

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

C.A. No. 2023-CP-40-04319

Cedric T. Montgomery;
Datron Smith;
Anthony Anderson;
Myeisha Marshall, individually and as parent
or guardian of V.H-M (minor), H.B. (minor),
J.H. (minor) and N.G. (minor);
Jessica E. Adger, individually and as parent or
guardian of J.M. (minor);
Veronica M. Johnson;
Casandra A. Taylor;
Michelle R. Glover, individually and as parent
or guardian of M.J.C. (minor);
Larry L. Cousins-Glover;
Melan J. Cousins, Jr.;
Green O. Thaxton, III;
Delphine Spann;
Sophie L. Snow, individually and as parent or
guardian of T.J.S. (minor);
Lucille S. Sims;
Patricia B. Jenkins;
Tarena M. Robinson, individually and as
parent or guardian of S.R.S. (minor);
Ronald H. Collins;
Shaneria T. Govan, individually and as parent
or guardian of N.E.J. (minor) and N.E.J.
(minor);
Britney P. Jones, individually and as parent or
guardian of K.L.J. (minor), D.J.M. (minor)
and K.P.T. (minor);
Elisha K. Zimmerman, individually and as
parent of J.D.G. (minor) and J.K.M. (minor);
Angela C. Ladson;
Isaac L. Bostick, Jr., as personal
representative of the Estate of Shirley A.
Bostick;
Sylvan Portee;
Gregory P. Boyd;

SUMMONS

Lavice P. Goodwin;
Anna K. Jennings;
Beverly A. Allen;
Florence L. Jennings, individually and as
parent or guardian of K.L.S.J. (minor);
Ira R. Reuss;
Peter J. Williams;
Frances E. Gibson, individually and as parent
or guardian of M.G. (minor) and M.G.
(minor);
Someeka M. McCray, individually and as
parent or guardian of J.W. (minor);
Lakeeva B. Ross;
James R. Ross;
Lamarsha Murray;
Willie Jones, Jr.;
Lashawn R. Banks, individually and as parent
or guardian of M.O.H. (minor), M.E.B.
(minor) and B.J.K.B-D (minor);
Kenne'de L. Banks;
Ocie C. Hightower, individually and as parent
or guardian of L.J. (minor);
Alice T. Hammond;
Patricia Bethel;
Bobby L. Jennings;
Tekeyla C. Jones, individually and as parent
or guardian of T.A.J., Jr. (minor), C.E.M.
(minor), M.O.N. (minor) and S.E.J-E (minor);
James H. Mitchem;
Diamond R. Robinson;
Whittney Craig, individually and as parent or
guardian of J.C. (minor);
Brittany D. Stephens, individually and as
parent or guardian of A.N.B. (minor) and
S.D.C. (minor);
TiLeila L. Mitchell, as personal representative
of the Estate of Leila B. Mitchell;
Precious D. Foster;

Toddrica Smith, individually and as parent or guardian of D-C.R., Jr. (minor);
Trinity C. Williams;
Darron T. Tucker;
Kenasha T. Thomas, individually and as parent of J.T. (minor);
Elmer L. Dean, Jr.;
Gregory Weston;
Kristy R. Bethel, individually and as parent or guardian of M.B. (minor);
Arthur J. Miller;
Irene M. Jackson;
Reginald Craig;
Leslie M. Wright;
Roderick N. Johnson;
John W. Bagley;
Harold X. Taylor;
Shirena Bennett, f/k/a Shirena Belton, individually and as parent or guardian of T.F. (minor), A.F. (minor) and T.B. (minor);
Khaylis C. Scott, as parent or guardian of D.J.M. (minor),
Tammy L. Basinger, as parent or guardian of A.A.R. (minor);
Jose L. Rivera, individually and as parent and guardian of M.L.R. (minor);
Louise R. Jacobs;
Tyronica A. Johnson;
Marjorie A. Miller, individually and as parent of J.M.-H. (minor);
Tony A. Dean;
Virginia M. Johnson;
Latifah C. Anderson, individually and as parent or guardian of C.C.A. (minor);
Dion P. Morgan;
Eloise Mazyck;
Daytwon McMichael, as personal representative of the Estate of Blondell McMichael;

Marina L. Trapp, individually and as parent or guardian of M.L.J. (minor) and D.M.J. (minor);
 Lavon L. Robinson, individually and as parent or guardian of J.L.U. (minor);
 Vincent E. Marks;
 Irene R. Rankin;
 Navetta S. Sims, individually and as parent or guardian of Z.S. (minor), D.S. (minor) and S. L.-S. (minor);
 Donte L. Sumter, individually and as parent or guardian of M.D.S. (minor);
 Sylvester Hayes, III;
 Patricia A. Alston;
 Latoya J. Walker;
 Ta'Heim K. Williams;
 Shuqwanna D. Folk, as parent or guardian of T.J.A. (minor);
 Donald D. Coleman;
 Tonya R. Sims, individually and as parent or guardian of J.J.E.W. (minor);
 Vickie A. Corley;
 Rita A. Bull;
 Tydarius S. Snow;
 Alinzo W. McCloud;
 Latoya M. Mitchell, individually and as parent or guardian of J.J.V. (minor) and L.A.V. (minor);
 Ty'ilor Z. Sims;
 Jameshia D. White, individually and as parent or guardian of J.M. (minor), A.S.W. (minor), A.J.R. (minor), A.P.L.S.H. (minor) and M.J.B. (minor);
 Jahmia K. Walker;
 Jazmin L. Upshaw;
 Dorothy L. Miller;
 Deitra N. McMillian;
 Nehemiah J. Cunningham;
 Daijan A. Cunningham; and
 Rule T. Sumter.

Plaintiffs,

v.

Housing Authority of the City of Columbia
a/k/a Columbia Housing Authority,

Defendant.

TO: HOUSING AUTHORITY OF THE CITY OF COLUMBIA A/K/A COLUMBIA
HOUSING AUTHORITY

YOU ARE HEREBY SUMMONED and required to answer the Third Amended Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Second Amended Complaint upon the subscriber at his office at 140 Wildewood Park Drive, Suite A, Columbia, South Carolina, 29223 within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Second Amended Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Second Amended Complaint.

PROFFITT & COX, LLP

s/ David Proffitt

David Proffitt, SC Bar ID No. 11193
Ronald B. Cox, SC Bar ID No. 11129
140 Wildewood Park Drive, Suite A
Columbia, S.C. 29223
Telephone: (803) 834-7097
Fax: (888) 711-1057
Email: dproffitt@proffittcox.com
Email: rcox@proffittcox.com

Attorneys for Plaintiffs

September 25, 2024

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

C.A. No. 2023-CP-40-04319

Cedric T. Montgomery;
 Datron Smith;
 Anthony Anderson;
 Myeisha Marshall, individually and as parent
 or guardian of V.H-M (minor), H.B. (minor),
 J.H. (minor) and N.G. (minor);
 Jessica E. Adger, individually and as parent or
 guardian of J.M. (minor);
 Veronica M. Johnson;
 Casandra A. Taylor;
 Michelle R. Glover, individually and as parent
 or guardian of M.J.C. (minor);
 Larry L. Cousins-Glover;
 Melan J. Cousins, Jr.;
 Green O. Thaxton, III;
 Delphine Spann;
 Sophie L. Snow, individually and as parent or
 guardian of T.J.S. (minor);
 Lucille S. Sims;
 Patricia B. Jenkins;
 Tarena M. Robinson, individually and as
 parent or guardian of S.R.S. (minor);
 Ronald H. Collins;
 Shaneria T. Govan, individually and as parent
 or guardian of N.E.J. (minor) and N.E.J.
 (minor);
 Britney P. Jones, individually and as parent or
 guardian of K.L.J. (minor), D.J.M. (minor)
 and K.P.T. (minor);
 Elisha K. Zimmerman, individually and as
 parent of J.D.G. (minor) and J.K.M. (minor);
 Angela C. Ladson;
 Isaac L. Bostick, Jr., as personal
 representative of the Estate of Shirley A.
 Bostick;
 Sylvan Portee;
 Gregory P. Boyd;

THIRD AMENDED COMPLAINT
(JURY TRIAL DEMANDED)

Lavice P. Goodwin;
Anna K. Jennings;
Beverly A. Allen;
Florence L. Jennings, individually and as
parent or guardian of K.L.S.J. (minor);
Ira R. Reuss;
Peter J. Williams;
Frances E. Gibson, individually and as parent
or guardian of M.G. (minor) and M.G.
(minor);
Someeka M. McCray, individually and as
parent or guardian of J.W. (minor);
Lakeeva B. Ross;
James R. Ross;
Lamarsha Murray;
Willie Jones, Jr.;
Lashawn R. Banks, individually and as parent
or guardian of M.O.H. (minor), M.E.B.
(minor) and B.J.K.B-D (minor);
Kenne'de L. Banks;
Ocie C. Hightower, individually and as parent
or guardian of L.J. (minor);
Alice T. Hammond;
Patricia Bethel;
Bobby L. Jennings;
Tekeyla C. Jones, individually and as parent
or guardian of T.A.J., Jr. (minor), C.E.M.
(minor), M.O.N. (minor) and S.E.J-E (minor);
James H. Mitchem;
Diamond R. Robinson;
Whittney Craig, individually and as parent or
guardian of J.C. (minor);
Brittany D. Stephens, individually and as
parent or guardian of A.N.B. (minor) and
S.D.C. (minor);
TiLeila L. Mitchell, as personal representative
of the Estate of Leila B. Mitchell;
Precious D. Foster;

Toddrica Smith, individually and as parent or guardian of D-C.R., Jr. (minor);
Trinity C. Williams;
Darron T. Tucker;
Kenasha T. Thomas, individually and as parent of J.T. (minor);
Elmer L. Dean, Jr.;
Gregory Weston;
Kristy R. Bethel, individually and as parent or guardian of M.B. (minor);
Arthur J. Miller;
Irene M. Jackson;
Reginald Craig;
Leslie M. Wright;
Roderick N. Johnson;
John W. Bagley;
Harold X. Taylor;
Shirena Bennett, f/k/a Shirena Belton, individually and as parent or guardian of T.F. (minor), A.F. (minor) and T.B. (minor);
Khaylis C. Scott, as parent or guardian of D.J.M. (minor),
Tammy L. Basinger, as parent or guardian of A.A.R. (minor);
Jose L. Rivera, individually and as parent and guardian of M.L.R. (minor);
Louise R. Jacobs;
Tyronica A. Johnson;
Marjorie A. Miller, individually and as parent of J.M.-H. (minor);
Tony A. Dean;
Virgina M. Johnson;
Latifah C. Anderson, individually and as parent or guardian of C.C.A. (minor);
Dion P. Morgan;
Eloise Mazyck;
Daytwon McMichael, as personal representative of the Estate of Blondell McMichael;

