



The 2026 High School Mock Trial Civil Case

IN THE COURT OF COMMON PLEAS
SEVENTEENTH JUDICIAL CIRCUIT
COUNTY OF TAYLOR
STATE OF SOUTH CAROLINA

East Jasper Residential HOA)
Plaintiff,)
v.) Case No.
Apex Structural Engineering, Inc,) 2016-CP-47-0907
And)
Metro Builders, LLC)
Defendants.)

NOTE: All characters, names, events, places, and circumstances in this Mock Trial case are fictitious.

A PROJECT OF THE
SOUTH CAROLINA BAR
LAW RELATED EDUCATION (LRE) COMMITTEE
AND THE MOCK TRIAL SUBCOMMITTEE

2025-26 SC BAR PRESIDENT

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South Carolina Bar
Law Related Education Division

HIGH SCHOOL MOCK TRIAL PAST STATE CHAMPIONS

Year	Team	Nat'l Finish	Year	Team	Nat'l Finish
1982	Dreher High School		2004	Bob Jones Academy	1 st
1983	Conway High School		2005	Berkeley High School	20 th
1984	Strom Thurmond High School		2006	Berkeley High School	7 th
1985	Strom Thurmond High School		2007	Fort Mill High School	24 th
1986	Myrtle Beach High School		2008	Berkeley High School	32 nd
1987	Strom Thurmond High School		2009	Fort Mill High School	33 rd
1988	Socastee High School	1 st	2010	Bob Jones Academy	33 rd
1989	Berkeley High School		2011	North Myrtle Beach High School	22 nd
1990	Irmo High School		2012	Strom Thurmond High School	34 th
1991	Berkeley High School		2013	North Myrtle Beach High School	13 th
1992	Irmo High School		2014	North Myrtle Beach High School	2 nd
1993	Berkeley High School		2015	Strom Thurmond High School	21 st
1994	Middleton High School		2016	Fort Mill High School	23 rd
1995	Bob Jones Academy		2017	Strom Thurmond High School	26 th
1996	Socastee High School		2018	Heathwood Hall Episcopal	38 th
1997	Socastee High School		2019	Strom Thurmond High School	5 th
1998	Socastee High School		2020	Strom Thurmond High School	Covid
1999	Socastee High School		2021	Bob Jones Academy	5 th
2000	Berkeley High School	10 th	2022	Strom Thurmond High School	26 th
2001	Bob Jones Academy	21 st	2023	Bob Jones Academy	12 th
2002	Berkeley High School	26 th	2024	Strom Thurmond High School	6 th
2003	Bob Jones Academy	9 th	2025	Strom Thurmond High School	35 th



2025 State High School Mock Trial Champions
Strom Thurmond High School

PROFESSIONALISM AND CIVILITY AWARD WINNERS HIGH SCHOOL

The first Professionalism and Civility Awards were presented to one Middle School and High School team at their state competition. The competing teams nominated a team that demonstrated the following qualities inside and outside the courtroom:

- Professional demeanor
- Civility
- Integrity
- Honesty
- Fair play
- Respect for the competition
- Respect for fellow competitors
- Respect for volunteers and all associated with the program inside and outside the courtroom throughout the competition
- Respect for courthouse staff and facilities



HIGH SCHOOL

2017 – Chapin	(State)	2022 – Chas. Cty. Sch. of Arts..... (Regional)	
2018 – Dorman	(Regional)	2022 – Greenwood	(Regional)
2018 – Gov. Sch. Science & Math.....(Regional)		2022 – Strom Thurmond	(Regional)
2018 – Indian Land	(Regional)	2022 – Gov School for Science & Mathematics .(State)	
2018 – Kingstree	(Regional)	2023 – Richland Northeast	(Regional)
2018 – Spring Hill.....	(Regional)	2023 – Strom Thurmond	(Regional)
2018 – Wilson.....	(State)	2023 – Spring Hill	(State)
2019 – Fort Mill	(Regional)	2024 – Berkeley	(Regional)
2019 – Indian Land	(Regional)	2024 – GREEN Upstate	(Regional)
2019 – Kingstree	(Regional)	2024 – Richland Northeast	(Regional)
2019 – Socastee.....	(Regional)	2024 – Strom Thurmond	(Regional)
2019 – Spring Hill.....	(Regional)	2024 – Eastside High.....	(State)
2019 – Ft. Dorchester	(State)	2025 – Berkeley	(Regional)
2020 – Dutch Fork.....	(Regional)	2025 – GREEN Upstate	(Regional)
2020 – Heathwood Hall Episcopal...(Regional)		2025 – Richland Northeast	(Regional)
2020 – Kingstree	(Regional)	2025 – Strom Thurmond	(Regional)
2021 – W.J. Keenan	(Regional)	2025 – Eastside High.....	(Regional)
2021 – Lexington	(Regional)	2025 – Hammond School	(State)
2021 – Ft. Dorchester	(Regional)		
2021 – Chas. Cty. Sch. of Arts.....	(State)		

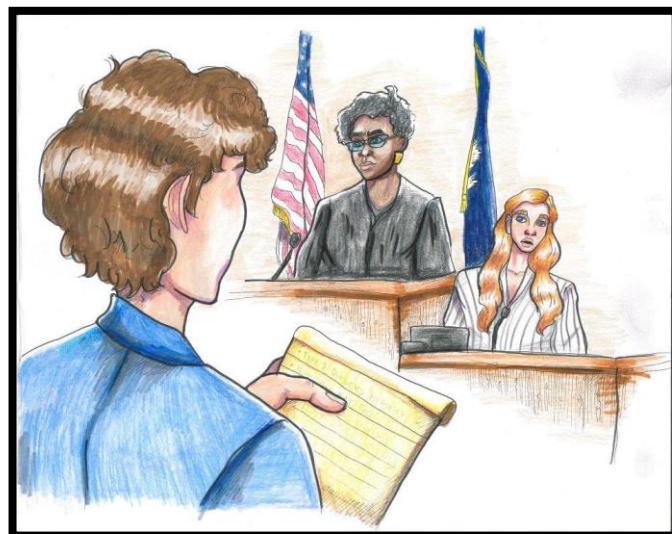
**HIGH SCHOOL MOCK TRIAL
COURTROOM ARTIST AND JOURNALIST STATE WINNERS**

COURTROOM ARTIST

2011 – Jane Xu, Dreher High
2012 – Megan Greer, Montessori School of Anderson
2013 – Elissa Na, Bob Jones Academy
2014 – Ezekiel King, Wade Hampton High
2015 – Ezekiel King, Wade Hampton High
2016 – Natalie Fanello, Montessori School of Anderson
2017 – Marina Ataalla, Carolina Forest High
2018 – Ruby Dozier, Manning High
2019 – Grace Wood, NEXT High
2020 – Morela Taffe, Indian Land High
2021 – (No competition due to virtual)
2022 – (No competition due to virtual)
2023 – Mariagustina “Nina” Rodriguez, Indian Land HS
2024 – No competition
2025 – Stephanie Watts, Carolina Forest HS

COURTROOM JOURNALIST

2011 – Caylyn Bird, Spring Valley High
2012 – Kayla Fenstermaker, Bob Jones Academy
2013 – Ya Fang, Gov School for Science and Mathematics
2014 – Ana Kate Barker, Bob Jones Academy
2015 – Jacqueline Tobin, Gov School for Science and Mathematics
2016 – Kristal L. Herrin, Strom Thurmond High
2017 – Rachel Black, York Preparatory Academy
2018 – Maggie May, Dorman High
2019 – Rachel Black, York Preparatory Academy
2020 – Ariel Burrow, Dorman High
2021 – (No competition due to virtual)
2022 – (No competition due to virtual)
2023 – Jacob Mijalli, Scholar’s Academy
2024 – No competition
2025 – Terrell Lee, W.J. Keenan HS



**Sample Entry by Morella Taffe (Indian Land High School)
INTRODUCTION TO THE MOCK TRIAL COMPETITION**

Mock Trial is sponsored by the South Carolina Bar's Law Related Education Division (LRE). South Carolina public, private, and charter schools, as well as homeschooled students throughout the state are invited to participate in this competitive program at either the middle or high school level. Each participating school enters a team ideally composed of 16 or more students (and a minimum of six students) and requires a teacher-coach sponsor. SC Bar LRE assists in locating attorney coaches to help teams prepare for the competition and provides teams with the case materials, the competition handbook, and other competition materials on the SC Bar website at www.scbar.org/lre.

