agreements, contracts, notes, memoranda, correspondence, letters, telegrams, telexes, statements, invoices, record books, reports, studies, analyses, minutes, records, accounting and financial books, transcriptions, negotiable instruments, deeds, deeds of trust, photographs, books, pamphlets, catalogues, brochures, extracts, working papers, charts, diaries, indices, tapes, wires, films, data sheets and cards, recordings, and any and all other written, printed, recorded, transcribed, punched, taped, typed, filmed, duplicated, reproduced, or other tangible matter in Your possession, custody, or control, including, but not limited to, originals, all file copies, all other copies, no matter how or by whom prepared, and all drafts prepared in connection with such writings.

B. The term "identify" when used herein in connection with natural persons means to state their full name, title, and job descriptions, if applicable, and their present business and resident addresses and phone numbers (this term applies to all individuals). The term "identify" when used in connection with business entities means to state the business name and present address of each said entity.

C. If any of these Interrogatories cannot be answered in full, You are asked to answer to the fullest extent possible, specify the reason for Your inability to answer the

remainder of the Interrogatory, and state whatever information or knowledge You have concerning the unanswered portion.

D. The term “person” or “persons” means any natural person, individual, firm, cooperative, partnership, association, joint venture, corporation, governmental agency or other organization, or legal or business entity, including, but not limited to, any party to this litigation.

E. The term “contact information” shall be construed to mean, as applicable, the name, address, telephone number, facsimile number, and e-mail address of an entity or person.

F. “Plaintiff,” “You,” and “Your” refer to the Plaintiff, Carl Owens Contracting, Inc., including any person or persons acting on their behalf, including, but not limited to, attorneys, agents, managers, officers, directors, advisors, investigators, representatives, and employees.

G. The “Property” refers to the structure that is the subject of this lawsuit located, upon information and belief, at 2762 Goldbug Ave., Sullivan's Island, South Carolina.

H. “Communication” includes any statement or utterance, whether written or oral, made by one person to another, or in the presence of another, and any document (as defined above) delivered or sent from one person to another.

I. The terms “regarding,” “relating to,” “relate to,” and “related to” mean directly or indirectly, expressly or implied, mentioning, describing, pertaining to, being connected with, or reflecting upon the subject matter of the specific request.

J. The term “and” as well as the term “or” shall have both conjunctive and disjunctive meanings, and the terms “each,” “any,” and “all” shall mean “each and every.”

K. Whenever appropriate, the singular form of a word shall also be interpreted as plural, and the plural form of a word shall also be interpreted as a singular.

INTERROGATORIES

1. Identify with particularity and in detail each and every complaint, whether written or oral, You have received since substantial completion of original construction of the Property relating to the roof of the Property, and, for each complaint, describe the nature of the complaint, the date on which the complaint was made, to whom the complaint was made, by whom the complaint was made, and the ultimate resolution of such complaint.

2. Set forth with specificity and detail any and all investigations and/or work, including any and all repairs, on the roof of the Property after substantial completion of original construction of the Property, setting forth for each the dates on which the investigation/work was performed, the nature of the investigation/work, and who performed the investigation/work.

3. Identify each instance when You, or someone acting on Your behalf, removed one or more of the cedar roofing shingles that had been installed on the roof of the Property. For each instance, state: (a) the date(s) on which the shingles were removed; (b) the approximate number of shingles removed; (c) whether any of the shingles have been retained and, if so, the approximate number that were retained; and (d) the current location of the retained shingles.

4. Describe in full detail the scope of any and all remedial work in connection with the roof at the Property, including: (a) an identification of any documents setting forth the scope of remedial work; (b) specific descriptions of the work performed; (c) a listing of all persons or entities involved with the remedial work; (d) the costs of the remedial work; and (e) the starting and end date of the remedial work.

5. Describe in full detail the scope of remedial work that You, or someone on Your behalf, has agreed to perform (but which has not yet been performed) in connection with the roof at the Property, including: (a) an identification of any documents setting forth the scope of

remedial work; (b) specific descriptions of the work to be performed; (c) a listing of all persons or entities who will be involved with the remedial work; (d) the estimated costs of the remedial work; and (e) the estimated starting date and completion schedule.