Marina L. Trapp, individually and as parent or guardian of M.L.J. (minor) and D.M.J. (minor);
 Lavon L. Robinson, individually and as parent or guardian of J.L.U. (minor);
 Vincent E. Marks;
 Irene R. Rankin;
 Navetta S. Sims, individually and as parent or guardian of Z.S. (minor), D.S. (minor) and S. L.-S. (minor);
 Donte L. Sumter, individually and as parent or guardian of M.D.S. (minor);
 Sylvester Hayes, III;
 Patricia A. Alston;
 Latoya J. Walker;
 Ta'Heim K. Williams;
 Shuqwanna D. Folk, as parent or guardian of T.J.A. (minor);
 Donald D. Coleman;
 Tonya R. Sims, individually and as parent or guardian of J.J.E.W. (minor);
 Vickie A. Corley;
 Rita A. Bull;
 Tydarius S. Snow;
 Alinzo W. McCloud;
 Latoya M. Mitchell, individually and as parent or guardian of J.J.V. (minor) and L.A.V. (minor);
 Ty'ilor Z. Sims;
 Jameshia D. White, individually and as parent or guardian of J.M. (minor), A.S.W. (minor), A.J.R. (minor), A.P.L.S.H. (minor) and M.J.B. (minor);
 Jahmia K. Walker;
 Jazmin L. Upshaw;
 Dorothy L. Miller;
 Deitra N. McMillian;
 Nehemiah J. Cunningham;
 Daijan A. Cunningham; and
 Rule T. Sumter.

Plaintiffs,

v.

Housing Authority of the City of Columbia
a/k/a Columbia Housing Authority,

Defendant.

Plaintiffs, by and through their undersigned counsel, and complaining of the Defendant above-named, would show this Court:

PARTIES

1. Plaintiff Cedric T. Montgomery is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant Housing Authority of the City of Columbia a/k/a Columbia Housing Authority (“CHA”), and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

2. Plaintiff Datron Smith is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

3. Plaintiff Anthony Anderson is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

4. Myeisha Marshall, individually and as parent or guardian of V.H-M (minor), H.B. (minor), J.H. (minor) and N.G. (minor), are residents of Prince Georges County, Maryland, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by

Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

5. Plaintiff Jessica E. Adger, individually and as parent or guardian of J.M. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

6. Plaintiff Veronica M. Johnson is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

7. Plaintiff Casandra A. Taylor is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

8. Plaintiff Michelle R. Glover, individually and as parent or guardian of M.J.C. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

9. Plaintiff Larry L. Cousins-Glover is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

10. Plaintiff Melan J. Cousins, Jr. is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

11. Plaintiff Green O. Thaxton, III, is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

12. Plaintiff Delphine Spann is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

13. Plaintiff Sophie L. Snow, individually and as parent or guardian of T.J.S. (minor) are residents of Mecklenburg County, North Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

14. Plaintiff Lucille S. Sims is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

15. Plaintiff Patricia B. Jenkins is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by

Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

16. Plaintiff Tarena M. Robinson, individually and as parent or guardian of S.R.S. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

17. Plaintiff Ronald Collins is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

18. Plaintiff Shaneria T. Govan, individually and as parent or guardian of N.E.J. (minor) and N.E.J. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

19. Plaintiff Britney P. Jones, individually and as parent or guardian of K.L.J. (minor), D.J.M. (minor) and K.P.T. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

20. Plaintiff Elisha K. Zimmerman, individually and as parent of J.D.G. (minor) and J.K.M. (minor) are residents of Richland County, South Carolina, and former tenants or residents

of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

21. Plaintiff Angela C. Ladson is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

22. Plaintiff Isaac L. Bostick, Jr., personal representative of the Estate of Shirley A. Bostick is a resident of Richland County, South Carolina. Shirley A. Bostick (deceased) was a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

23. Plaintiff Sylvan Portee is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

24. Plaintiff Gregory P. Boyd is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

25. Plaintiff Lavice P. Goodwin is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

26. Plaintiff Anna K. Jennings is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

27. Plaintiff Beverly A. Allen is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

28. Plaintiff Florence L. Jennings, individually and as parent or guardian of K.L.S.J. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

29. Plaintiff Ira R. Reuss is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

30. Plaintiff Peter J. Williams is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

31. Plaintiff Frances E. Gibson, individually and as parent or guardian of M.G. (minor) and M.G. (minor) are residents of Richland County, South Carolina, and former tenants or

residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

32. Plaintiff Someeka M. McCray, individually and as parent or guardian of J.W. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

33. Plaintiff Laveeka B. Ross is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

34. Plaintiff James R. Ross is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

35. Plaintiff Lamarsha Murray is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

36. Plaintiff Willie Jones, Jr., is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

37. Plaintiff Lashawn R. Banks, individually and as parent or guardian of M.O.H. (minor), M.E.B. (minor) and B.J.K.B-D (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

38. Plaintiff Kenne'de L. Banks is a resident of Lexington County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

39. Plaintiff Ocie C. Hightower, individually and as parent or guardian of L.J. (minor) are residents of Bamberg County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

40. Plaintiff Alice T. Hammond is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

41. Plaintiff Patricia Bethel is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

42. Plaintiff Bobby L. Jennings is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by

Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

43. Plaintiff Tekeyla C. Jones, individually and as parent or guardian of T.A.J., Jr. (minor), C.E.M. (minor), M.O.N. (minor) and S.E.J-E (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

44. Plaintiff James H. Mitchem is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

45. Plaintiff Diamond R. Robinson is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

46. Plaintiff Whittney Craig, individually and as parent or guardian of J.C. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

47. Plaintiff Brittany D. Stephens, individually and as parent or guardian of A.N.B. (minor) and S.D.C. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA,

and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

48. Plaintiff TiLeila L. Mitchell, personal representative of the Estate of Leila B. Mitchell, is a resident of Richland County, South Carolina. Leila B. Mitchell (deceased) was a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

49. Plaintiff Precious D. Foster is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

50. Plaintiff Toddrica Smith, individually and as parent or guardian of D-C.R., Jr. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

51. Plaintiff Trinity C. Williams is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

52. Plaintiff Darron T. Tucker is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

53. Plaintiff Kenasha T. Thomas, individually and as parent of J.T. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

54. Plaintiff Elmer L. Dean, Jr., is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

55. Plaintiff Gregory Weston is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

56. Plaintiff Kristy R. Bethel, individually and as parent or guardian of M.B. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

57. Plaintiff Arthur J. Miller is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

58. Plaintiff Irene M. Jackson is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by

Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

59. Plaintiff Reginald Craig is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

60. Plaintiff Leslie M. Wright is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

61. Plaintiff Roderick N. Johnson is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

62. Plaintiff John W. Bagley is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

63. Plaintiff Harold X. Taylor is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

64. Plaintiff Shirena Bennett, f/k/a Shirena Belton, individually and as parent or guardian of T.F. (minor), A.F. (minor) and T.B. (minor), are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

65. Plaintiff Khaylis C. Scott, as parent or guardian of D.J.M. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

66. Plaintiff Tammy L. Basinger, as parent or guardian of A.A.R. (minor) are residents of Harnett County, North Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

67. Plaintiff Jose L. Rivera, individually and as parent or guardian of M.L.R. (minor) are residents of Harnett County, North Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

68. Plaintiff Louise R. Jacobs is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

69. Plaintiff Tyronica A. Johnson is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by

Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

70. Plaintiff Marjorie A. Miller, individually and as parent of J.M.-H. (minor) are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

71. Plaintiff Tony A. Dean is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

72. Plaintiff Virginia M. Johnson is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

73. Plaintiff Latifah C. Anderson, individually and as parent or guardian of C.C.A. (minor), are residents of Miami-Dade County, Florida, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

74. Plaintiff Dion P. Morgan is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

75. Plaintiff Eloise Mazyck is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

76. Plaintiff Daytwon McMichael, personal representative of the Estate of Blondell McMichael, is a resident of Orangeburg County, South Carolina. Blondell McMichael (deceased) was a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

77. Plaintiff Marina L. Trapp, individually and as parent or guardian of M.L.J. (minor) and D.M.J. (minor), are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

78. Plaintiff Lavon L. Robinson, individually and as parent or guardian of J.L.U. (minor), are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

79. Plaintiff Vincent E. Marks is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

80. Plaintiff Irene R. Rankin is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by

Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

81. Plaintiff Navetta S. Sims, individually and as parent or guardian of Z.S. (minor), D.S. (minor) and S.L.-S. (minor), are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

82. Plaintiff Donte L. Sumter, individually and as parent or guardian of M.D.S. (minor), are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and were evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

83. Plaintiff Sylvester Hayes, III, is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

84. Plaintiff Patricia A. Alston is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

85. Plaintiff Latoya J. Walker is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

86. Plaintiff Ta'Heim K. Williams is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

87. Plaintiff Shuqwanna D. Folk, as parent or guardian of T.J.A. (minor), are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

88. Plaintiff Donald D. Coleman is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

89. Plaintiff Tonya R. Sims, individually and as parent or guardian of J.J.E.W. (minor), are former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

90. Plaintiff Vickie A. Corley is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

91. Plaintiff Rita A. Bull is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant

CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

92. Plaintiff Tydarius S. Snow is a resident of Mecklenburg County, North Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

93. Plaintiff Alinzo W. McCloud is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

94. Plaintiff Latoya M. Mitchell, individually and as parent or guardian of J.J.V. (minor) and L.A.V. (minor), are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

95. Plaintiff Ty'ilor Z. Sims is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

96. Plaintiff Jameshia D. White, individually and as parent or guardian of J.M. (minor), A.S.W. (minor), A.J.R. (minor), A.P.L.S.H. (minor) and M.J.B. (minor), are residents of Richland County, South Carolina, and former tenants or residents of Allen Benedict Court, a

housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

97. Plaintiff Jahmia K. Walker is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

98. Plaintiff Jazmin L. Upshaw is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

99. Plaintiff Dorothy L. Miller is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

100. Plaintiff Deitra N. McMillian is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

101. Plaintiff Nehemiah J. Cunningham is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

102. Plaintiff Daijan A. Cunningham is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

103. Plaintiff Rule T. Sumter is a resident of Richland County, South Carolina, and a former tenant or resident of Allen Benedict Court, a housing complex owned and managed by Defendant CHA, and was evacuated on an emergency basis from Allen Benedict Court on or about January 17-18, 2019.