The Mock Trial season consists of regional competitions with a culminating state competition at the high school level.

Teams are officially assigned to a region after the drop date assigned for each level. Once a team is assigned to a region, the team cannot switch regions without the approval of the LRE Director. *(Regions are subject to be split based on courthouse capacity, and the number of teams in a region.)*

High School Mock Trial Competition Schedule

- Regionals Saturday, February 28, 2026
- State Friday and Saturday, March 13, 14, 2026

GOALS

The goals of this program are first and foremost to educate South Carolina students about the basis of our American judicial system and the mechanics of litigation. The program also serves to build bridges of cooperation, respect and support between the community and the legal profession. Through participation in the Mock Trial program, students increase important skills of listening, speaking, writing, reading and analyzing. All participants are encouraged to keep in mind the goal of Mock Trial is to learn and understand the meaning of good citizenship through participation in our system of law and justice.

Students

Your participation in Mock Trial will allow you to experience what it is like to prepare for and present a case before a presiding judge and scoring judges. As you prepare, you will sharpen public speaking and presentation skills. The greatest benefit is the opportunity to learn how the legal system works. Your interaction with some of South Carolina's finest attorneys and judges in a professional setting will give you insight to the different interpretations of trial procedure and litigation styles used in the legal arena.

Teacher Coaches, Attorney Coaches, and/or Judges

Your contribution of time and talent opens up opportunities to South Carolina students. Your participation is a key element to the success of this program. All coaches should obtain and follow their school's policy on adult/student interaction.

DISCUSSION FORUM

The Mock Trial Discussion Forum is a place to post questions concerning the content of the case materials, the competition rules, and the competition itself. The Discussion Forum is accessible through the LRE website. [Click Here for Discussion Forum](#)

The link above opens a registration/login page for the Discussion Forum. It can take up to 48 hours to gain access once registered. Responses posted to the questions could change the case materials, and/or competition specifics that apply on competition day. The Discussion Forum closes 10 business days prior to each competition.

HAVE MOCK TRIAL QUESTIONS?

Attorney Coach Needed	Donald N. Lanier
Case.....	Ask on Discussion Forum
Competition.....	Ask on Discussion Forum or Contact Donald N. Lanier
Concerns.....	Donald N. Lanier
Credit Card Payment Portal.....	Online form
Downloading Materials	Donald N. Lanier
Forms	Marian Kirk
Forum Registration	Donald N. Lanier
General Questions.....	Donald N. Lanier
Invoices on Tabroom	Donald N. Lanier
Registration	Marian Kirk
Tabroom Questions/Completion, etc.	Donald N. Lanier
Mock Trial Training Registration	Marian Kirk
LAW RELATED EDUCATION OFFICE	(803) 252-5139
Donald N. Lanier, LRE Director	dlanier@scbar.org
Marian Kirk, Mock Trial Manager	mkirk@scbar.org
Sara Buckliew, LRE Coordinator.....	sbuckliew@scbar.org

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CASE INTRODUCTION

A 30-story residential high-rise (“East Jasper Residential Tower”) was designed by Apex Structural Engineering and built by Metro Builders. After construction, an architectural student conducting independent wind load research discovered that the tower’s unique “elevated column” design was vulnerable to quartering winds due to cost-saving weld substitutions. This student alerted Dr. Rowan Hightower, who then raised the issue with Apex’s lead engineer. Shortly thereafter, an internal engineer at Apex, Samuel Greene, acted as a whistleblower and leaked internal calculations confirming the structural risk. The building’s Homeowners Association (HOA), representing hundreds of residents, joined with the property owner in filing suit, alleging negligence, breach of contract, and breach of fiduciary duty. Plaintiffs argue that the design and construction created a latent structural hazard, requiring millions in retrofits, causing loss of property value, and endangering residents.

Defendants (Engineer & Builder) deny liability, claiming the structure met code at the time, the risk was theoretical, and the retrofits were “voluntary upgrades” rather than required corrections.

**The introduction is background material for informational purposes only.
It is not to be considered part of the case materials.**

COMPLAINT

(A Complaint is the document the Plaintiff files with the court to start a lawsuit.

It contains the Plaintiff's version of the facts of the case.

The Plaintiff must prove the facts in the case. It is up to the jury to decide the facts.)

AND

ANSWER

(An Answer is the document the Defendant files in response to the Complaint.

The Defendant must address each of the points in the Complaint
and give his/her version of the facts.)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF TAYLOR	)	Case No. 2016-CP-47-0907
)	
East Jasper Residential HOA)	
)	
Plaintiff,	)	SUMMONS
vs.)	
)	
Apex Structural Engineering, Inc.	)	JURY TRIAL REQUESTED
And)	
Metro Builders, LLC)	
)	
Defendant.)	
)	

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 to the Complaint on the undersigned at their office located at 950 Laurelhurst Drive, East Jasper, within thirty (30) days after the service hereof upon you, exclusive of the day of such service; and if you fail to

answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in the Complaint.

Respectfully submitted,

Sanders and Associates, PA

Sara R. Sanders

Sara Renee Sanders
S.C. Bar Number: 123A456C
Attorney for the Plaintiff
950 Laurelhurst Drive
East Jasper, S.C. 29900

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF TAYLOR	)	Case No. 2016-CP-47-0907
)	
East Jasper Residential HOA)	
)	
Plaintiff,	)	COMPLAINT
vs.	)	(BREACH OF CONTRACT, NEGLIGENCE &
	)	BREACH OF FIDUCIARY DUTY)
Apex Structural Engineering, Inc.)	
and	)	JURY TRIAL REQUESTED
Metro Builders, LLC)	
)	
Defendant.)	
)	

Comes now the Plaintiff, ABP Developers, Inc. (hereinafter "Plaintiff"), and states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff East Jasper Residential HOA is a non-profit organized and existing under the laws of South Carolina with its principal location in the town of East Jasper located in Taylor County, South Carolina.
2. Defendant Apex Structural Engineering, Inc. is a business authorized to conduct business, and doing business, in the State of South Carolina, with offices located in Taylor County, South Carolina.
3. Defendant Metro Builders, LLC is a limited liability company authorized to conduct business, and doing business, in the State of South Carolina, with its principal office located in Taylor County, South Carolina.
4. Jurisdiction and venue are proper in Taylor County because the subject matter of this action arose therein and the Defendant conducts business within this jurisdiction.