6. List the names, addresses, and telephone numbers of all persons who have provided any bids, estimates, or scope of work proposals for any work on the roof of the Property, including during original construction and any remedial work.

7. Set forth a list of all subcontractors (including 2nd and 3rd tier) that performed work on the roof of the Property, including during original construction and any remedial work, and provide a specific date range and scope of work for each person/entity.

8. Identify all companies or individuals that provided designs, drawings, and/or specifications for the roof of the Property. If the work was divided between more than one person or entity, identify the specific portion of the work performed by each.

9. Identify by date and subject matter all contracts and/or written agreements between You and an owner of the Property pertaining to the Property.

10. Identify by date and subject matter all contracts and/or written agreements between You and any person or entity pertaining to the roof of the Property.

11. Identify the name and contact information for each owner of the Property.

12. Identify the name and contact information of any person who communicated with You on behalf of an owner of the Property, including but not limited to any legal counsel for the homeowner.

13. State the date on which a certificate of occupancy was issued for the Property.

14. Identify the date on which You provided first notice to Weyerhaeuser of the homeowner's claim for damage at the Property, and describe in detail the author and content of

the notice, method of service, identity of the individual served with the notice, and address where service was completed.

15. Identify the name and contact information of each and every person whom You contend communicated on behalf of Weyerhaeuser with You or anyone else involved with the construction of the Property regarding the construction of the Property or any product installed thereon.

16. Identify the name and contact information of each and every person whom You contend communicated on behalf of Gulfside Supply, Inc. d/b/a Gulfeagle Supply with You or anyone else involved with the construction of the Property regarding the construction of the Property or any product installed thereon.

17. Identify any and all correspondence between You and Weyerhaeuser regarding the Property or any products installed thereon.

18. Identify any and all correspondence between You and Gulfside Supply, Inc. d/b/a Gulfeagle Supply regarding the Property or any products installed thereon.

19. Identify all false representations referenced in paragraph 30 of Plaintiff's Complaint that You contend were made by Weyerhaeuser, including in Your answer for each: (a) who made it; (b) to whom it was made; (c) the date on which it was made; and (d) the specific contents of the representations.

20. Separately identify with specificity and in detail each warranty and/or guarantee, whether written or oral, or whether express or implied, You contend was made by Weyerhaeuser, relating in any manner to any materials, work, or services provided in connection with the Property, and for each such warranty or guarantee state: (a) who made it; (b) to whom it was made; and (c) the specific representations made.

21. Separately identify with specificity and in detail each warranty and/or guarantee, whether written or oral, or whether express or implied, You contend was made by any person or entity, relating in any manner to any materials, work, or services provided in connection with the cedar roofing shingles of the Property, and for each such warranty or guarantee state: (a) who made it; (b) to whom it was made; and (c) the specific representations made.

22. Identify all purchase orders, invoices, delivery tickets, bills of lading or other documentation regarding the cedar roofing shingles used in the Property.

23. List all documents and other evidence that supports Your contention that cedar roofing shingles sold by Weyerhaeuser were installed at the Property.

24. Specify each and every fault or defect with the cedar roofing shingles that You contend has led to damage at the Property. Identify all evidence that You contend supports Your position as to the alleged fault or defect.

25. Identify with specificity each and every wrongful act, omission, negligence, breaches, and/or representation made by Weyerhaeuser which You allege has caused You damage.

26. Identify all experts whom You may call to testify in this action, and, for each expert, set forth the following: (a) the expert's qualifications; (b) all opinions the expert may offer or otherwise testify to in this action relative to this defendant; (c) all documents, materials, reports, articles, treatises or other information the expert will rely upon in forming such opinions; and (d) a summary of the expert's prior history of consultation and/or testimony in legal matters.

27. Provide a detailed calculation of each element of damages claimed by You in this action and list each document that You used to provide information to calculate these damages.

28. Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to any claim against You, in this lawsuit or not, regarding the roof at the Property and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.

