

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS

The Sherwin-Williams Company, Inc. )  
 )  
Plaintiff(s) )

CIVIL ACTION COVERSHEET

vs.

2011 CP-00-8537

Gurudwara Nanak Sar, Sikh Religious )  
Society, Inc. of South Carolina, ATCM, )  
Inc., and Coastline Concrete Finishers, )  
LLC, )  
Defendant(s) )

JEANETTE M. MURPHY  
C.C.P. & S.S.  
2011 DEC 14 AM 10:27  
FILED

(Please Print)  
Submitted By: C. Tyson Nettles, Esquire  
Hood Law Firm, LLC  
Address: 172 Meeting Street  
Charleston, SC 29401

SC Bar #: 72796  
Telephone #: (843) 577-4435  
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Other:  
E-mail: tyson.nettles@hoodlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

**DOCKETING INFORMATION (Check one box below)**

- JURY TRIAL demanded in complaint.
- This case is subject to **ARBITRATION** pursuant to the Circuit Court Alternative Dispute Resolution Rules
- This case is subject to **MEDIATION** pursuant to the Circuit Court Alternative Dispute Resolution Rules.
- This case is exempt from ADR (certificate attached).

**NATURE OF ACTION  
(Check One Box Below)**

- |   |  |  |   |
|---|--|--|---|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Construction (100)</li> <li><input checked="" type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> Employment (120)</li> <li><input type="checkbox"/> General (130)</li> <li><input type="checkbox"/> Wrongful Breach (140)</li> <li><input type="checkbox"/> Other (199)</li> </ul> | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li><input type="checkbox"/> Other Malpractice (299)</li> </ul> | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assault/Slander/Libel (300)</li> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Other (399)</li> </ul> | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Other (499)</li> </ul> |
|---|--|--|---|

- |  |   |  |  |
|--|---|--|--|
| <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Sexual Predator (510)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599)</li> </ul> | <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)**</li> <li><input type="checkbox"/> Other (799)</li> </ul> | <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Driver License Reinstate (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture (840)</li> <li><input type="checkbox"/> Other (899)</li> </ul> | <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOI (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Other (999)</li> </ul> |
|--|---|--|--|

- Special/Complex /Other**
- Environmental (600)
  - Automobile Arb (610)
  - Medical (620)
  - Other (699)

\*\* Check only if Summons & Complaint to follow in 20 days

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF RICHLAND ) FIFTH JUDICIAL CIRCUIT  
 )  
 The Sherwin-Williams Company, )  
 )  
 ) Plaintiff, )  
 )  
 ) Versus )  
 )  
 )  
 GURUDWARA NANAK SAR, SIKH )  
 RELIGIOUS SOCIETY, INC. OF )  
 SOUTH CAROLINA, ATCM, INC., and )  
 COASTLINE CONCRETE FINISHERS, )  
 LLC )  
 )  
 ) Respondents. )

SUMMONS  
 (Non-Jury)

JEANETTE W. McBRIDE  
 C.S.P. & G.S.

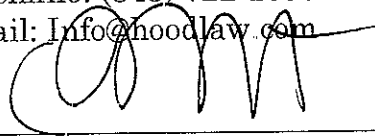
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TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer thereto on the subscribers at their office located at 172 Meeting Street, Post Office Box 1508, Charleston, South Carolina 29402, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief sought therein.

HOOD LAW FIRM, LLC  
 172 Meeting Street  
 Post Office Box 1508  
 Charleston, SC 29402  
 Phone: (843) 577-4435  
 Facsimile: (843) 722-1630  
 Email: Info@hoodlaw.com



J. Blanton O'Neal, IV (SC #68511)  
 C. Tyson Nettles (SC #72796)  
 Attorneys for the Plaintiff  
 The Sherwin-Williams Company

12/9, 2011  
 Charleston, South Carolina  
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5 Plaintiff is informed and believes that Defendant ATCM, INC., (hereinafter "General Contractor") is a North Carolina Corporation doing business in the County of Richland, State of South Carolina.

**GENERAL ALLEGATIONS**

6. Plaintiff hereby repeats and realleges the foregoing allegations as fully as if set forth herein verbatim.

7. Plaintiff entered into a contract and/or agreement with the Sub-Contractor to provide paint and painting supplies to the Sub-Contractor at the special insistence, consent, knowledge, and request of the General Contractor and Owner.

8. Pursuant to said contract and/or agreement, Plaintiff provided paint and painting supplies for the improvement of real property located at the Property.

9. The work undertaken by Plaintiff was at all times performed in a workmanlike, professional, and timely manner, and paint and painting supplies were all merchantable.

10. Plaintiff, pursuant to its contract, was not paid for the paint and painting supplies used at the Property, and there is a balance owing of Eleven Thousand, Eighty-Three Dollars and Sixteen Cents (\$11,083.16). (See verification attached as Exhibit A.)

11. The Plaintiff demanded payment.

**FOR A FIRST CAUSE OF ACTION**  
(Breach of Contract – Sub-Contractor)

12. Plaintiff repeats and realleges the foregoing allegations as fully as if set forth herein verbatim.

13. As stated above, Plaintiff and Sub-Contractor entered into a contract and/or agreement with Plaintiff to provide painting and painting supplies for the improvement of certain real property located at the Property.

14. Plaintiff supplied paint and painting supplies that were all merchantable and otherwise performed in conformity with its agreement.

15. All other conditions precedent to the contract and to the bringing of this legal action have taken place.

16. That Sub-Contractor owes Plaintiff the sum of \$11,083.16.

17. That Plaintiff made demand for prompt payment, but payment has not been received.

18. Sub-Contractor has neglected, in breach of contract or agreement, to pay Plaintiff the \$11,083.16 they owe for labor performed and/or materials supplied in the improvement of the subject premises.

19. Plaintiff is informed and believes that it is entitled to judgment against Sub-Contractor in the sum of \$11,083.16, together with attorney's fees, pre-judgment interest, and the costs of this action.

**FOR A SECOND CAUSE OF ACTION**

(Quantum Meruit Against – General Contractor, Sub-Contractor and Owner)

20. Plaintiff repeats and realleges the foregoing allegations as fully as if set forth herein verbatim.

21. General Contractor, Sub-Contractor and Owner have received the value of the paint and painting supplies furnished by Plaintiff as referenced above, with the cost and fair market value of said materials being \$11,083.16.

22. As a direct and proximate result of the damages, changes, and non-payment and directive of Defendants, Plaintiff conferred labor, materials, and/or

services to the benefit of General Contractor, Sub-Contractor and Owner in the amount of \$11,083.16, which benefit was realized General Contractor, Sub-Contractor and Owner and which if retained under the circumstances by General Contractor, Sub-Contractor and Owner would be inequitable.

WHEREFORE, Plaintiff prays for judgment as follows:

1. For a judgment against Sub-Contractor in the sum of \$11,083.16, together with attorney's fees, pre-judgment interest, and costs as to the First Cause of Action,;
2. For a judgment against General Contractor, Sub-Contractor and Owner in the sum of \$11,083.16 together with attorney's fees and costs as to the Second Cause of Action;
4. For such other and further relief as this Court may deem just and proper.

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Attorneys for the Plaintiff  
The Sherwin-Williams Company

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Charleston, South Carolina  
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