JURISDICTION AND VENUE

104. On information and belief, Defendant Housing Authority of the City of Columbia, a/k/a Columbia Housing Authority, is a public body and a body corporate and politic organized under the laws of the State of South Carolina by the City of Columbia, located in Richland County, for the purpose of providing adequate housing for qualified low-income individuals.

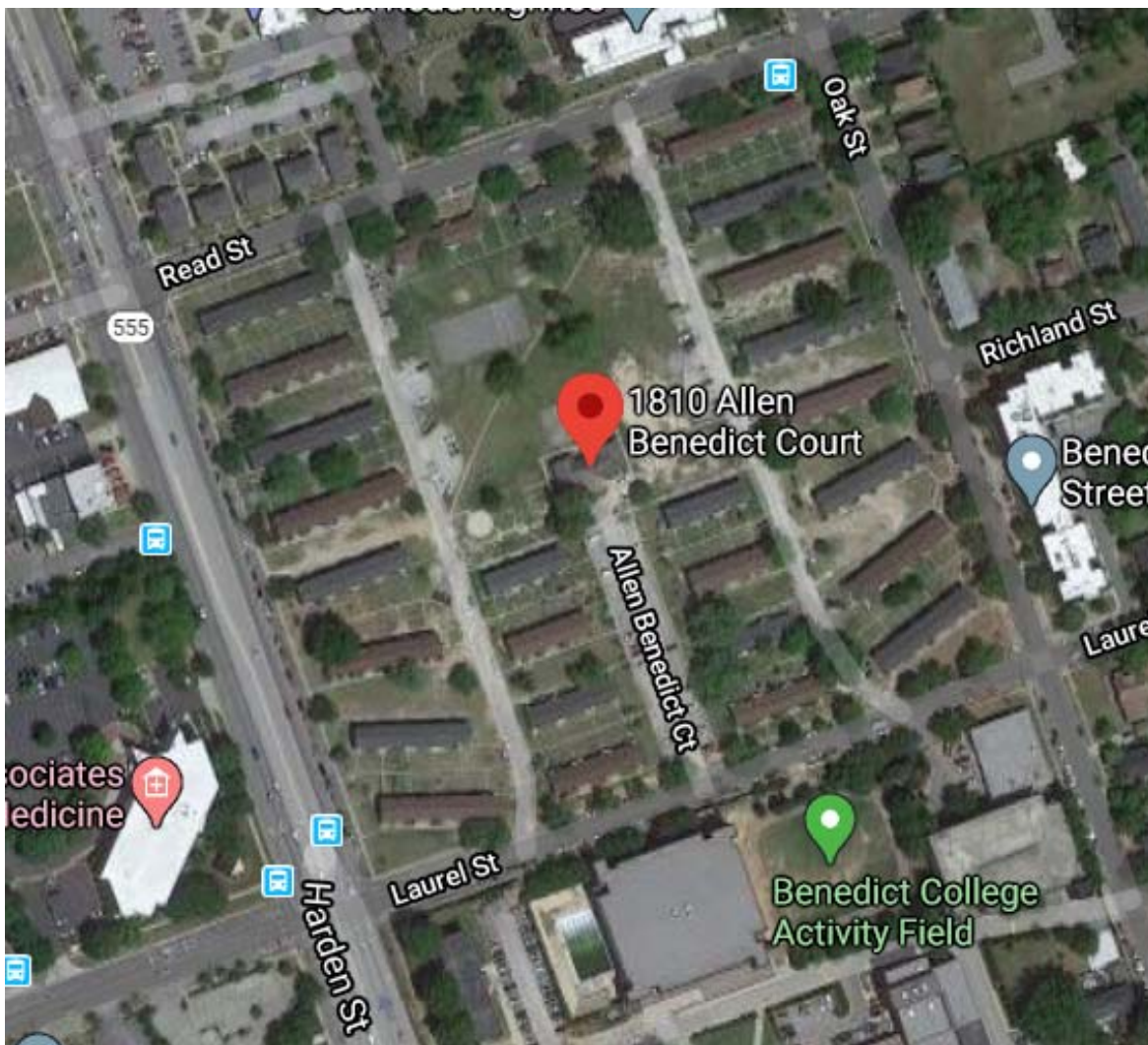
105. The most substantial part of the alleged acts or omissions giving rise to the cause of action occurred in Richland County.

106. This Court, as a court of general jurisdiction in South Carolina, has subject matter jurisdiction over this lawsuit and personal jurisdiction over the parties.

107. Venue is proper in Richland County.

FACTUAL BACKGROUND AND ALLEGATIONS

108. Defendant Housing Authority of the City of Columbia, a/k/a Columbia Housing Authority (“CHA”) operated a multi-unit apartment complex known as Allen Benedict Court that was located at 1810 Allen Benedict Court in Columbia, South Carolina. (Joint Stipulation ¶ 5.)¹



¹ Portions of the Factual Background and Allegations – which are made on information and belief – are drawn from a Joint Stipulation of Facts that was entered into by Defendant and the Plaintiffs in the matter of *Tammy L. Basinger et al. v. Housing Authority of the City of Columbia*, C.A. No. 2019-CP-40-00802, filed in the Richland County Court of Common Pleas in Richland County, S.C.

109. Allen Benedict Court, shown in the above map, was a public housing complex of 26 two-story, red-brick buildings located off Harden Street in Columbia. The now-demolished complex was built in 1939 and was among the oldest apartments in CHA's public housing inventory. The complex included 244 apartments. As of January 2019, at least 411 people lived in the complex. (Joint Stip. ¶ 5.)

110. CHA and its operations exist and are authorized by S.C. Code Ann. § 31-3-10 *et seq.*, and was created by and for the City of Columbia under its 1937 Housing Act for the purpose of providing decent, safe and sanitary housing to the low and moderate-income residents of the City of Columbia.

111. CHA and its Board of Commissioners were required by S.C. Code Ann. § 31-3-530, to operate the Allen Benedict Court Apartments in an efficient manner so as to enable it to fix the rentals the lowest possible rates consistent with providing decent, safe and sanitary dwelling accommodations, including to meet the cost of, and to provide for, maintaining same.

112. CHA and the Allen Benedict Court Apartments, pursuant to S.C. Code Ann. § 31-3-580 were at all times subject to the planning, zoning, sanitary and building laws, ordinances and regulations, including state and local law, applicable to other properties located within the City of Columbia.

113. CHA applied for a Hope VI Revitalization Grant² from HUD in 2006 for the demolition and reconstruction of the 244-unit Allen Benedict Court. As of June 2014, CHA's

² The HOPE VI grant is a federal program for Public Housing Authorities that funds demolition and reconstruction of "severely distressed public housing" defined as public housing that

■ requires major redesign, reconstruction or redevelopment, or partial or total demolition;

Board of Commissioners and executives had decided to proceed first with the demolition and reconstruction of Gonzales Gardens, which is located near Allen Benedict Court off Harden Street. (Joint Stip. ¶ 8.)

114. In its 2011-2012 Annual Plan, CHA stated it did not receive a Hope VI Revitalization Grant from HUD to rebuild Allen Benedict Court, but the planning for a new community continued as CHA looked for alternative funding sources. In the proposed plan, CHA would demolish Allen Benedict Court and a new community would be built. During the planning process in 2006 through 2010, Allen Benedict Court residents were invited to participate in focus groups and planning sessions so that their needs would be implemented in the final plan. By 2011, CHA had received approval from HUD to demolish all 244 units at Allen Benedict Court. (Joint Stip. ¶ 9.)

115. In its 2014-2015 Annual Plan, CHA stated that it had planned to demolish Allen Benedict Court in 2011 and did not fill vacancies in the complex based on the plan. When CHA decided in January 2011 that funding was not available, CHA started moving families back into Allen Benedict Court. (Joint Stip. ¶ 10.)

116. In its 2014-2015 Annual Plan, CHA stated that it applied in November 2010 for a HOPE VI Revitalization Program grant from HUD to demolish and reconstruction Allen

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- is a significant contributing factor to the physical decline of and disinvestment by public and private entities in the surrounding neighborhood;
 - is occupied predominantly by families that are very low-income families with children, unemployed, and dependent on various forms of public assistance; or has high rates of vandalism and criminal activity (including drug-related criminal activity) in comparison to other housing in the area;
 - cannot be revitalized through assistance under other programs because of cost constraints and inadequacy of available amounts; and
 - is lacking in sufficient appropriate transportation, supportive services, economic opportunity, schools, civic and religious institutions, and public services, resulting in severe social distress in the project.

Benedict Court, but was not selected. CHA's other options were to use capital improvement funds to begin demolition of Allen Benedict Court or to consider renovation of the complex instead of demolition and disposal. Neither of these options was pursued by the Board of Commissioners and executives. (Joint Stip. ¶ 11.)

117. In its 2014-2015 and 2016-2017 Annual Plans, CHA stated that HUD awarded it a Choice Neighborhood Implementation planning grant of \$250,000 in 2012. CHA began using some of those funds for the planning process for Gonzales Gardens in January 2013 and anticipated the master plan would be completed by July 2014. (Joint Stip. ¶ 12.)

118. On June 2, 2014, the Board discussed the priority of the two projects and the plan to proceed first with Gonzales Gardens. The meeting minutes state:

There was a general discussion regarding how the Allen Benedict Court community will react to Gonzales Gardens being done first. [Then Executive Director Gilbert] Walker said that he has been communicating with them already and has told them that the Gardens will be first because of a greater need to revitalize that area. [Board Chairperson Bobby] Gist said that he hopes both projects will be done within a short amount of time between them. [Commissioner Alexzena] Furgess asked why Gonzales Gardens had been prioritized after years of hearing Allen Benedict Court would be first. Mr. Gist said that staff pursued several options for funding the redevelopment of Allen Benedict Court and that none ever materialized. The City has expressed a strong interest in the redevelopment of Gonzales Gardens and has agreed to help with expense of the project. [Commissioner Selena] Pickens asked why Allen Benedict Court had been first previously and Mr. Walker said that it was because of community concern over continuing the flow of the work done at Celia Saxon.

(Joint Stip. ¶ 13.)

119. In its 2016-2017 Annual Plan, CHA stated that it received permission from HUD in December 2015 to demolish Gonzales Gardens. CHA again noted it planned eventually to demolish Allen Benedict Court, the last of the large public housing complexes more than 50 years old, but the redevelopment was dependent on available funding. (Joint Stip. ¶ 14.)

120. In its 2019-2020 Annual Plan, CHA stated that it has completed building 12 homeownership units in the expanded footprint of the Gonzales Gardens. After relocating all residents to other housing and demolition of the property in December 2017, CHA began redeveloping the property and planned to have the same level of success as the Celia Saxon homes and Rosewood Hills renovations (formerly Saxon Homes and Hendley Homes). Eight single-family homes were being built in Gonzales Gardens and projected to be completed by June 2019. (Joint Stip. ¶ 15.)