29. State whether You have made a claim to any insurance companies regarding claimed damages at the roof at the Property and, if so, state the name of the insurance company, the date of the claim, the nature of the claim, and the ultimate resolution of the claim.


30. List the names and addresses of all companies which issued any type of bond, including any performance bond, related to the design and/or construction of the premises in question and set forth the number or numbers of the bonds and the amount of the bonds.

31. State the names and addresses of all persons assisting in any way or taking part in the answering of these Weyerhaeuser's Interrogatories and/or Requests for Production to You, and list the particular Interrogatories and Requests for Production for which the individual provided information.

32. Have You withheld any information regarding any of Weyerhaeuser's Interrogatories to You, or not produced any documents requested in Weyerhaeuser's Requests for Production to You? If so, please identify those documents withheld and describe the legal and factual basis for their non-production.

PARKER POE ADAMS & BERNSTEIN LLP
200 Meeting Street, Suite 301
Charleston, SC 29401

By: _____


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willdeschamps@parkerpoe.com

Attorneys for Defendant Weyerhaeuser NR
Company

April 17, 2019

CERTIFICATE OF SERVICE


This is to certify that a copy of **WEYERHAEUSER NR COMPANY'S FIRST SET OF INTERROGATORIES TO PLAINTIFF** has been served upon the following counsel of record by electronic mail and by placing the same in the United States mail, first class postage prepaid, addressed to the following as shown below this 17th day of April, 2019.

Steven L. Smith, Esquire
Zachary J. Closser, Esquire
Samuel M. Wheeler, Esquire
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Attorneys for Plaintiff Carl Owens Contracting, Inc.

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*Attorneys for Gulfside Supply, Inc. d/b/a
Gulfeagle Supply*



PARKER POE ADAMS & BERNSTEIN LLP
200 Meeting Street, Suite 301
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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Carl Owens Contracting, Inc.,

Plaintiff,

vs.

Gulfside Supply, Inc. d/b/a Gulfeagle
Supply and Weyerhaeuser NR Company,

Defendants.

Weyerhaeuser NR Company,

Third-Party Plaintiff,

vs.

Don Ross, LLC,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

Case No.: 2018-CP-10-05367

**WEYERHAEUSER NR COMPANY'S
FIRST SET OF REQUESTS FOR
PRODUCTION TO PLAINTIFF**

Pursuant to Rules 26 and 34 of the South Carolina Rules of Civil Procedure, Defendant Weyerhaeuser NR Company ("Weyerhaeuser"), by and through its undersigned counsel, hereby serves upon counsel for the Plaintiff, Carl Owens Contracting, Inc., ("Plaintiff") the following Requests for Production of materials and documents to be answered in the manner required under the South Carolina Rules of Civil Procedure within thirty (30) days of service, exclusive of the date of service, which responses are to be served upon the undersigned. These Requests shall be deemed continuing and to require supplemental responses if Defendants and Third-Party Defendants obtain further documents or materials at any time between the date of production and the conclusion of trial.

DEFINITIONS

The following definitions shall apply throughout this document:

A. The term “document” means and includes the definition of that term as contained in Rule 34 of the South Carolina Rules of Civil Procedure, including, but not limited to, any kind of tangible material, whether written, recorded, microfilmed, microfiched, photographed, computerized, reduced to an electronic or magnetic impulse, or otherwise preserved or rendered, and also including, but not limited to, papers, agreements, contracts, notes, memoranda, correspondence, letters, telegrams, telexes, statements, invoices, record books, reports, studies, analyses, minutes, records, accounting and financial books, transcriptions, negotiable instruments, deeds, deeds of trust, photographs, books, pamphlets, catalogues, brochures, extracts, working papers, charts, diaries, indices, tapes, wires, films, data sheets and cards, recordings, and any and all other written, printed, recorded, transcribed, punched, taped, typed, filmed, duplicated, reproduced, or other tangible matter in Your possession, custody, or control, including, but not limited to, originals, all file copies, all other copies, no matter how or by whom prepared, and all drafts prepared in connection with such writings.