FACTUAL ALLEGATIONS

5. In August 2014, Plaintiff began operating the Homeowners Association for the East Jasper Residential Tower located in East Jasper, Taylor County, South Carolina.
6. August 18, 2014, marked the end of construction and the issuance of a Certificate of Occupancy for the East Jasper Residential Tower. Defendant Apex Structural Engineering, Inc., and Defendant Metro Builders, LLC were the parties responsible for

the design and construction of the East Jasper Residential Tower.

7. Following issuance of the Certificate of Occupancy, Plaintiffs residents began purchasing and moving into units in the East Jasper Residential Tower.
8. Throughout the remainder of 2014 through May 31, 2015, Defendant Metro Builders, LLC completed various minor deficiencies and “punch list” items as specified by Plaintiff.
9. On or about November 19, 2015, an engineer in the employ of Defendant Apex Structural Engineers, Inc. submitted a memo to leadership of Apex, detailing potential structural failings of East Jasper Residential Tower.
10. Subsequent to this notification neither Defendant made notification to Plaintiff or prepared a solution to the structural failings.
11. Plaintiff alleges that these defects are due to Defendant’s failure to adhere to construction standards and industry guidelines as required by the contract, resulting in structural deficiencies.
12. Due to the defective construction, East Jasper Residential Tower required retrofitting in the amount in excess of 23 million dollars to ensure safety. Plaintiff is damaged because Plaintiff incurred significant financial expenses to repair the construction defects.

FOR A FIRST CAUSE OF ACTION – BREACH OF CONTRACT

13. Plaintiff incorporates paragraphs 1 through 12 as if fully set forth herein.
14. Defendant entered into a valid and enforceable contract with Plaintiff to construct the building in a workmanlike manner and in compliance with applicable construction standards.
15. Defendant breached the contract by failing to construct the building in compliance with the applicable standards, specifications, building code, and in compliance with the plans and specifications resulting in structural defects.
16. As a direct and proximate result of Defendant’s breach, Plaintiff has suffered damages, including loss of rental income and repair costs.

FOR A SECOND CAUSE OF ACTION – NEGLIGENCE

17. Plaintiff incorporates paragraphs 1 through 16 as if fully set forth herein.

18. Defendant owed Plaintiff a duty to perform construction services with reasonable care, skill, and diligence consistent with industry standards.
19. Defendant negligently failed to adhere to these standards. This negligent conduct is the proximate cause of the structural defects in the building.
20. As a direct and proximate result of Defendant's negligence, Plaintiff has sustained damages, including loss of rental income and future repair costs necessary to maintain the value and usability of the property.

FOR A THIRD CAUSE OF ACTION – BREACH OF FIDUCIARY DUTY

21. Plaintiff incorporates paragraphs 1 through 20 as if fully set forth herein.
22. Plaintiff and Defendant had a special relationship by way of their contract, which created a fiduciary duty.
23. Defendants violated their duty by failing to fully disclose all known information that is significant and material.
24. As a direct and proximate result of Defendant's breach, Plaintiff suffered damages, including loss of rental income and repair costs.

WHEREFORE, Plaintiff respectfully requests that this Court:

- a) Enter judgment against Defendant for breach of contract and negligence;
- b) Award Plaintiff compensatory damages, including but not limited to repair costs, lost rental income, and any other damages proven at trial;
- c) Award Plaintiff costs of this action, including attorney's fees if permitted by law;
- d) Grant such other and further relief as the Court deems just and proper.

Sanders and Associates, PA

Sara R. Sanders

Sara Renee Sanders
S.C. Bar Number: 123A456C
Attorney for the Plaintiff
Post Office Box 3423
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East Jasper, South Carolina
July 2, 2016

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF TAYLOR	)	Case No. 2016-CP-47-0907
)	
East Jasper Residential HOA)	
)	
Plaintiff,	)	ANSWER
vs.)	
)	
Apex Structural Engineering, Inc.)	
and	)	JURY TRIAL REQUESTED
Metro Builders, LLC)	
)	
Defendant.)	
)	

Defendants Apex Structural Engineering, Inc., and Metro Builders, LLC, ("Defendants"), by and through its undersigned counsel, hereby responds to the Complaint filed by Plaintiff ABP Developers, Inc. ("Plaintiff") as follows:

GENERAL DENIAL

1. Defendants deny each and every allegation, statement, and claim contained in Plaintiff's Complaint except as expressly admitted herein.

SPECIFIC RESPONSES TO ALLEGATIONS

2. Upon information and belief, Defendants admit the allegations of Paragraph 1.
3. Defendants admit the allegations of Paragraphs 2, 3, and 4.
4. Upon information and belief, Defendants admit the allegations of Paragraph 5.
5. Defendants admit the allegations of Paragraphs 6, 7, and 8.
6. Defendants admit only that a memo was created as alleged in Paragraph 9 and denies all allegations.
7. Defendants deny the allegations of Paragraph 10 that a solution was necessary or structural failings exist.
8. Defendants deny the allegations of Paragraph 11, and demands strict proof thereof.
9. Defendants deny the allegations of Paragraph 12, and demands strict proof thereof.
10. In response to Paragraph 13, Defendant realleges its responses in Paragraphs 1 through 9 above.

11. In response to Paragraph 14, Defendants admit only that it completed construction of the subject building in a workmanlike manner and denies all other allegations.
12. Defendants deny the allegations in Paragraphs 15 and 16 and demands strict proof thereof.
13. In response to Paragraph 17, Defendant realleges its responses in Paragraphs 1 through 12 above.
14. Defendant admits the allegations of Paragraph 18.
15. Defendants deny the allegations of Paragraphs 19 and 20, and demand strict proof thereof.
16. In response to Paragraph 21, Defendants realleges its responses in Paragraphs 1 through 15 above.
17. In response to Paragraph 22, Defendants admit only that they were in a contractual relationship with plaintiffs; however, the remainder of the paragraph calls for a legal conclusion and, to the extent Defendants are required to answer, these allegations are denied.
18. Defendants deny the allegations of Paragraph 23, and demand strict proof thereof.
19. Defendants deny the allegations of Paragraph 24, and demand strict proof thereof.
20. Defendant denies that Plaintiff is entitled to the requested relief contained in the unnumbered “wherefore” paragraph, including subparts “a” through “d.”

FOR A FIRST DEFENSE
(Comparative Negligence – More than 50%)

21. Further answering the Complaint, Defendant alleges that any damages sustained by Plaintiff were caused by the negligence or willfulness of Plaintiff combining, concurring, and contributing with the negligence or willfulness, if any, on the part of Defendant. Because Plaintiff’s negligence or willfulness is greater than the alleged negligence or willfulness of Defendant, Plaintiff is barred from recovery against Defendant.

WHEREFORE, Defendant respectfully requests that this Court:

- a) Dismiss Plaintiff’s Complaint with prejudice;
- b) Award Defendant its costs and attorneys’ fees incurred herein, if permitted by law;
- c) Award a judgment on Defendant’s counterclaim for breach of contract for the total amount due under the terms of the contract plus all pre-judgment and post-judgment interest owed; and
- d) Grant such other and further relief as the Court deems just and proper.