121. In its 2019-2020 Annual Plan, CHA stated that it applied in November 2017 for a HUD Choice Neighborhood Implementation grant in the amount of \$29.9 million, but the application was not successful. CHA reapplied for the grant in 2018 with the focus on the demolition and revitalization of Allen Benedict Court, but was not successful. (Joint Stip. ¶ 16.)

122. Since its construction in the late 1930s, the Allen Benedict Court Apartments gradually became more and more dangerous to the people who lived there due to the same gross mismanagement, absence of oversight, gross neglect of matters of routine maintenance and a deliberate indifference to the rights and safety of the people who lived there.

123. CHA did not receive any grants or engage in any revitalization of the Allen Benedict Court Apartments.

124. As of January 2019, Plaintiffs were tenants and residents at Allen Benedict Court who had entered into written leases and paid monthly rent. CHA contractually agreed to the following obligations and duties in consideration of the monthly rent:

- a) Maintain the premises and project in decent, safe and sanitary condition;
- b) Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety;

- c) Make necessary repairs to the premises;
- d) Keep project buildings, facilities and common areas not otherwise assigned to the tenant for maintenance and upkeep in a clean and safe condition; and
- e) Maintain in good and safe working condition: electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by CHA.

125. At the time Plaintiffs executed their leases, and at subsequent renewals, Plaintiffs were provided numerous warnings, including about lead paint and smoke detectors related to their tenancy. These warnings were provided as written attachments to the lease and included:

- a) “Things You Should Know”;
- b) Condition of Apartment Checklist;
- c) Welcome Letter;
- d) Smoke Detector Letter;
- e) Unauthorized Alterations of Apartment;
- f) Rental Collection Drop Box Address List;
- g) “Protect Your Family From Lead in Your Home”;
- h) Obligations of Resident on Vacating Apartments;
- i) Authority Grievance Procedure;
- j) Briefing Certificate Form;
- k) Section 8 Existing Housing Allowances.

126. None of the warnings, disclosures or information provided by CHA contained any mention that:

- a) the furnaces, water heaters and kitchen ranges/stoves in the units produced carbon monoxide;
- b) the need for tenants to purchase, install and maintain a carbon monoxide alarm for their own safety; or
- c) the warning signs and symptoms of carbon monoxide poisoning.

127. CHA had installed gas-burning furnaces that produce carbon monoxide inside the apartment units at the Allen Benedict Court Apartments in the 1990s.

128. CHA knew at that time, and all times thereafter, including when it entered into leases and renewals with Plaintiffs, that by installing and operating gas-burning furnaces, water heaters and kitchen ranges/stoves that emit carbon monoxide in the Allen Benedict Court Apartments, that this posed an especially lethal danger to the people who lived there because:

- a) Carbon monoxide is incredibly dangerous and is often referred to as the “silent killer” because it is colorless, odorless and tasteless and is undetectable by people except with a detector and alarm;
- b) The apartment units were small enclosed spaces where people would be sleeping close to the furnaces making the risk of carbon monoxide poisoning greater;
- c) These dangers, including the carbon monoxide producing nature of their furnaces and appliances in their units, were not likely to be known by the people living there, and as such, would not know to take any actions to protect themselves from the danger; and
- d) The dangers and potential harm carbon monoxide poisoning could cause would be greater at the Allen Benedict Court Apartments as most people living there were especially vulnerable people who often suffered from a range of additional issues

including physical and mental disabilities, reduced education and access to information, chronic health issues and reduced access to healthcare making the risks of exposure to carbon monoxide that much more harmful and less likely to be guarded against or be discovered by them.³

129. Because the carbon monoxide producing furnaces, water heaters and kitchen ranges/stoves were especially dangerous as stated above, and the tenants exposed to them especially vulnerable, including Plaintiffs, there arose a heightened duty by CHA to protect its tenants from these dangers by complying with its duties under the lease, statutes and building and fire safety codes, by ensuring that:

- a) Furnaces, water heaters and kitchen ranges/stoves be regularly inspected, tested and maintained by trained professionals to be certain the lethal undetectable carbon monoxide gas was being properly vented to prevent exposure, injury and death to its tenants;
- b) Carbon monoxide alarms were installed, maintained and tested regularly in each unit to prevent exposure, injury and death to its tenants;
- c) *At a minimum*, that Plaintiffs were warned:
 - i. of the dangerous carbon monoxide producing nature of the furnaces, water heaters and kitchen ranges/stoves in their units;
 - ii. to purchase their own carbon monoxide alarms since the gas is odorless, colorless and tasteless and undetectable by humans; and

³ The initial symptoms of carbon monoxide poisoning appear like the flu, with headache, fatigue, malaise (a general sick feeling) and sometimes nausea and vomiting. Symptoms worsen and can cause death. People with long-term exposure to low levels of carbon monoxide also can have numbness, unexplained vision problems, sleep disturbances, and impaired memory and concentration.

- iii. of the symptoms and dangers of carbon monoxide poisoning.
- d) Requests for repair and maintenance, especially as to anything related to the gas furnaces and appliances and their venting, were promptly and fully investigated and remedied, including asking the people in the unit about any possible physical symptoms from carbon monoxide exposure; and
- e) Adopting policies and procedures to ensure that CHA and its properties, including the Allen Benedict Court Apartments, were at all times in compliance with the fire and building codes.

130. Plaintiffs were tenants and residents, pursuant to a lease where CHA obligated itself to comply with applicable building and housing codes.

131. The State of South Carolina adopted the 2015 International Fire Code.

132. On or about October 18, 2016, the City of Columbia adopted Ordinance 2016-076, that included the 2015 International Fire Code, and pursuant to said Code, CHA was required to install carbon monoxide alarms in the Allen Benedict Court Apartments to protect the tenants from lethal carbon monoxide poisoning.

133. Following the installation of the furnaces at Allen Benedict Court Apartments in or about 1990, and continuing thereafter, including through the year 2019, and up to the time of the tenant deaths and mass evacuation:

- a) Carbon monoxide alarms were never installed;
- b) Furnaces were never regularly inspected, tested and/or maintained by trained professionals;
- c) Tenants and residents who lived there were never warned:

- i. of the dangerous carbon monoxide producing nature of their furnaces in their units;
 - ii. to purchase their own carbon monoxide alarms since the gas is odorless, colorless and tasteless and undetectable by humans; and
 - iii. of the symptoms and dangers of carbon monoxide poisoning.
- d) Requests for repairs and maintenance, especially as to anything related to the gas furnaces and venting were not promptly and fully investigated and remedied, nor were the people in the unit informed about any possible carbon monoxide symptoms and exposure; and
- e) There were no adequate policies or procedures in place to ensure that CHA and its properties, including the Allen Benedict Court Apartments, complied with the fire and building codes.

134. Further, in 2017, recognizing the incredible danger carbon monoxide posed, CHA adopted the following policy that defined **a missing or inoperable carbon monoxide detector and/or improper carbon monoxide gas venting as “life-threatening conditions” required to be corrected by the owner or family within 24 hours:**

Clarifications of HUD Requirements

CHA Policy

As permitted by HUD, the PHA has adopted the following specific requirements that elaborate on HUD standards.

8-I.C. LIFE-THREATENING CONDITIONS [24 CFR 982.404(a); FR Notice 1/18/17]

HUD requires the PHA to define life-threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life-threatening conditions within 24 hours of PHA notification.

CHA Policy

The following are considered life-threatening conditions:

Missing or inoperable carbon monoxide detector

Missing, damaged, discharged, overcharged, or expired fire extinguisher (where required)

Gas/oil-fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney venting

The chimney or venting system on a fuel-fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting or gases

A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside

A fuel-fired space heater is not properly vented or lacks available combustion air

A non-vented space heater is present

Safety devices on a fuel-fired space heater are missing or damaged

The chimney or venting system on a fuel-fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gas

135. CHA enacted this policy pursuant to federal law and as prescribed by HUD regulations. However, CHA applied the policy requiring carbon monoxide detectors only to privately owned, Section 8 apartments whose owners participated in and received vouchers from their qualifying tenants for rent subsidy.

136. In 2017, when CHA adopted this “Life-Threatening Conditions Policy” to privately owned properties, incredibly, **CHA elected not to apply this policy to its own properties, including the Allen Benedict Court Apartments, despite the fact that carbon monoxide alarms were required to be installed by State and local law.**

137. The hot water heater, kitchen range/stove and furnace in all 244 apartments at Allen Benedict Court operated on natural gas. (Joint Stip. ¶ 17.)

138. CHA never replaced the hot water heaters, kitchen ranges/stoves and furnaces on a wholesale basis throughout the entire complex. As a general rule, appliances were replaced in individual units as needed. (Joint Stip. ¶ 18.)

139. From 2014 through 2018, the Columbia Fire Department (“CFD”) responded to the following 14 calls at Allen Benedict Court involving gas smells, leaks or problems with gas appliances and equipment inside an apartment which were not caused by the resident:

DATE & UNIT	DESCRIPTION	PAGE #
3/29/2014 Apt. M-9	CFD responded. Smell of natural gas in a residence. No signs of a gas leak were found.	BASINGER-252 to -253, -2215 to -2222
7/20/2014 Apt. B-4	CFD responded for smell of gas in an apartment. The apartment had a very faint odor of natural gas. Structure was checked with a 4 gas meter and a TIF. No hazardous condition was found. Structure was ventilated and checked again. Occupant was referred to housing authority to have a repair man check the appliances to insure proper operation.	BASINGER-254 to -255, -2241 to -2246
7/31/2014 Apt. P-5	CFD responded for odor of natural gas inside. Caller stated her stove has a gas leak. CHA manager called to scene. The caller’s incident was designated as situation under control.	BASINGER-2247 to -2253
2/25/2016 Apt. G-11	CFD responded for a report of an appliance unable to be shut-off. Gas stove in Apartment G-11 had flames from the underside of the stove top around the gas plumbing and valves. Flame was around the valve and plumbing and not the burner. CFD was unable to adjust the valves and shut off the gas burners, the plastic knobs were melted and pliers wouldn't work either. CFD secured the gas to the appliance at the shut-off valve behind the stove. Occupant was advised to contact CHA. Gas stove needs to be replaced. The old stove is a safety hazard and CFD believes it is unrepairable.	BASINGER-260 to -261, -2520 to -2526
4/10/2016 Apt. X-8	CFD responded to a smell of gas at this location. Resident stated he arrived home and entered his apartment when he was met by a strong smell of gas. Hazmat one crew entered the apartment to investigate the situation, the problem was isolated to the stove, the gas was isolated. Apartment ventilated to clear the hazard. A CHA employee arrived on scene to resolve the situation.	BASINGER-262 to-263