B. “Plaintiff,” “You” and “Your” refer to the Plaintiff, Carl Owens Contracting, Inc., including any person or persons acting on their behalf, including, but not limited to, attorneys, agents, managers, officers, directors, advisors, investigators, representatives, and employees.

C. “Property” refer to the structure that is the subject of this lawsuit located, upon information and belief, at 2762 Goldbug Ave., Sullivan's Island, South Carolina.

D. The term “person” or “persons” means any natural person, individual, firm, cooperative, partnership, association, joint venture, corporation, governmental agency or other organization, or legal or business entity, including, but not limited to, any party to this litigation.

E. The term “contact information” shall be construed to mean, as applicable, the name, address, telephone number, facsimile number, and e-mail address of an entity or person.

H. “Communication” includes any statement or utterance, whether written or oral, made by one person to another, or in the presence of another, and any document (as defined above) delivered or sent from one person to another.

I. The terms “relating to,” “relate to,” and “related to” mean directly or indirectly, expressly or implied, mentioning, describing, pertaining to, being connected with, or reflecting upon the subject matter of the specific request.

J. The term “and” as well as the term “or” shall have both conjunctive and disjunctive meanings, and the terms “each,” “any,” and “all” shall mean “each and every.”

K. Whenever appropriate, the singular form of a word shall also be interpreted as plural, and the plural form of a word shall also be interpreted as a singular.

GENERAL INSTRUCTIONS

In addition to those instructions set forth in Rule 34 of the South Carolina Rules of Civil Procedure, the following instructions shall also apply with regard to these Requests for Production.

A. Each Request for Production extends to all documents and things in Your possession, custody, or control or the possession, custody, or control of anyone acting on Your behalf. A document or thing is to be deemed in Your possession, custody, or control if: (1) it is in Your physical custody, or (2) it is in the physical custody of any other person, and You (a) own such document or thing in whole or in part, (b) have a right, by contract, statute or otherwise, to use, inspect, examine, or copy such document or thing on any terms, (c) have an understanding, express or implied, that You may use, inspect, examine, or copy such document or thing on any terms, or

(d) have, as a practical matter, been able to use, inspect, examine, or copy such document or thing when You sought to do so.

B. If production is requested of a document or thing that is no longer in Your possession, custody, or control, the answer should state: (1) when the document or thing was most recently in Your possession, custody, or control, (2) the disposition made of the document or thing, and (3) the identity of the person, if any, presently in possession, custody, or control of such document or thing. If the document or thing has been destroyed, the answer should also state: (1) the reason for its destruction, (2) the identity of the person who destroyed the document or thing, and (3) the identity of the person who directed that the document or thing be destroyed.

C. Provide the following information for each document withheld on the basis of an assertion of privilege: (1) its date; (2) its title; (3) its author; (4) its addressee; (5) the identity of each person who received or saw the original or any copy of such document; (6) the claim of privilege under which it is withheld; (7) its general subject matter; (8) its present custodian; and (9) a description of the document that You would consider adequate to support Your contention that it is privileged.

D. If You cannot provide some or any of the requested documents or things (after exercising due diligence to secure them), so state and provide the documents or things requested to the extent possible, specifying the reason for Your inability to produce the remainder of the documents or things and stating whatever information or knowledge You have concerning the documents or things not produced.

E. The Requests for Production of documents set forth below are continuing so as to require, whenever necessary, continuing production and supplementation of responses between the initial date for production set forth above and the completion of trial.

REQUESTS FOR INSPECTION

1. Please make available for inspection by Weyerhaeuser and its undersigned counsel all cedar roofing shingles in Your possession that had previously been installed on the roof of the Property that You, or someone acting on Your behalf, removed from the roof of the Property after receiving notice from the homeowner of claimed damage to the roof of the Property.

REQUESTS FOR PRODUCTION

1. All documents identified in Your Answers to Weyerhaeuser's Interrogatories to You or which were relied upon or referred to by You in answering Weyerhaeuser's Interrogatories to You.

2. Any and all photographs, plats, sketches, or other prepared documents that relate to the roof of the Property and any claim or defense in this case.