Mitchell and McAbee, LLC

Allison Mitchell

Allison Mitchell
S.C. Bar Number: 547G621F
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East Jasper, South Carolina
July 30, 2016

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF TAYLOR	)	Case No. 2016-CP-47-0907
)	
East Jasper Residential HOA)	
)	
Plaintiff,)	
vs.)	
)	
Apex Structural Engineering, Inc.	)	STIPULATIONS
and)	
Metro Builders, LLC)	
)	
Defendant.)	
)	

The parties agree and stipulate to the following:

1. This case is governed by the laws of the state of South Carolina.
2. There are no defects in the pleadings. The Defendant has properly appeared and answered and the Plaintiff has properly answered the Counterclaims asserted by the Defendant. The Court has jurisdiction over the parties. All questions of fact are being submitted to the jury. Questions of law will be decided by the Court. No law may be argued other than what is contained in the Jury Charges in the case materials.^[1]
3. This case has been bifurcated (separated). The only matter to be decided in this trial is liability. Damages, if any, will be decided at a later proceeding. *[i.e., not part of Mock Trial]*
4. All exhibits included in the case materials are authentic and accurate copies of the originals. No objections to the authenticity of the exhibits will be entertained. Both parties retain the right to make objections to the exhibits other than to an exhibit's authenticity. The only exhibits to be used at the trial are those included in the case materials provided by the South Carolina Bar.
5. The signatures on the witness statements and all other documents are authentic, and the statements were signed under oath by each witness.
6. No witness may be examined or cross-examined as to the contents of anything not included in the case materials. This includes, but is not limited to, information found on the internet, social media, books, magazines, and/or other publications.

^[1] This means no additional legal research may be presented at the Mock Trial proceedings.

7. The only witnesses available to be called at trial are those with affidavits in the case. All others referred to in the case materials are considered to be unavailable for trial.
8. The charge of the Court is accurate in all respects, and no objections to the charge will be entertained.
9. Witnesses who reference an exhibit in their affidavits are familiar with the contents of the entire referenced exhibit.
10. Defendants Apex Structural Engineering, Inc., and Metro Builders, LLC are being represented jointly under a joint defense agreement. Any conflicts that are or could be raised have been specifically waived by the parties.
11. All parties acknowledge the unusual length of time arriving at trial were due to circumstances beyond the control of any party, and no issues relating to the length of time before trial may be raised.

Note:

Jury instructions are NOT to be read to the jury on the day of the Mock Trial Competition.

The following jury instructions have been approved by the Court.

A. Bifurcated Trial

The parties agree the only issue to be decided is liability. If liability is found, the parties agree to have a separate hearing to decide damages. This means you will decide only the liability in this trial and you are not to consider the amount awarded, if any.

B. The Jury: Finders of the Facts

Under our Constitution and Code of Laws, only you the jury can make the findings of fact in this case. I am not permitted to tell you how I feel about the evidence presented. And, throughout this trial, I have intended to be fair and impartial toward each of the parties involved.

To determine the facts in this case, you will have to evaluate the credibility – or believability – of the witnesses. You are the sole judges of the credibility of the witnesses. In considering their credibility, you may take into consideration many things, such as:

1. Your impression of the appearance and manner of the witness on the stand, sometimes referred to as the demeanor of the witness.
2. Was the witness forthright or hesitant?
3. Was the witness's testimony consistent or did it contain discrepancies?

4. How did the witness come to know the facts about which he or she testified?
5. Did the witness have a cause or a reason to be biased and prejudiced in favor of the testimony he or she gave?
6. Was the testimony of the witness corroborated or made stronger by other testimony and evidence or was it made weaker or impeached by such testimony and evidence?

You can believe as much or little of each witness's testimony as you think proper. You may believe the testimony of a single witness against that of many witnesses – or just the opposite.

Of course, you do not determine your verdict merely by counting the number of witnesses presented by each side.

C. Expert Testimony

You have also heard the testimony of witnesses who have special knowledge, skill, experience, training, or education in the field of a particular profession or occupation who gave their opinions as experts about matters in which they are skilled. In determining the weight to be given such an opinion, you should consider the qualifications and credibility of the experts and the reasons given for their opinions. You are not bound by such opinions. Give them the weight, if any, to which you deem them to be entitled.

D. Circumstantial Evidence

There are two types of evidence generally presented during a trial – direct evidence and circumstantial evidence. Direct evidence is the testimony of a person who asserts or claims to have actual knowledge of a fact, such as an eyewitness. Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact in issue. The law makes absolutely no distinction between the weight or value to be given to either direct or circumstantial evidence. Nor is a greater degree of certainty required of circumstantial evidence than of direct evidence. You should weigh all the evidence in the case when arriving at a verdict.

E. The Judge: Instructor of the Law

The same constitution and laws that make you the finders of the facts also make me the instructor of the law. You must accept the law as I give it to you. If I am wrong, there is another place and time for that error to be corrected. But for now, you must accept the law as I give it to you. I caution you that it does not mean what you think the law should be, but what I tell you it is. *[For Mock Trial, there is no appeal.]*

F. Elements of a Cause of Action

To state a cause of action against a Defendant, the law requires a Plaintiff to set out in the Complaint the essential claims that make up the Cause of Action. The causes of action in this Complaint are Negligence, Comparative Negligence, and Breach of

Contract. In the Complaint, the Plaintiff in this action has set forth the essential elements of each cause of action, each of which is denied by the Defendant.

G. Defenses

In its Answer to the Plaintiff's Complaint, the Defendant has set forth various defenses. The Defendant admits the truthfulness of certain claims, such as the date of the occurrence, but denies each and every claim that would make Defendant responsible for the Plaintiff's injuries.

By doing this, the Defendant placed upon the Plaintiff the burden of proving those necessary elements.

In addition to this general defense, the Defendant put forth affirmative defenses to the particular Causes of Action. The burden is on the Defendant to prove those affirmative defenses.

H. Burden of Proof

Plaintiff has the burden of proof. Plaintiff must meet this burden by proving the claims by the preponderance – or the greater weight – of the evidence. So, what do we mean by the greater weight of the evidence? Simply this, imagine a traditional set of scales. When the case begins, the scales are even. After all the evidence has been presented, if the scales should remain even, or if they should tip ever so slightly in favor of the Defendant, then the Plaintiff will have failed to meet the burden of proof, and your verdict should be for the Defendant.

If, on the other hand, those scales tip – no matter how slightly – in favor of the Plaintiff, then the Plaintiff will have met the burden of proof, and your verdict would be for the Plaintiff.

The Defendant has the burden to prove its affirmative defenses by the preponderance of the evidence.

Of course, there is no way to weigh evidence, except through the exercise of your good common sense and judgment. It is entirely a mental process. The evidence you should give the most weight to is that which convinces you of its truth, regardless of the source from which it comes.

I. Impartial Jury

You have been sworn to give both parties in this case a fair and impartial trial. When you have done so, you will have complied with your oath and no one will have a right to criticize your verdict. You must not be influenced by opinions or expressions of opinion you might have heard outside of this courtroom, but must base your verdict only on the testimony of the sworn witnesses who took the stand, along with the other evidence introduced during the trial.

You must not be swayed by caprice, passion, prejudice, or improper sympathy for or against either party in this case. Remember, you have no friends to reward or enemies to punish. Both parties are entitled to a fair and impartial trial at your hands.

J. Breach of Contract

To recover for a breach of contract, the plaintiff must establish three elements by the preponderance of the evidence:

- 1) a binding contract entered into by the parties;
- 2) breach or unjustifiable failure to perform the contract; and
- 3) damage suffered by the plaintiff as a direct and proximate result of the breach.