6/9/2016 Apt. C-8	CFD responded and checked the occupancy with meters. Hazmat found a faint odor near the exhaust of the hot water heater and advised resident. With her consent we isolated gas to the unit and left the scene with the occupant. Hazmat 1 also contacted city housing for the repair.	BASINGER-264 to -265
6/30/2017 Apt. X-2	CFD responded for smell of natural gas. CFD checked two apartments. Hazmat 1 found that a small leak was present within the residence. CHA and SCE&G were notified of the present conditions in the residence. CFD provided CHA with recommendations for occupancy.	BASINGER-282 to -283, -4338 to -4344
11/21/2017 Apt. S-1	CFD arrived on scene to find the occupant standing outside of her front door. Resident informed CFD that she could smell gas in her apartment. HM-1 investigated and found the stove to be malfunctioning, causing the gas leak. HM-1 mitigated the leak by isolating the gas to the stove via a quarter turn valve in the rear of the stove. HM-1 then ventilated and monitored again to find no LEL and minimal odor. HM-1 informed the resident, as well as the manager that arrived on scene, what had been done to mitigate the issue. Maintenance arrived on scene and advised the resident that the stove would be repaired.	BASINGER-294 to -295, -4865 to -470
2/8/2018 Apt. A-7	CFD responded for a smell of gas. It was found after investigation that the heater unit was making a smell, the unit was turned off and dispatch called housing authority to have a person check the unit.	BASINGER-324 to -325, -4988 to -4992
6/28/2018 Apt. G-6	CFD responded after 911 caller said gas was coming from stove. After investigation with the five gas and TIFF meters, gas was leaking out of the oven area of the stove. Gas was shut off to stove and maintenance was called by Columbia Central. Structure naturally ventilated. Structure was checked again with meters and all normal.	BASINGER-424 to -425, -5159 to -5163
10/31/2018 Apt. K-9	CFD responded and found that the stove had fire coming out the back. CFD moved the stove out from the wall and determined that the natural gas line in the back of the stove had a leak and was the cause of the fire. CFD turned the gas off to the building and the fire went out. There was no damage to the building or the stove.	BASINGER-628 to -631, -618 to -623
11/21/2018 Apt. A-7	CFD responded after caller to 911 stated that her heater was on fire. CHA was notified. A CHA manager responded to the scene.	BASINGER-642 to -652
12/10/2018 Building C	CFD responded. EMS and CPD advised there was gas leak in apartment. CFD made entry with a 4-gas meter and tiff meter. Small amount of gas was detected by the tiff meter, and was narrowed down to the gas range of the apartment. CFD attempted to isolate the gas at the range, but were unable to due	BASINGER-2169 to -2170, -5571 to -5576

	to a defective cut off valve on the range. CFD then shut off gas to entire apartment.	
12/25/2018 Apt. S-1	CFD responded for smell of gas inside the structure. After investigation, pilot light on the stove was not working properly which let gas pass by. CFD secured the gas going to the stove. Engine 1 metered the apartment and all readings under permissible limits. CHA notified.	BASINGER-693 to -694, -5583 to -5590

(Joint Stip. ¶ 19.)

140. From 2012 through 2018, South Carolina Electric & Gas Company responded to the following 16 calls at Allen Benedict Court involving gas smells, leaks or problems with natural gas appliances and equipment inside an apartment, according to records provided to Columbia Police Department (“CPD”) investigators (BASINGER-7884):

11/12/2012	Customer in Apt. P6 smelled gas. Found leak on customer’s range. Both pilot lights broken. Turned off at gas meter until CHA repairs range.
3/24/2013	Customer reports smelling gas in Apt. S-1. Response canceled.
10/20/2013	Customer smells gas in living room in Apt. K-10. States construction in area. No leak found.
10/26/2014	Customer reports strong gas odor inside Apt. K-11. Customer will be home in wheelchair. Leak found on flex gas line going to stove. Turned off at cutoff valve and disconnected for safety.
4/4/2015	Customer reports smelling gas near WH [water heater] located in kitchen in Apt. C-4. Fire Dept. checked. Smell was something other than gas.
8/17/2015	Customer reports smelling gas inside Apt. L-11. Fire Dept. checked. Smell was something other than gas.
9/16/2015	Customer reports smelling gas inside Apt. K-10 for last few days. Stove leaking at valves; gas cut off.
4/10/2016	Customer reports gas odor inside Apt. X-8 all day. Fire Dept. to block meter manifold and check for leaks in building.
5/23/2016	Customer reports smell of gas inside kitchen in Apt. C-4. SCE&G does not service; contact CHA.
6/9/2016	Customer reports smell of gas from water heater in Apt. C-8. Fire Dept. to turn off gas; it’s CHA property.
11/18/2016	Customer reports gas odor inside and outside Apt. C-7. No leak found.
6/30/2017	Customer reports smelling gas inside Apt. X-2. CHA on site. No leak found.
8/31/2017	Customer reports strong gas odor inside Apt. X-8. Gas leak found on fuel line cut off valve to range. Monitored 25 PPM carbon monoxide in apartment. CHA to replace cutoff valve and find out what was putting out carbon monoxide.
11/21/2017	Customer reports strong odor of gas inside Apt. S-1. Fire Dept. cut off gas. Maintenance coming to fix it tomorrow.

11/22/2017	Customer smells gas inside Apt. S-1. Fire Dept. responded. New stove and was lighting pilot light.
9/1/2018	Customer reports smelling strong odor of gas in Apt. L-10. Fire Dept. found leak and turned over to CHA for repair.

(Joint Stip. ¶ 20.)



Building J at Allen Benedict Court

141. Building J is shown in the above photograph. (Joint Stip. ¶ 21.)

142. At about 4:31 a.m. on January 16, 2019, Robert Ballard, a resident of Allen Benedict Court, woke up and found Willie Stevenson unconscious and bleeding from the head in Apartment 2 of Building J. Columbia Fire Department and Richland County EMS responded to the scene. Stevenson was taken to the hospital, where he received six staples in the head due to a fall. Medical reports showed that Stevenson had a negative alcohol level. (Joint Stip. ¶ 22.)

143. At about 8:36 a.m. on January 16, 2019, after returning to Apartment J-2, Ballard himself began feeling unwell and called 911 for help. Ballard was experiencing slurred speech,

according to 911 records. Ballard was taken from Apartment J-2 to the hospital. Columbia Police Department (“CPD”) and Richland County EMS responded to the scene. Due to his symptoms, doctors at the time of treatment initially believed Ballard may have been suffering from alcohol withdrawal. Neither the doctors, Ballard nor Stevenson reported or knew about the patients’ exposure to carbon monoxide at the time of treatment. (Joint Stip. ¶ 23.)

144. Cathy Hill, who had lived in Apartment 4 of Building J since October 2015, later told investigators that she had reported to CHA numerous problems with her hot water heater and one report of no heat. Hill also had complained of and reported gas smells in and around the building, but there were no records of such reports. (Joint Stip. ¶ 24.)

145. Jennifer Blake, who had lived in Apartment 5 of Building J since March 2011, later told investigators that she had experienced an unknown light smell that could be gas or another foul odor, but did not think at the time it was dangerous or a major gas leak. Blake did not report the smell to CHA in the past several years. Blake had problems with mold and sewer issues and her hot water heater had been replaced in the past year. (Joint Stip. ¶ 25.)

146. Sulaiman Alkarim, who had lived in Apartment 6 of Building J since December 2012, later told investigators that he had experienced an unknown light smell that could be gas or another foul odor, but did not think at the time it was dangerous or a major gas leak. Alkarim did not report the smell to CHA, but had also had problems with mold and sewer issues. (Joint Stip. ¶ 26.)

147. At about 9:30 a.m. on January 17, 2019, officers from CPD and Benedict College Police Departments went to Apartment 1 of Building J at Allen Benedict Court for a welfare check on Derrick C. Roper, who had not shown up for work at the college for two days. Officers were unable to get an answer at the door, but heard Roper’s cell phone ringing inside when they

called it. Officers entered the apartment with the help of the property manager and found Roper, age 30, unresponsive and lying in a hallway. He was pronounced dead at the scene. (Joint Stip. ¶ 27.)

148. A neighbor told the property manager that Calvin Witherspoon, Jr., age 61, the resident of Apartment J-3 had not been seen for several days. Officers entered the apartment and found Witherspoon, age 61, unresponsive in his bedroom. He was pronounced dead at the scene. (Joint Stip. ¶ 28.)

149. All residents of Building J were evacuated after the two bodies were found. (Joint Stip. ¶ 29.)

150. The Richland County Coroner's Office, following autopsies and toxicology tests on the bodies of the two men, determined on January 28, 2019, that they died from carbon monoxide poisoning. (Joint Stip. ¶ 30.)

151. Columbia Fire Department personnel found high readings of gas inside Apartments J-1 and J-3, but could not pinpoint the source of the leak. (Joint Stip. ¶ 31.)

152. The air quality monitors used by CFD test the atmosphere inside a residence for unsafe levels of oxygen, carbon monoxide, carbon dioxide and volatile organic compounds. When using the monitors, firefighters work in teams of two and check the atmosphere at heights of two feet, four feet and eight feet throughout the residence. The purpose is to determine whether there is a stable breathing environment in the residence. The monitoring on January 17, 2019, in Building J revealed natural gas levels of 240 parts per million (PPM) in Unit J-1; 250 PPM in Unit J-2; 60 PPM in Unit J-3; 590 PPM in Units J-4 and J-5; and 350 PPM in Unit J-6. In addition, Unit J-2 had a carbon monoxide level of 5 PPM. Firefighters registered a hazardous

atmosphere in the six apartments and concluded there was the possibility of a dangerous environment, but the monitoring did not locate a source of the hazard. (Joint Stip. ¶ 32.)

153. CPD completed its initial investigation at Apartment J-1 at about 2 p.m. and released the scene back to CHA. (Joint Stip. ¶ 33.)