3. All statements or recordings of witnesses or persons who have knowledge of any facts or documents, writings, or recordings that relate to the roof of the Property and concern any claim or defense in this case.

4. All documents and things which You may introduce as exhibits at the trial of this matter.

5. All documents and things not produced in response to the preceding Request for Production which You may use or rely on at the trial of this matter, including all documents or things which You anticipate You may use on cross-examination or for impeachment.

6. Any and all documents containing or evidencing any warranty and/or guarantee made by any party or non-party to this action in connection with the roof of the Property or any materials or products installed thereon.

7. All documents containing and evidencing the terms of any settlement of claims entered into between You and an owner of the Property regarding claimed damages or defects to or on the roof of the Property.

8. All documents containing and evidencing any agreement to perform repairs or other remedial work to the roof of the Property.

9. Any and all documents containing or evidencing any false representation referenced in paragraph 30 of Plaintiff's Complaint that You contend was made by Weyerhaeuser.

10. All documents relating to any complaints by any person concerning any claimed damage or deficiency regarding the roof of the Property and any response to said complaints.

11. All documents containing or evidencing any notice You provided to Weyerhaeuser of any complaints by any person concerning any claimed damage or deficiency regarding the roof of the Property.

12. All documents containing or evidencing any communication between You and an owner of the Property, including anyone acting on behalf of the owner to include legal counsel, regarding the roof of the property or any materials installed thereof and/or any claimed defects or damages to the roof of the property or any materials installed thereof.

13. All documents containing or evidencing any communication between You and Weyerhaeuser, including any owner, representative, employee or agent thereof or anyone else acting on its behalf to include legal counsel, regarding the Property or any products installed thereon.

14. All documents containing or evidencing any communication between You and Gulfside Supply, Inc. d/b/a Gulfeagle Supply, including any owner, representative, employee or

agent thereof or anyone else acting on its behalf to include legal counsel, regarding the Property or any products installed thereon.

15. All documents containing or evidencing any communication between You and Don Ross, LLC, including any owner, representative, employee or agent thereof or anyone else acting on its behalf to include legal counsel, regarding the roof of the Property or any products installed thereon.

16. All documents containing or evidencing communication between You and any person or entity that has performed any work on or repairs to the roof of the Property or any investigation thereof, including any owner, representative, employee or agent thereof or anyone else acting on its behalf to include legal counsel.

17. Any and all files, contracts, photographs, slides, videotapes, data compilations, brochures, plats, sketches, diagrams, installation instructions, product descriptions, sales literature, specifications, or reports pertaining to any materials or products installed on the roof of the Property.

18. All architectural, engineering, structural, or any other design drawings, plan, and specifications for the roof of the Property.

19. All work orders, memos, letters, contracts, or other documents relating to the design, construction, maintenance, or repair of the roof of the Property.

20. All documents used in computing the damages claimed by Plaintiff in this action.

21. All reports, notes, memoranda, correspondence, or other documents prepared by You relating to maintenance, repair, renovation, or alleged defects in design or construction of the roof of the Property.

22. With regard to any expert witnesses identified in Your answers to Weyerhaeuser's Interrogatories to You, please produce the following:

- (a) All documents prepared by the expert;
- (b) All documents You sent to the expert;
- (c) All documents relied upon by the expert;
- (d) All documents used, consulted, or reviewed by the expert;
- (e) All documents setting forth any compensation agreement with the expert;
- (f) All documents that have been or will be shown to the expert prior to trial testimony; and
- (g) All documents, including a current curriculum vitae, that will or may be used to establish the expert's qualifications for trial purposes.

23. All investigative reports and any and all correspondence to or from any investigator or consultant retained to investigate the roof of the Property after substantial completion of original construction of the Property.

24. All applications for building permits and the building permits themselves which relate to the Property.

25. Any certificate of occupancy relating to the Property.

26. All documents contained in Your Project File pertaining to the roof of the Property or pertaining to any person or entity that performed work on or provided materials for the roof of the Property.

27. All contracts and change orders, including all proposals, related to or in any way pertaining to the roof of the Property or any materials installed thereon.