A binding, valid contract must exist for there to be a cause of action for breach of contract. The plaintiff must prove each element of the contract sued on. However, in this case both the Plaintiff and the Defendant agree that the underlying contract was entered into and binding on them both. The parties disagree over who is responsible for the alleged breach of contract. Therefore, I instruct you that the first element of the breach of contract has been met and you, the jury, need only determine whether the alleged breach was justified.

K. Negligence

This is an action in which the Plaintiff claims to have suffered injuries to his/her property for which the Defendant is responsible in damages.

There are three essential elements of the Plaintiff's cause of action. They are denied by the Defendant's answer. Since the Plaintiff has initiated and brought this lawsuit against the Defendant, the burden of proof is upon the Plaintiff to establish all three by the greater weight or preponderance of the evidence:

- 1) That the Defendant was negligent or careless and/or reckless, willful or wanton, in one or more of the particulars of wrongful conduct alleged in the complaint;
- 2) That the Plaintiff was injured or damaged on his/her person or property or both;
- 3) That the Defendant's negligence or carelessness and/or recklessness, willfulness, and wantonness, in one or more of the particulars as alleged in the complaint, was the proximate cause of the Plaintiff's injuries.

What is negligence? Negligence is defined in the law as the absence of due (or ordinary) care. The word carelessness conveys the same idea as negligence. Negligence is the breach of a duty of care owed to the Plaintiff by the Defendant. Negligence is the failure, by omission or commission, to exercise due care as a person of ordinary reason and prudence would exercise in the same circumstances. It is the doing of some act that a person of ordinary prudence would not have done under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances.

In determining whether a particular act is negligent, the test you apply is what a person of ordinary reason and prudence would do under those circumstances at that time and place.

It is the Plaintiff's responsibility to prove the Defendant was negligent in one or more of the particulars as alleged in the Complaint. It is not required that the Plaintiff prove them all, but it is absolutely essential that the Plaintiff prove at least one. Otherwise, you would be required to find a verdict for the Defendant.

Negligence is a fact that, like any other fact in the case, must be proved. The mere happening of an accident, or the filing of a complaint, or the fact that damages have been sustained, raises no presumption of negligence. A surmise or conjecture (an opinion without evidence) that the Defendant was negligent is not evidence thereof. The bare fact that an innocent party sustained injury or damage does not place any responsibility on another party unless you find that there was some act of negligence on the part of that party that caused the injury or damage.

If you find the Plaintiff proved the Defendant was negligent (and/or reckless, willful, and wanton), then your next inquiry would be whether the Plaintiff proved such negligence was the proximate cause of the injury or damage. Negligence is not actionable unless it proximately causes the Plaintiff's injuries. A Plaintiff may only recover for injuries proximately caused by the Defendant's negligence.

Even if you should find the Plaintiff proved the Defendant was negligent (or reckless, willful, and wanton), but failed to prove such negligence (or recklessness, willfulness, and wantonness) was a proximate cause of the injury, the Plaintiff would have failed to make out his/her case and you would be required to find for the Defendant. However, if the Plaintiff proved these two propositions, then it would be necessary for him/her to prove his/her damages.

L. Negligence – Proximate Cause

Negligence is not actionable unless it proximately caused the Plaintiff's injuries.

Proximate cause is the efficient or direct cause of an injury.

Proximate cause requires proof of both causation in fact and legal cause. Causation-in-fact is proved by establishing the Plaintiff's injury would not have occurred "but for" the Defendant's negligence. Legal cause is proven by establishing foreseeability.

The touchstone of proximate cause in South Carolina is foreseeability. That is, foreseeability of some injury from a negligent act or omission is a prerequisite to its being a proximate cause of the injury for which recovery is sought. The test of foreseeability is whether some injury to another is the natural and probable consequence of the complained-of act. The Defendant may be held liable for anything that appears to have been a natural and probable consequence of his/her negligence.

Foreseeability is not determined from hindsight, but rather from the Defendant's perspective at the time of the incident.

The law requires only reasonable foresight. When the injury complained of is not reasonably foreseeable in the exercise of due care, there is no liability. The Plaintiff does not need to demonstrate that the Defendant should have foreseen the particular event that occurred but merely that the Defendant should have foreseen his or her negligence would probably cause injury to someone. Negligent conduct is the proximate cause of injury if that injury is within the scope of the foreseeable risks of the negligence.

While it is not necessary that the Defendant must have contemplated or could have anticipated the particular event which occurred, liability cannot rest on mere possibilities. The Defendant cannot be charged for that which is unpredictable or that which could not be expected to happen. The Plaintiff, therefore, proves legal cause by establishing the injury in question occurred as a natural and probable consequence of the Defendant's negligence. In determining whether a consequence is natural and probable, the Defendant's conduct must be viewed in the light of the attendant circumstances.

Proximate cause does not mean the sole cause. The Defendant's conduct can be a proximate cause if it was at least one of the direct, concurring causes of the injury. The law defines proximate cause of an injury to be something that produces a natural chain of events which, in the end, brings about the injury. In other words, proximate cause is the direct cause, without which the injury would not have occurred. If the accident would have happened as a natural and probable consequence, even in the absence of the alleged breach, then the Plaintiff has failed to demonstrate proximate cause.

Further, where the cause of the Plaintiff's injury may be as reasonably attributed to an act for which the Defendant is not liable as to one for which the Defendant is liable, the Plaintiff has failed to carry the burden of establishing that his/her injuries were the proximate result of the Defendant's negligence.

M. Comparative Negligence

The Defendant claims the Plaintiff's own negligence proximately caused the Plaintiff's damages. If you find the Defendant was negligent, you must then decide whether the Plaintiff was also negligent. The Defendant must prove by preponderance, or greater weight, of the evidence that the Plaintiff breached a duty of care and that breach proximately caused the Plaintiff's damages. The same law I told you to use in deciding whether the Defendant was negligent should be used in deciding whether the Plaintiff also was negligent.

If you find the negligence of both the Plaintiff and the Defendant proximately caused the Plaintiff's damages, you must then decide how much the Plaintiff's negligence

contributed to the Plaintiff's damages and how much the Defendant's negligence contributed to the Plaintiff's damages. In deciding the percentages of negligence of the Plaintiff and the Defendant, you may consider, among other things, the following factors:

1. Whether each party's conduct was only inadvertent or whether it was engaged in with an awareness of the danger involved;
2. The magnitude of the risk created by each party's conduct, including the number of persons endangered and the possible severity of the harm;
3. The significance of the goal that each party was trying to reach and the need to achieve the goal in that manner;
4. Each party's capabilities and abilities to realize and eliminate the risk involved;
5. The particular circumstances confronting each party at the time the conduct occurred, such as the existence of an emergency requiring a quick decision;
6. The relative closeness of the causal relationship between the negligent conduct of the Defendant and the harm to the Plaintiff; and
7. Whether the conduct of either party involved a violation of a safety statute or regulation.

N. Breach of Fiduciary Duty

Plaintiffs claim that Defendants violated their fiduciary duty. Certain special relationships between individuals create what we call a "fiduciary duty." A fiduciary duty requires one person to act with honesty, fairness, and loyalty toward the other person. In other words, a fiduciary duty requires one person to act in the other person's best interests and not out of self-interest. Parties in a fiduciary relationship must fully disclose to each other all known information that is significant and material.