154. At about 9:52 p.m. on January 17, 2019, CPD and CFD received a call from one or more residents in Building R about natural gas smells or leaks. The CFD report states:

There were no signs of smoke or fire, the scene was placed in investigative mode. After investigation, leaks were found in several houses, the leaks were isolated and the decision was made with Fire-6, Haz-mat 1, and Rescue 1 that all the rooms in all the buildings need to be checked. An action level of 300 ppm on the digital Sens it was set by Captain Cervantes, the level was under 10% LEL by 40%. . . . When all the units arriv[ed] a plan was developed to systematically check all apartments. After the apartments had been checked 60 people were displaced due to gas being cut off to their apartment, several other leaks were detected on water heaters and ovens and they were isolated. The displaced residents were transported by MERV-1 to a safe place. After all the displaced residents were removed the scene was placed under control and then terminated. On a side note other agencies helped with searching of the apartment. Columbia Police, Columbia Fire Marshals, and housing authority [personnel] assisted with the search.

If the carbon monoxide levels were above 300 parts per million, residents were told to leave their apartment immediately; if the level was below 300 ppm, residents were allowed to stay.

(Joint Stip. ¶ 34.)

155. A total of 81 residents (52 adults and 29 children) in 33 apartments were evacuated on the night of January 17, 2019, due to gas smells or leaks. Those residents occupied 33 apartments in 13 buildings (Buildings B, D, E, K, M, N, O, P, Q, R, T, V and X.) (Joint Stip. ¶ 35.)

156. Authorities identified problems with the range/stove in 26 apartments, the hot water heater in 14 apartments, the furnace in three apartments, and high gas levels in 12 apartments, with multiple issues found in some apartments. (Joint Stip. ¶ 36.)

157. At about 7:40 a.m. on January 18, 2019, CFD responded to Apartment 4 in Building F at Allen Benedict Court after receiving further reports of natural gas smells or leaks. After finding further evidence of gas leaks in multiple apartments, every building in the entire complex was checked and all residents were told to immediately evacuate. The CFD report states:

Engine 1 responded to 1810 Allen Benedict Ct for a smell of natural gas within a structure. Engine 1 met with occupants from apartment F4 and found readings of 1000 ppm within the structure. Engine 1 then conducted surveys of the adjoining apartments within the building. After surveying multiple units Engine 1 found levels within multiple units with levels above permissible limits. Engine 1 secured power and natural gas within the structure and ventilated the building. After confirming that multiple units within the complex were identified within another structure the decision was made to survey all buildings within the complex. CFD command staff, CPD code enforcement and Columbia housing authority decided to conduct individual surveys of the entire complex. While surveying the complex multiple occupants stated that they were experiencing signs and symptoms of possible exposure. All buildings were surveyed and all utilities and gas were secured. Occupants were relocated as a safety precaution. Due to large number of units each apartment was individually documented. While metering within the complex multiple first responder calls were requested. Richland County EMS already located on scene was utilized to assist with patients that may have been exposed or were experiencing medical emergencies. Richland County EMS also was utilized to assist remove occupants that were medically unable to evacuate units. Scene turned over to CPD, code enforcement and Columbia Housing Authority secured each unit and notifications and no trespassing signs placed on each door.

(Joint Stip. ¶ 37.)

158. In a letter dated January 18, 2019, to CHA and its executive director, Gilbert Walker, CFD Chief Aubrey D. Jenkins stated:

A comprehensive fire and life safety inspection was conducted in twenty-six buildings at Allen-Benedict Court . . . by the Columbia-Richland Fire Department Hazardous Material Team, Fire Prevention Division, and the Columbia Police Department Property Maintenance Division. In addition, a community risk assessment was conducted of the entire facility by Fire Chief Aubrey D. Jenkins, Police Chief William “Skip” Holbrook, and Fire Marshal George Adams Jr. Community risk reduction is designed to manage those associated risks within our community by assessing and prioritizing risks that have been identified. During this inspection, the following violations and or risks were identified:

Fire Code

- A presence of natural gas, which is unsafe and a severe risk for the community and the occupants.
- Strong odor of a petroleum scent and other pungent odor.
- Carbon monoxide detected in several units which is severe and lethal.
- Several smoke alarms were missing from multiple units.
- Several smoke alarms when tested did not activate.
- Several smoke alarms are outdated. (Life-span is 10 years).
- All occupancy (residential) shall be equipped with carbon monoxide detectors. Missing in all 244 units.
- Several fire extinguishers are out of date and have not been serviced since 2016.
- Inside closet area appeared to be charred in several units.
- Exposed wires on ceiling where smoke alarms were installed.

Property Maintenance

- Several units infested with roaches and possible bed bugs.
- All gas stoves shall be disassembled for cleaning.
- Sufficient evidence of several stoves leaking gas.
- Several stoves were outdated.
- Several units have damaged ceiling surface.
- High volume of rodent droppings, and cobwebs on household items.
- Clutter and hoarding leading to sanitation problems in several units.
- Every habitable space shall have at least one openable window.
- All gas cooking appliances, water heating appliances. and heating appliances shall be properly installed and maintained in a safe working condition.

Due to the severity of the noted deficiencies, it has been determined that all buildings at this location are unsafe. The conditions as outlined at Allen-Benedict Court constitute a clear and imminent threat to human life, safety or health in accordance with the International Fire Code section 110.1 and the Property Maintenance Code section 109.1 Therefore, this facility shall be immediately evacuated and all hazardous conditions shall be abated. During the inspection process, there were 63 apartments with carbon monoxide or natural gas detected, 411 individuals evacuated, and 17 pets evacuated.

However, the most significant violations were the presences in all 26 buildings, of natural gas and carbon monoxide which shall be abated by a third party. In addition, city service providers will conduct a follow up inspection and risk assessment to determine if all violations have been abated prior to re-occupying this facility. Finally, we will continue to encourage the Columbia Housing Authority to work with their tenants and staff to promote fire safety and proper maintenance in every property associated with the housing authority.

(Joint Stip. ¶ 38.)

159. A CPD Codes Enforcement investigator later found that “the major issues noted were gas odors, non-working or missing smoke detectors and fire extinguishers, sanitation and clutter violations, egress violations, bug infestations, and outdated gas appliances at various stages of disrepair.” (Joint Stip. ¶ 39.)

160. On January 23, 2019, CFD officials, due to actual or potential exposure to bedbug infestations, notified all firefighters who participated in the investigation and evacuation of Allen Benedict Court to place their clothing and gear in sealed bags and put it in a subzero freezer at a designated fire station for four days. (Joint Stip. ¶ 40.)

161. After residents were evacuated, CHA paid for their stay in local hotels. CHA staff visited residents at the hotels. Residents were given the choice of receiving a moving stipend or having their belongings moved by a moving company. (Joint Stip. ¶ 41.)

162. CHA also provided or coordinated with other donors to make the following assistance available to tenants and residents, although all people did not receive all of the following assistance:

- Transportation to and from the hotels.
- Meals during the day as residents were settled in hotels.
- Delivery of meals coordinated by hotels during the first weekend.
- Immediately after the evacuation, CHA staff was positioned at all hotels to provide a contact person available at all times. CHA staff assisted with coordinating transportation, food shopping, medical appointments, service coordination, and any other needs that arose. CHA staff remained in the hotels until all displaced residents moved into permanent housing.
- CHA drivers and vans were assigned daily to each hotel for transportation services.
- Gift cards from the Save-A-Lot grocery store.
- Meal and food stipends ranging from \$105-\$315. Meals were provided directly to residents at hotels and CHA worked with community organizations to ensure food options were available for every meal.
- Residents were allowed to access Allen Benedict Court after the site was cleared by the Columbia Fire Department. Defendant provided escorts and residents were allowed to access Allen Benedict Court as needed until July 2019.

- Residents, while utilizing tenant protection vouchers, were also given the choice of receiving a relocation stipend to move their belongings themselves or having a moving company hired to move their belongings for them. The stipends ranged from \$1,095 to \$1,575 depending on the apartment size.

(Joint Stip. ¶ 42.)

163. CHA applied for tenant protection vouchers under Section 8 from HUD, planning to move the estimated 411 residents of the 244 apartments into the private rental market. CHA had great difficulty in locating sufficient Section 8 housing in which to place the residents, particularly with one-bedroom apartments. (Joint Stip. ¶ 43.)

164. On January 31, 2019, the Board voted that an “independent, comprehensive review by an outside party to determine the cause of death, responsibility and how to prevent this situation from ever reoccurring will be conducted. . . . The CHA Board order[ed] an independent and comprehensive investigation of all issues relating to the Allen Benedict Court tragedy. . . .” CHA retained Jeff Jaco, M.E., P.E., with Engineering Design & Testing Corporation to investigate the source of the carbon monoxide in Building J which killed two residents. The parties do not agree on whether Mr. Jaco’s investigation constituted an “independent, comprehensive review by an outside party to determine the cause of death, responsibility and how to prevent this situation from ever reoccurring will be conducted.” (Joint Stip. ¶ 44.)

165. All displaced residents did not find permanent housing until June 2019, five months after the emergency evacuation.

	MOVED TO PERMANENT HOUSING (244 units)	STILL IN HOTEL OR NOT FOUND HOUSING (244 units)	
Feb. 21, 2019	53 families	191 families	CHA SUPP-7529
April 11, 2019	180 families	45 families	CHA SUPP-7544
May 16, 2019	234 families	10 families	CHA SUPP-7549
June 20, 2019	244 families	0 families	CHA SUPP-7568

(Joint Stip. ¶ 45.)

2. CHA hired Jeff Jaco, an engineer with Engineering, Design and Testing Co., to inspect Building J. Although he did not prepare a written report, Jaco told investigators that the source of the carbon monoxide which killed the two men was the furnace in Apartment J-1.

[Jaco] stated he did not locate any gas leaks but did find high levels of carbon monoxide in the flue of the furnace in J1. Levels were up to 12730 parts per million in a matter of less than five minutes. He stated flames were coming out of the bottom of the furnace that indicated there was some type of blockage in the furnace. Photos of the furnace and copies of the gas readings were provided to CPD. He stated removal of the furnace would be needed to determine what was causing the blockage. He stated further testing would also be needed to determine how the carbon monoxide traveled from J1 to J2 and J3. The additional testing was tentatively scheduled for July 29, 2019. On July 12, 2019 the law firm stated they were not having Jaco do any further testing and any further testing would have to be done with another engineering company as it would be a conflict of interest with Jaco and Engineering, Design, and Testing Corp.

(Joint Stip. ¶ 46.)

166. In an interview conducted by CPD investigators on July 3, 2019, Jaco stated that the gas furnace in apartment J-1 needed servicing. Although the exact model and age of the furnace was not determined, it was believed to be at least 30 years old and had reached the end of its useful life. While the furnace was operating, blue and yellow flames were visible outside and around the combustion chamber, which is not supposed to occur. During the test, carbon monoxide levels reached 529 PPM in less than a minute, 2,340 PPM in the second minute, doubled again in four seconds and doubled again seven seconds later, reached 12,730 PPM.