28. All notes, memoranda, correspondence, or other documents relating to when any alleged defect at the roof of Property was discovered and by whom.

29. All correspondence, invoices, cancelled checks, purchase orders, payment records, or other documents to or from Weyerhaeuser.

30. All invoices, cancelled checks, purchase orders, payment records, or other documents to or from any person or entity that performed work on or provided materials for the roof of the Property.

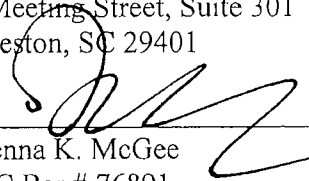
31. Any and all documents, records, photographs, objects, or other materials of any nature which You have obtained in response to subpoena, Freedom of Information Act requests, or other document requests You have served on any person, entity, or organization in this case which mention, describe, or pertain in any manner to the Property.

32. Copies of any and all insurance policies which may provide insurance coverage relating to any claim against You regarding the roof at the Property including, but not limited to, copies of the certificates of insurance and any additional insured endorsements, all from the time of construction of the Property to the present.

33. Any documents containing or evidencing a communication between You and any insurance company which have liability insurance coverage relating to any claim against You, in this lawsuit or not, regarding the roof at the Property.

PARKER POE ADAMS & BERNSTEIN LLP
200 Meeting Street, Suite 301
Charleston, SC 29401

By: _____


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Attorneys for Defendant Weyerhaeuser NR
Company

April 17, 2019

CERTIFICATE OF SERVICE


This is to certify that a copy of **WEYERHAEUSER NR COMPANY'S FIRST SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF** has been served upon the following counsel of record by electronic mail and by placing the same in the United States mail, first class postage prepaid, addressed to the following as shown below this 17th day of April, 2019.

Steven L. Smith, Esquire
Zachary J. Closser, Esquire
Samuel M. Wheeler, Esquire
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*Attorneys for Gulfside Supply, Inc. d/b/a
Gulfeagle Supply*



PARKER POE ADAMS & BERNSTEIN LLP
200 Meeting Street, Suite 301
Charleston, SC 29401-2240

Exhibit B



William G. DesChamps, IV
Associate
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willdeschamps@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

July 19, 2019

VIA EMAIL AND U.S. MAIL

Samuel M. Wheeler, Esquire
Smith Closser, P.A.
P.O. Box 40578
Charleston, SC 29423-0578

Re: Carl Owens Contracting, Inc. v. Gulfside Supply, Inc. d/b/a Gulfeagle Supply and Weyerhaeuser NR Company; Case No.: 2018-CP-10-05367

Dear Sam:

Our files for the above-referenced matter reflect that on April 17, 2019, Defendant Weyerhaeuser NR Company served Interrogatories and Requests for Production on Plaintiff Carl Owens Contracting, Inc. To date, we have not received Plaintiff's responses. We would appreciate it if you would please provide responses no later than **August 2, 2019**.

We would like to resolve this issue with you without seeking the Court's involvement. Please kindly provide us with your responses and documents by August 2, 2019, so that we may avoid filing a Motion to Compel.

Thank you for your prompt attention to this matter, and we look forward to hearing from you.

Sincerely,



William G. DesChamps, IV

WGD/kjg



William G. DesChamps, IV
Associate
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Direct Fax: 843.727.2680
willdeschamps@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

August 27, 2019

VIA HAND DELIVERY

The Honorable Julie Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

**Re: Carl Owens Contracting, Inc. v. Gulfside Supply, Inc. d/b/a Gulfeagle Supply
and Weyerhaeuser NR Company; Case No.: 2018-CP-10-05367**

Dear Ms. Armstrong:

Enclosed for filing please find an original and a copy of Motion to Compel Plaintiff's Responses to Weyerhaeuser NR Company's First Set of Interrogatories and Requests for Production, along with a Motion Slip and the filing fee. Please file the original and return a file-stamped copy to me with the courier.

Thank you for your attention to this matter.

Sincerely,



William G. DesChamps, IV

WGD/kjg
Enclosures

cc: All Counsel of Record (via email and U.S. Mail)

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