A breach of fiduciary duty may occur by taking some action or through an intentional failure to act. Plaintiffs do not have to show corruption, dishonesty, or bad faith to prove that Defendants breached their fiduciary duty. A fiduciary does not breach their fiduciary duty by a mistake of judgment or if they reasonably believed in good faith that their actions were loyal to Plaintiffs' best interests.

To prove this claim, Plaintiffs must prove three things:

1. Plaintiffs had a special relationship with Defendants that created a fiduciary duty;
2. Defendants violated that duty; and
3. Plaintiffs suffered harm or loss as a result.

O. Verdict Form

Now, your possible verdicts in this case will be outlined in the jury verdict form. On each of these questions, your decision must be unanimous—that is, it must be agreed to by all of you.

Again, since the trial of this case has been bifurcated, you, the jury, are only asked at this time to render a verdict regarding the liability alleged in this case. You are asked to fill out the verdict form completely. Do not deliberate or concern yourself about the amount of damages that may be awarded as the damages question will be addressed separately, later.

P. Verdict

The foreperson will preside over the deliberations of the jury. When you have reached a verdict, you may knock on the door and we will take the verdict. Of course, if you have any questions before that, also knock on the door and we will take your questions- whether verbally or in writing.

Please retire now to the jury room; however, do not begin deliberations until you are instructed to do so. There are some matters I must first take up with the attorneys.

IT IS SO ORDERED, this day of this round of the Mock Trial competition.

Presiding Judge
The Honorable Presiding Judge

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF TAYLOR	)	Case No. 2025-CP-47-1701
)	
East Jasper Residential HOA)	
)	
Plaintiff,)	
vs.)	
)	
Apex Structural Engineering, Inc.)	
and)	
Metro Builders, LLC	)	JURY VERDICT FORM
)	
Defendant.)	

FOR THE FIRST CAUSE OF ACTION: BREACH OF CONTRACT

1. Did the defendant breach the terms of the construction contract?

YES NO

If you answered no, please stop your deliberations on this case of action and proceed to Question 3 below.

If you answered yes, proceed to Question 2.

2. Did the Plaintiff suffer a monetary damage?

YES NO

If you answered no, please stop your deliberations on this case of action and proceed to Question 3 below.

If you answered yes, proceed to Question 3.

FOR THE SECOND CAUSE OF ACTION: NEGLIGENCE

3. Was the Defendant negligent?

YES NO

If you answered no; please stop your deliberations, sign the Jury Verdict Form, and notify the bailiff.

If you answered yes, proceed to Question 4.

4. Was the Defendant's negligence the proximate cause of the Plaintiff's damages?

If you answered no; please stop your deliberations, sign the Jury Verdict Form, and notify the bailiff.

If you answered yes, proceed to Question 5 below.

5. If you indicated yes to questions 3 and 4 above, indicate the percentage of each party's negligence that proximately caused the Plaintiff's injuries. (The percentages must add up to one hundred percent.)

Defendant's Negligence %

<u>Plaintiff's Negligence</u>	%
Total Negligence	100 %

6. Did the Defendants Breach the fiduciary duty owed to the Plaintiff?

If you answered no; please stop your deliberations, sign the Jury Verdict Form, and notify the bailiff.

If you answered yes, proceed to Question 7 below.

7. If you indicated yes to question 6 above, indicate the percentage of each party's Breach of Fiduciary Duty that proximately caused the Plaintiff's injuries. (The percentages must add up to one hundred percent.)

Defendant's Breach of Fiduciary Duty %

Plaintiff's Breach of Fiduciary Duty %
Total Negligence 100 %

Foreperson

WITNESS LISTING

PLAINTIFF	
Reed Alvarez	Plaintiff – HOA President
Dr. Ellis Chen	Structural Engineer
Dr. Rowan Hightower	Structural Engineer

DEFENSE	
Cam Martinez	Defendant – Project Manager, Metro Builders, LLC
Whitley Carter	Retired City Inspector
Dr. Ash Forrester	Structural Engineer

Affidavit of
Reed Alvarez

(Plaintiff, HOA President)

1. My name is Reed Alvarez. I am President of the East Jasper Residential
2. Homeowners Association (HOA), a position I have held since the building was
3. completed and residents began moving in back in August 2014. The HOA legally and
4. collectively represents the individual owners of the residential units in the tower, and
5. physically owns the exterior and common areas. Ownership of the building and legal
6. authority over residential issues were transferred from the developer to the HOA once
7. 51% of the individual units were officially sold. That transfer occurred approximately six
8. months after the certificate of occupancy was issued by the City. The Final Inspection
9. and Certificate of Occupancy was dated August 18, 2014, and has been marked as
10. [Exhibit #7](#). I was elected by fellow residents shortly after moving into the building. I
11. would like to say it was based on my legal background and longstanding commitment
12. to community advocacy, but frankly, I don't think any of the other residents could
13. actually do the job.
14. 2. I am testifying in this matter as a representative of the residents and owners
15. affected by poor decisions made by the engineers and construction company. I don't
16. have a professional background in engineering or construction, but I believe the
17. residents of East Jasper Residential Tower deserve transparency, accountability, and
18. assurance that their safety and financial stability are being taken seriously.
19. 3. I am 71 years old and a retired attorney. I earned my Juris Doctor from the University
20. of Miami School of Law. I have more than 40 years of experience, having practiced in
21. both Florida and South Carolina. I am also licensed in the Washington D.C. Bar and
22. admitted before the United States Supreme Court. I am proud to have represented
23. exclusively injured people in matters involving personal injury, municipal disputes,
24. regulatory compliance, and public safety. I also served as a legal advisor to several
25. nonprofit housing organizations during my career. With my years of experience fighting
26. for the common good, I am well aware of the corners that construction companies and
27. architects like to cut. They will do anything they can to shave a few dollars off the
28. building costs. The developers certainly don't disagree if it adds to their profit.

29 4. I was born in Sarasota, Florida, and moved to Columbia, South Carolina, in 2014 to
30 be closer to my grandchildren. I purchased a unit in the East Jasper Residential Tower
31 shortly after its completion. I was drawn to its modern design, high level of amenities,
32 and central location. It is such a beautiful building as you can see in the renderings
33 marked as [Exhibit #12](#). I quickly became involved in resident affairs and was honored to
34 be entrusted with the responsibility of leading the HOA. I later purchased a second unit
35 in 2015 as a rental unit for investment purposes. Late in 2016, I purchased two
36 additional units in the building.

37 5. For the first year or so there were no real issues that owners complained about
38 concerning the building. We had the usual kind of complaints like the garbage chute
39 wasn't convenient to the units on the corners, or residents were walking around at night
40 too heavily and disturbing others. The typical things petty people harass you with just
41 because they like complaining. I did hear from one of the owners of a unit on the 28th
42 floor that they got a complaint from someone they rented their unit to on a short-term
43 rental website, saying that the building swayed during a heavy thunderstorm one time.
44 With everything that has happened, I should have taken that last one more seriously.
45 Having grown up in Florida and living through several hurricanes (and not just my alma
46 mater), I know the dangers of high winds with buildings.