Such levels are potentially dangerous to humans, Jaco stated. (Joint Stip. ¶ 47.)

167. CHA had received no complaints about the operation of the furnace in apartment J-1 regarding carbon monoxide prior to the events leading to the evacuation of Allen Benedict Court in January 2019. CHA has no records that the furnace in J-1 had been regularly serviced.

(Joint Stip. ¶ 48.)

168. Photographs taken by Jaco of the furnace in Apartment J-1 are shown below:



(Joint Stip. ¶ 49.)

169. Photographs taken by CPD investigators of the chimney flue and attic in Building J are shown below:



(Joint Stip. ¶ 50.)

170. Eighteen current and former CHA officials and employees were interviewed by CPD investigators. None of the officials and employees reported any issues at Building J with faulty equipment, appliances or natural gas leaks, except for (1) an incident on August 29, 2018, when a landscaper hit an outside gas regulator and it was repaired; and (2) an issue in late 2017

with a water heater in Apartment J-3 in which a contractor was called to repair it. (Joint Stip. ¶ 51.)

171. Fourteen CHA officials and employees told CPD investigators they either did not know or did not recall any hazardous issues with regard to gas leaks or carbon monoxide in Building J at Allen Benedict Court. None were aware of the need for carbon monoxide detectors in the apartments. (Joint Stip. ¶ 52.)

172. Gilbert Walker, then executive director of CHA, in an interview on February 5, 2019, with investigators from HUD's Office of Inspector General, described maintenance employee Steven Ringer as the "go to guy" for gas-related issues at Allen Benedict Court. If Ringer could not address the problem, a third-party contractor was called. (Joint Stip. ¶ 53.)

173. Maintenance employee Steven Ringer, employed at CHA for 21 years, told CPD investigators he worked on gas repairs at Allen Benedict Court. Ringer stated in response to written questions that he had been denied necessary training, told to do jobs he did not feel comfortable doing, been told by other employees that they did not feel comfortable doing a repair due to lack of training or knowledge, and seen work that needed to be done and was told no or denied a request to do the work. Ringer provided investigators with an email he sent on November 3, 2014, to supervisors David Lorick and Howard Thomas and to executive director Gilbert Walker. The email stated:

Health and safety concerns about the gas water heaters at ABC [Allen Benedict Court] and Gonzales Gardens. This problem has been discovered during calls due to pilot light shutting off multiple times. This problem is due to the collapse of the buildings original gas vent pipe. Without proper venting the exhaust from the gas water heater is trapped in the apartment that can fill the apartment with carbon dioxide. Anyone living at ABC and Gonzales Gardens is at risk of carbon dioxide poisoning, that can lead to health issues or a fatality. To solve this problem involves running a new vent to each gas water heater in all of these apartments. This problem needs to be solved as soon as possible.

(Joint Stip. ¶ 54.)

174. David Lorick, Ringer's supervisor who retired after nearly 28 years as a CHA maintenance coordinator, told CPD investigators that he recalled verbally discussing with Ringer the circumstances described in the November 2014 email. Lorick did not recall if any action was taken, but it was up to his supervisors and CHA executives to address it. (Joint Stip. ¶ 55.)

175. Maintenance employee Larry Dunlap, when asked if he had seen work that needed to be done on the property and was told no or denied a request to do the work, stated "don't want to answer." Maintenance employee Ralph Brannon, answering the same question, stated that work on roofs and floors was not done. (Joint Stip. ¶ 56.)

176. Howard Thomas, CHA's deputy executive director, told CPD investigators that smoke detectors and fire extinguishers were supposed to be checked by maintenance whenever they were at an apartment. Carbon monoxide detectors were required beginning in 2015 under the international building code, but were not required in existing units unless major renovations were done to a building. Appliances are supposed to be checked during annual inspections, but are replaced only if beyond repair. Training is offered to employees at times, but not on any regular schedule. Thomas stated he could not remember the last time he was in Building J. "I don't go to – to the complexes themselves a whole lot," he stated. CHA had received a lot of calls about smelling gas after the deaths, but tenants may be confusing natural gas with other smells or a pilot light malfunction can cause a gas smell, Thomas stated. Thomas estimated that maintenance may have received 20 to 25 calls about gas in the past year, but probably half were not gas-related. Thomas stated that no CHA employees would have done anything deliberate to cause anyone to get hurt. (Joint Stip. ¶ 57.)

177. Walker told HUD-OIG investigators that he discovered after the deaths at Allen Benedict Court that a 2015 law required all housing units to have carbon monoxide detectors.

Walker was not sure who was supposed to advise him or his staff about the and believed the fire department should have told them. Carbon monoxide detectors were not raised as an issue in annual inspections, Fire Department inspections or during REAC evaluations. (Joint Stip. ¶ 58.)

178. Walker, employed by CHA since 1968 and executive director since 2000, told CPD investigators that smoke detectors and fire extinguishers were required in all units, but he was not sure whether carbon monoxide detectors were required. Walker's written answers to several questions about inspections, maintenance and appliances were "see Howard Thomas." (Joint Stip. ¶ 59.)

179. Walker told CPD investigators that CHA sometimes had specific training sessions for maintenance employees, some of whom are licensed electricians, plumbers or heating/air technicians. Third-party contractors are hired when needed. CHA provided certifications and training records to CPD investigators for only two employees. CHA also showed investigators the training room with exemplar appliances and systems. (Joint Stip. ¶ 60.)

180. Walker stated to CPD investigators that complaints about faulty appliances are supposed to be addressed within 24 hours. He recalled one instance of a malfunctioning gas stove at Allen Benedict Court in November 2018. The stove was replaced and he "chewed out" an employee and suspended him without pay for failing to properly install the stove and causing a gas leak. Walker stated that he had not reviewed CHA's policies and procedures on inspections "in a while" because his focus had been on trying to buy property and develop new housing units. CHA has about 15,000 people on waiting lists. (Joint Stip. ¶ 61.)

181. CPD investigator Nicholas Fortner asked Walker why carbon monoxide detectors had not been installed at Allen Benedict Court.

Q. Okay, all right, prior to the incident on January 17, 2019, which is when the two gentlemen passed away, have you or anyone else noted the absence or need of any carbon

monoxide detectors [or] before that happened did you or anyone think of or notice about the carbon monoxide detectors being needed or did anybody bring to attention, you know we may need them.

A. Nobody bring it to my attention. . . .

A. Yeah. In fact I don't think it was a requirement. . . . Uh, unless it - it was a requirement if you did more than 50% to a particular apartment or a house or that you had to put it in.

Q: I got ya okay.

A. But over at Allen Benedict Court we didn't – we hadn't done any.

Q. Nobody I mean I guess what I'm askin' as far as just by having gas appliances in that apartment did anyone think just far as a general safety that we should put 'em in there, that you all had budgeted thinking just for safety that we'll put 'em in there?

A. I didn't.

Q. Nobody had thought of that, I guess, prior to?

A. And I'll tell you personally I didn't. . . . Now, I know, hindsight 20/20.

Q. Right, right. But nobody, I guess none of the maintenance or anything mentioned that. . . .

A. CO2 detectors I think we got 'em in just about everywhere now.

Q. Right.

A. I think it costs about \$40.00 apiece.

Q. Okay, there's nobody that just thought about it at the time?

A. Yeah, if they did, they didn't say anything to me about it.

(Joint Stip. ¶ 62.)

182. On February 6, 2019, Walker told the CHA Board that the issue of carbon monoxide detectors “had not come up during the most recent inspections and that he had recently learned a law passed in 2015 requiring them in all homes.” By February 6, 2019, CHA had

installed carbon monoxide detectors in all public housing complexes and were continuing to do so in single-family homes. (Joint Stip. ¶ 63.)

183. Similarly, work orders and annual inspections for the other five apartments in Building J did not mention or address the function or condition of the gas furnaces, hot water heaters and stoves, other than notations regarding the cleanliness of the stove, with a handful of exceptions: recommended replacement of leaking water heater in Apartment J-4 in March 2018; an unspecified furnace repair in Apartment J-4 in October 2018; water heater pilot light relit in January, May and July 2018 and an unspecified water heater repair in Apartment J-4; and unspecified stove repairs in May and July 2018 in Apartment J-5. None of the work orders or inspection reports mentioned carbon monoxide detectors at all. HUD and fire department inspection forms did not list carbon monoxide detectors as required. (Joint Stip. ¶ 64.)

184. CPD investigators stated:

After interviews with several employees and the public housing inspector all stated there was no system in place for preventive maintenance for this type of furnace. This furnace does not have a filter that is changed as newer models do. The newer model furnaces are on system work orders to have the filters changed. Training models of the furnaces are located at the CHA[;] however [CHA employee] Marvin Smith stated training has not been conducted for several years since [CHA employee] David Lorick retired. He stated training at this time is conducted on the job[;] however he is working on bringing back regular training sessions. He stated he was unaware of any other regular maintenance that is conducted on this style of heater.

(Joint Stip. ¶ 65.)

185. HUD's Real Estate Assessment Center (REAC) hires independent contractors to inspect public housing complexes. (Joint Stip. ¶ 66.)

186. "The purpose of the physical inspection process is to provide HUD with the ability to assess whether its properties are in a safe, decent, sanitary condition and in good repair.

REAC and HUD use the results to assess the overall condition of portfolios currently under its jurisdiction.” (REAC Participant Guide, p. 1-29.) (Joint Stip. ¶ 67.)

187. Under the REAC guidelines, certain health and safety deficiencies are consider life-threatening hazards: (1) propane, natural, or methane gas detected; (2) exposed wires or open electrical panels; (3) water leaks on or near electrical equipment; (4) blocked or unusable emergency or fire exits; (5) window security bars preventing exit; (6) blocked fire escapes or ladders; (7) missing gas-fired water heater/HVAC, misaligned chimney; and (8) inoperative / missing smoke detectors. (REAC Participant Guide, p. 1-55.) (Joint Stip. ¶ 68.)

188. As a result of the complex-wide inspections on January 18, 2019, Columbia Fire Department issued notices of violations in 19 of the 26 buildings (Buildings F, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y and Z). The violations included unsafe heating appliances, appliances which were fire hazards, flues or chimneys which were fire hazards, lack of working smoke detectors, lack of carbon monoxide detectors at all, and lack of fire extinguishers which had been serviced and certified. (RULE 5-8 to -10, 13-66.) On November 25, 2019, CFD and the fire marshal issued four citations to CHA of \$470 each, for a total of \$1,880. (RULE 5-77 to -80.) CHA pleaded guilty and paid the fines on three of the citations in Columbia Municipal Court after a brief hearing on February 12, 2020. CHA asked for a jury trial on the citation regarding the carbon monoxide alarms and that case remains pending. (Joint Stip. ¶ 70.)