47 6. In March of 2016, I received a whistleblower memo, marked as [Exhibit #1](#), from a
48 concerned engineer that worked for Apex, the engineering firm that designed the East
49 Jasper Residential Tower. The engineer's memo detailed potential structural
50 vulnerabilities in the building's design, specifically related to wind load response and
51 the bolted joint connections. The engineer said something about the danger of the
52 building literally falling over if it was hit by high winds. This engineer claimed to have
53 worked at Apex Engineering when the East Jasper Residential Tower was designed. The
54 memo was sent to me because this person said they didn't know who else to give it to.
55 The memo claimed that the issue discussed was brought to the project leaders
56 designing the East Jasper tower before the final plans were approved and later
57 changed. I admit, I'm not an engineer and don't have construction experience, but what
58 I read was scary. The more I read the memo, the more concerned I became. This

59 engineer speculated that if the building was subjected to enough high wind force from
60 certain angles that the whole structure could literally fall down around our ears.

61 7. Around the same time that I received the whistleblower's memo, I got a call from Dr.
62 Chen, an engineering professor who told me a Ph.D. student had the same concerns as
63 the whistleblower. The professor had done some wind tunnel tests on models of the
64 building to verify the student's concerns.

65 8. I can tell you that this information made my blood boil. I was on the telephone to the
66 Apex engineers who designed the building demanding a meeting. I will tell you I was not
67 going to be ignored or made to go away. I made sure to impress upon them that I wasn't
68 the typical condo owner and wouldn't let them sweep stuff like this under the rug. I told
69 them in no uncertain terms that they better find a way to fix it, and none of us owners
70 would be paying a dime. One time when I called Apex, the receptionist must have
71 forgotten to hit the hold button, because I could hear her talking with a Mr. Swift. Mr.
72 Swift told her to tell me that Apex was "working on it." Working on it? What does that
73 mean? We are going to risk the lives of hundreds of individuals while they dilly dally.

74 9. My next call was to the people at Metro Builders. They were the construction
75 company that actually built the building. I gave them the same treatment I gave the
76 Apex guys. I told them I was holding them just as responsible for the mistakes made in
77 designing and building our building. I am sure that some of the shortcuts taken with the
78 building were construction related.

79 10. After my conversation with Apex, I convened an emergency meeting of all of the
80 residents to give them an overview of the Apex whistleblower memo, the architectural
81 student's analysis, and Dr. Hightower's Report, which has been marked as [Exhibit #4](#).
82 Minutes from the Emergency HOA Meeting have been marked as [Exhibit #8](#). The Apex
83 engineers and Metro builders were not allowed at that meeting. I was not going to give
84 them the opportunity to weasel their way out of this by trying to convince the other
85 owners that there wasn't anything to be concerned about. I wanted this meeting to be
86 about giving the residents the true facts and letting them ask questions if they needed
87 to.

88 11. At the end of the emergency meeting, some residents were visibly shaken and
89 expressed fear and confusion. One elderly resident, who had lived in the building since
90 its opening, broke down in tears and demanded to be relocated. A couple of families
91 with young children vacated their units temporarily, citing safety concerns. Other
92 residents didn't seem to grasp the urgency of the situation. They claimed that this
93 memo was speculation by someone who wasn't involved in the design of the building.
94 They even claimed that I was the problem and was going to end up bankrupting them
95 with unnecessary construction costs. One of the residents demanded to speak to the
96 engineers and construction company, telling me that they wouldn't be bullied into a
97 bunch of new assessments to pay for unnecessary costs. I can't understand the
98 gullibility of some people. I wasn't going to let the building collapse around me because
99 a couple of people are hardheaded and cheap.

100 12. Under my leadership, I was able to convince a majority of the owners that the
101 building needed to be fixed immediately. The HOA members voted 51% to 49% to
102 initiate emergency retrofits based on the engineering assessments provided by the
103 professor. These retrofits were conducted discreetly to avoid public panic and media
104 attention. I coordinated directly with the property manager, engineers, and our legal
105 counsel to ensure the work was done swiftly and safely. I'll bet you can't find a safer
106 building in South Carolina now!

107 13. Unfortunately, issues of this magnitude can't be kept secret for long. One of the
108 residents that disagreed with the urgency of fixing the building complained to the local
109 newspaper about us wasting money and sticking them with extravagant owner
110 assessments. The media, of course, jumped on that and soon the articles about the
111 building's problems went public. The news focused mainly on the dangers to our safety
112 and whether the repairs were really needed, as you can see from the three combined
113 news articles marked as [Exhibit #14](#). Owners in the building started claiming that the
114 building met all of the construction codes required at the time. Apparently, Apex and
115 Metro, the construction company, must have gotten to a few of the owners and
116 convinced them we all were wrong. I bet you dollars to donuts that Kate Carter is the
117 ringleader of the opposition and the one who went to the press. She is one of the

118 owners in the building and a pain in my backside. As President of the HOA, of course, I
119 had to respond to these press stories. I explained what this whistleblower and the
120 professor had discovered and the importance of making emergency repairs as soon as
121 possible.

122 14. The emotional toll on residents was and continues to be profound. Some residents
123 have complained to me of sleepless nights, anxiety, and a loss of trust in the building's
124 safety. The financial impacts on all of the owners has been equally severe. To cover the
125 costs of doing the needed retrofits, the HOA had to make the decision to increase the
126 owners' annual and monthly assessments by more than \$765 per month, basically
127 doubling the prior monthly assessment, for the next 20 years. The increase was to
128 cover the 20 year construction loan the HOA took out to cover the payment. Hopefully,
129 this is a short-term burden and we can refund some of the assessment once we get an
130 award from the engineers and construction company. I've also been told by real estate
131 experts that property values of the units in the building dropped by an average of 25%
132 within weeks of the news spreading. I lost new renters who had just moved into the
133 Tower in January of 2016. Ellie and Karl Boone sent me a Lease Cancellation, which has
134 been marked as [Exhibit #9](#). Three pending condo sales were canceled, and several
135 owners were forced to renegotiate mortgages or delay refinancing. I felt sorry for some
136 of the sellers that really wanted to get out of the building so I purchased two of the three
137 units that were for sale. One of the sellers refused to consider any cost of repairs and
138 just wanted out. Although both units were purchased well below the original asking
139 prices, the sellers were happy to get what they could out of the sales. After I purchased
140 the two units, I tried renting them as short term rentals, but I found little demand to rent
141 a unit in a building threatening to collapse. Real estate estimates are slowly starting to
142 recover. Some professionals tell me that units in the building are now valued at 90% of
143 the original sales prices when the building was completed. Maybe in another year when
144 this drama is behind us, values will be back to where they should be?

145 15. The HOA incurred substantial costs related to the retrofits and temporary
146 relocations. These included: the emergency structural retrofitting cost of \$22.6 million,
147 and marked as [Exhibit #10](#); costs for temporary housing; and relocation costs for any

148 resident who wanted to move out during the building retrofit. The HOA paid \$185,000
149 for the housing and moving costs. Then, there were legal and engineering consulting
150 fees of \$310,000. To cover these costs the HOA had to obtain a commercial
151 construction loan of over \$23 million. This is why we increased the monthly HOA fees.

152 16. The HOA isn't the only entity to lose money in the East Jasper Residential Tower.
153 Some of the owners, like me, have units they lease out for both long-term and short-
154 term renters. I alone have lost a substantial amount of potential income because of all
155 of this.