189. On November 25, 2019, Columbia Police Department’s Codes Enforcement officers issued 22 citations to CHA of \$470 each, for a total of \$9,870. (One citation was dismissed because it was duplicative.) The citations were for violations of various building codes, including codes pertaining to interior surfaces, process violations (fumes and exhaust systems), mechanical appliances, plumbing, stairs, doors, electrical hazards, windows, roofs and

handrails. (RULE 5-67 to -76, -346, -357.) CHA pleaded guilty and paid the fines in Columbia Municipal Court after a brief hearing on February 12, 2020. (Joint Stip. ¶ 71.)

190. Investigators' documentation and photographs pertaining to the fire and building code violations totaled more than 2,000 pages. (Joint Stip. ¶ 72.)

191. On November 27, 2019, Fifth Circuit Solicitor Byron Gipson announced that no criminal charges would be filed against CHA or its officials after a 10-month investigation. CPD Chief Skip Holbrook stated at a news conference that the investigation found that "no preventative maintenance (was) done on appliances." Maintenance reports were inadequate and incomplete and CHA had a single inspector for 2,600 housing units, which was not nearly enough, according to Holbrook. Furthermore, "there was a perception or belief by many (tenants) that if you complained things would not be fixed," Holbrook said. (The State, Nov. 27, 2019, "Investigators find what caused two deaths at Allen Benedict Court but no charges filed.") (Joint Stip. ¶ 73.)

192. On May 21, 2020, the CHA Board approved a contract for the demolition of Allen Benedict Court. (Joint Stip. ¶ 74.)

193. In or about October 2021, the demolition of Allen Benedict Court began.

FURTHER FACTUAL ALLEGATIONS

194. On information and belief, the lease agreements into which Plaintiffs and Defendant entered contain standard language by which Defendant undertook and agreed, among other things, to regularly clean all common areas, maintain the buildings in a safe and habitable condition, and make all necessary maintenance and repairs with reasonable promptness.

195. Defendant must comply with all applicable building and housing codes materially affecting health and safety.

196. Defendant must do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.

197. Defendant failed – even after repeated notice – to remedy a condition that Defendant knew materially affected health, safety, habitability and cleanliness.

198. Defendant’s failure to address the known or suspected gas leaks in numerous buildings and apartments at Allen Benedict Court materially affected the health and safety of all of the residents, putting them at increased risk of injury, serious medical conditions and death.

199. Plaintiffs have experienced suspected or known leaks of gas in their apartments for months or years at Allen Benedict Court.

200. Plaintiffs for months or years have repeatedly reported ongoing known and suspected gas leaks to maintenance and management officials at Allen Benedict Court.

201. On information and belief, Defendant, acting by and through its Board of Commissioners, Executive Director and employees, failed or refused to take any meaningful action to correct the problems after receiving repeated complaints and reports of gas leaks from Plaintiffs for months or years.

202. On information and belief, Defendant, due to its lack of concern for this serious health and safety issue, deprived Plaintiffs of the use and enjoyment of their apartments, created unfit and unsafe living conditions for the residents, and caused Plaintiffs to suffer extreme emotional distress and fear.

203. Plaintiffs, after evacuation from Allen Benedict Court, were housed in area hotels for as long as five months.

204. Plaintiffs, after evacuation from Allen Benedict Court, were abruptly displaced from their homes and forced to find a new home.

205. Plaintiffs suffered actual and consequential damages due to the severe and prolonged disruption of their lives and daily activities, including, but not limited to, the following:

- Being removed from their homes without notice;
- Living in a small hotel room, often with minor children, instead of a two-story apartment with one to three bedrooms;
- Increased food costs from being unable to buy groceries and prepare meals;
- Spoiled and lost food and groceries left in apartment refrigerators and freezers;
- The effort and time involved in locating a suitable replacement home, visiting it, and awaiting CHA's inspection and approval under the Section 8 voucher program;
- Expenses related to moving clothing, furniture, household items, and other personal belongings to a new residence;
- Loss of space for children and adults to get outside, walk and play while confined to hotels;
- Disruption of children's school life and transportation, affecting their ability to study, learn and grow in a safe, stable environment;
- Disruption of child care arrangements;
- Disruption of availability of medical care and transportation to medical providers;
- Disruption of all normal living routines, including home, work, school, medical care, and daily life in general; and

- The cumulative impact emotionally of all the above challenges, including aggravation, frustration, physical anxiety, and stress related to all of the above events and issues.

206. Plaintiffs have suffered damages due to increases in the monthly out-of-pocket rental and utility expenses paid by the tenant as a result of the closure of Allen Benedict Court.

207. As a direct and proximate result of Defendant's acts or omissions, Plaintiffs suffered a loss of the enjoyment and value of apartments they had paid for, were placed risk of severe injury and death, and have suffered other actual and consequential damages, in an amount to be determined by the trier of fact.

FOR A FIRST CAUSE OF ACTION
(Violation of S.C. Residential Landlord and Tenant Act)

208. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.

209. Defendant's failure to maintain a healthy and safe premises violates the S.C. Residential Landlord and Tenant Act, S.C. Code Ann. §§ 27-40-220, 27-40-440, 27-40-610, 27-40-630, 27-40-660 and 27-40-910, and the codes incorporated therein by reference.

210. Defendant's noncompliance was willful because they had actual knowledge of the problem yet took no corrective action.

211. Defendant has violated S.C. Code Ann. § 27-40-440 in that it has failed to maintain the premises in such a manner that they are safe, fit and habitable, proximately causing Plaintiffs to suffer actual damages.

212. Plaintiffs are informed and believed that pursuant to S.C. Code Ann. § 27-40-610(b), they are entitled to an award of actual damages, and because the breach was willful, an award of attorney's fees from Defendant.

213. Defendant's acts and omission in making Plaintiffs' apartments unsafe and uninhabitable amounts to a constructive or actual ouster of Plaintiffs.

214. Plaintiffs are informed and believe that pursuant to S.C. Code Ann. § 27-40-660, they are entitled to award of damages in the amount of the greater of three months' rent or two times actual damages by them sustained, as well as an award of attorney's fees from Defendant.

215. On information and belief, Defendant has violated S.C. Code Ann. § 27-40-910, and Plaintiffs have suffered actual damages.

216. Plaintiffs are informed and believe that pursuant to S.C. Code Ann. § 27-40-910(h), and as recompense for having to suffer such actual or threatened retaliation, Plaintiffs are entitled to an award of damages the greater of three months' rent or treble the actual damages sustained by each of them, as well as an award of attorney's fees from Defendant.

FOR A SECOND CAUSE OF ACTION
(Negligence / Gross Negligence / Negligence Per Se / Negligent Hiring /
Negligent Training / Negligent Supervision)

217. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.

218. Defendant was negligent, careless, grossly negligent, reckless, willful and wanton in one or more of the following ways:

- a) In failing to properly maintain Allen Benedict Court in a safe, fit and habitable condition and in allowing repeated and ongoing known and suspected gas leaks;
- b) In failing to timely address health and safety hazards at Allen Benedict Court;
- c) In failing to adequately and timely respond to repeated complaints from tenants and residents at Allen Benedict Court about known or suspected gas leaks;
- d) In failing to install and require carbon monoxide monitors at Allen Benedict Court;

- e) In failing to adequately warn tenants and residents about the dangers of gas-burning furnaces, water heaters and kitchen ranges/stoves;
- f) In failing to exercise due care in the selection or hiring of employees, agents or subcontractors to manage the complex and/or perform necessary maintenance and repairs at Allen Benedict Court;
- g) In failing to exercise due care in the training of employees, agents or subcontractors to manage the complex and/or perform necessary maintenance and repairs at Allen Benedict Court;
- h) In failing to adequately monitor and supervise the employees, agents or subcontractors that were hired to manage the complex and perform maintenance and repairs at Allen Benedict Court;
- i) In failing to exercise due care in the maintenance and repair of Allen Benedict Court;
- j) And in such other and further ways that shall be discovered in this litigation.

219. Defendant's breach violated its statutorily and other mandated duties to protect the safety of tenants and residents and maintain the apartments in a safe, fit and habitable condition.

220. As a direct and proximate result of Defendant's acts and omissions, Plaintiffs have been caused to suffer actual, special and consequential damages. Plaintiffs are informed and believe that they are entitled to compensation from Defendant for the same.

FOR A THIRD CAUSE OF ACTION
(Breach of Warranties of Habitability and Quiet Enjoyment)

221. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.

222. Implied in Plaintiffs' leaseholds are the express and implied warranties of habitability and quiet enjoyment.

223. Defendant's failure to maintain a safe, healthy and livable premises violates the express and implied warranties of habitability and quiet enjoyment.

224. Defendant knew or should have known of the repeated and ongoing gas leaks that created the unhealthy and unsafe conditions, but failed to correct same.

225. Plaintiffs are informed and believe that as a direct and proximate result of Defendant's acts and omissions as described herein, they have sustained actual, special and consequential damages. Plaintiffs are informed and believe that they are entitled to recover compensation from Defendant for the same.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract)

226. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.

227. Plaintiffs entered into a written contract and lease agreement with Defendant for the rental of apartments, and implied in that contract was a duty or covenant of good faith and fair dealing.

228. Plaintiffs performed all conditions precedent to faithful performance of that contract by Defendant.

229. Defendant, by its acts and omissions as described herein, failed to perform such contract and breached the same, including, but not limited to, a breach of their duty to maintain Allen Benedict Court in a safe, fit and habitable condition.

230. As a direct and proximate result of Defendant's acts and omissions, Plaintiffs have suffered actual, special and consequential damages, and are informed and believe that they are entitled to compensation from Defendant for such damages.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all causes of action to which they are entitled by a jury of their peers.

PRAYER FOR RELIEF

WHEREFORE, having fully set forth their Complaint, Plaintiffs pray that the Court grant by verdict or judgment an award of all damages they may recover under the law under all causes of action in this Complaint, actual damages, statutory damages, consequential damages and special damages in an amount to be determined by a jury, including attorney's fees and costs as allowed by any statute or court rule, and such other and further relief as the Court may deem just and proper.

Respectfully submitted,

s/ David Proffitt

David Proffitt, SC Bar No. 11193
Ronald B. Cox, SC Bar No. 11129
Proffitt & Cox, LLP
140 Wildewood Park Drive, Suite A
Columbia, S.C. 29223
Telephone: (803) 834-7097
Fax: (888) 711-1057
Email: dproffitt@proffittcox.com
Email: rcox@proffittcox.com

Attorneys for Plaintiffs

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