156 17. As HOA President, I have spoken with dozens of residents who feel betrayed and
157 financially burdened with everything that has happened. Many are retirees living on
158 fixed incomes, and the sudden increase in fees and loss of property value has created
159 real hardship. Some residents still don't understand the gravity of the problem and are
160 griping to other residents and the board that all of this was completely unnecessary and
161 complaining that we wasted all of this money. I just can't understand how gullible these
162 people are. I don't regret bringing these issues to the board and the residents. We need
163 a safe place to live and I made sure that happened.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Reed Alvarez

Reed Alvarez

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

Anthony Roberts

Anthony Roberts, Notary Public

State of South Carolina

My Commission Expires: 10/24/30

Affidavit of
Dr. Ellis Chen

(Engineering Professor)

1. My name is Dr. Ellis Chen, and I am a tenured Professor of Civil and Environmental
2. Engineering at Columbia University, specializing in wind engineering and aerodynamic
3. modeling. I hold a Ph.D. in Civil and Environmental Engineering from Columbia University,
4. where I also lead the university's Wind Effects Research Laboratory.

5. 2. My academic work focuses on wind tunnel testing, computational fluid dynamics
6. (CFD), and the interaction between wind forces and tall structures. I have authored over
7. 40 peer-reviewed publications and have served as a reviewer for the *Journal of Wind*
8. *Engineering and Industrial Aerodynamics*. My research has been used in the development
9. of national building codes and international engineering standards, like the codes
10. adopted after the East Jasper Residential Tower was constructed.

11. 3. I was born January 19, 1971 in Seattle, Washington, and raised in a family of engineers.
12. Both my parents worked for Boeing on control surfaces. That means they designed and
13. modified parts of the aircraft steering. While it is incredible work they did, and definitely
14. dealt with air moving over surfaces, it was not my particular interest. My interests in wind
15. dynamics began during my undergraduate studies at Stanford University, where I
16. conducted early research on vortex shedding in bridge design. I have dedicated my career
17. to improving the safety and resilience of high-rise structures through advanced
18. aerodynamic analysis.

19. 4. My students' midterm project every semester is to build a model skyscraper that we
20. put through rigorous testing that simulates earthquakes, hurricanes, tornadoes, and
21. other wind related events. When I first started teaching, the popsicle stick structures did
22. not last long. Now, students have access to 3D printers, and more advanced computer
23. modeling, which makes my objective of destruction much more difficult.

24. 5. I became involved in the East Jasper Residential Tower matter through my capacity as
25. a faculty advisor to the Ph.D. student who first identified potential vulnerabilities in the
26. building's response to quartering wind loads. The student's findings were brought to my
27. attention in December, 2015 prompting me to conduct a formal review and subsequent

28 wind tunnel testing in my laboratory. A copy of the Executive Summary of the initial
29 student's work has been marked as [Exhibit #2](#).

30 6. The East Jasper Residential Tower design was extremely unique. First, the main
31 supports of the structure were shifted from the corners to the middle of the building,
32 which then created an issue at the edge. To support the edges, the design closely
33 resembles a pine tree with branches that extend to the edge to support the structure. If
34 you look at the architectural renderings marked as [Exhibit #12](#), you will see what I mean
35 about the design.

36 7. Quartering winds—those that strike a building at an oblique angle—can produce
37 complex and elevated pressure distributions across multiple faces of a structure. Unlike
38 perpendicular winds, which typically affect one façade, quartering winds can induce
39 torsional forces and dynamic sway, especially in tall, slender buildings. To illustrate this, I
40 often use the analogy of pushing a door at its corner versus its center—the corner push
41 causes rotation, which is analogous to the effects of quartering winds.

42 8. My lab's wind tunnel tests confirmed that the East Jasper Residential Tower's design,
43 particularly its elevated column structure and narrow profile, made it susceptible to
44 vortex shedding and resonance under quartering wind conditions. These effects were
45 measurable and repeatable under controlled conditions.

46 9. My student and I were extremely concerned considering the number of residents who
47 occupied the building and the extreme weather conditions we had experienced the past
48 few seasons. My student prepared a very thorough research report called "Potential Wind
49 Dangers to a 30-Story High-Rise: The Case of Quartering Winds." It was well over 100
50 pages, so I asked my student to prepare an Executive Summary that would relay the
51 dangers in a more concise version.

52 10. We felt it was vital to inform someone of our findings so we contacted Reed Alvarez,
53 East Jasper Residential Tower's Homeowners Association (HOA) President. Alvarez
54 explained the HOA had some knowledge of the problem based on a memo received from
55 an employee with Apex. The Apex employee had provided the HOA with the whistleblower
56 memo, which we then used to cross-check our own findings. A copy of that memo has

57 been marked as [Exhibit #1](#). I am not sure when the whistleblower memo was provided to
58 the HOA.

59 11. The research conducted by my student was methodologically sound and based on
60 widely accepted aerodynamic principles. Our independent calculations matched the
61 internal documents from Apex Engineering, confirming consistency and reliability in the
62 findings. Having such information directly from the structural engineering firm itself only
63 reinforced my student's findings, and validated the work towards a better understanding
64 of how winds can affect even multi million-dollar structures.

65 12. When we informed Alvarez of the consistency between our findings and what was
66 implicated in the whistleblower memo, Reed was visibly irate. Alvarez stated that Apex
67 would pay for this and that this would be the greatest case of their career. Alvarez
68 immediately offered to hire me as an expert witness, but I declined. I learned later that
69 Alvarez also tried to pay my student to be an expert witness in the case. I did offer
70 information and research of East Jasper Residential Tower's structural design with the
71 current bolted shear connections, in addition to our recommended repairs using welded
72 joints.

73 13. I felt slightly uneasy after our conversation with Alvarez, so I decided to reach out to
74 Dr. Hightower. I remembered I had recently attended an American Society of Civil
75 Engineers conference in Chicago where Dr. Hightower was the keynote speaker, so I
76 looked back through my material and found an email address. Dr. Hightower was very
77 appreciative and open to our findings. I sent all the documents in our possession. I was
78 amazed at how quickly Dr. Hightower responded, confirming that what we had
79 discovered was precisely accurate and extremely dangerous. I encouraged Dr. Hightower
80 to reach out to the HOA, but I also warned Dr. Hightower that Alvarez was a pitbull.

81 14. I teach my students that mistakes happen, but that integrity, structurally and
82 professionally, is the seed for achievement that never fails. It is important to be honest
83 and forthcoming. When money enters the picture those lines tend to get blurred, so I try
84 my best to instill these principles early on in their hopefully long careers. I make a point of
85 not being a paid expert for litigation because I do not give expert testimony for building

86 compliance, but rather for academic endeavors. Building officials often are not looking at
87 new technologies or the math behind structural innovation. Far too often it takes
88 something truly tragic to occur before officials who make rules implement something
89 new. I know it is true for my structural engineering field just as it was for my parents in
90 aircraft design.

91 15. Full disclosure, after graduation I applied to work at dozens of engineering firms. I
92 believe I sent my resume to Apex, but never even made it to an interview because I
93 decided to pursue academia instead. I know a bunch of my classmates work at for Apex,
94 but that was 30 years ago and I do not remember anyone from that chapter of my life.

95 16. Apex Engineering's failure to conduct either a wind tunnel test or CFD analysis
96 specifically for quartering winds represents a deviation from the expected standard of
97 care. For a building of this height and configuration, such analyses are not optional, they
98 are essential, despite any limitations in the building code at the time. Published academic
99 literature on wind loads, including quartering wind effects, was widely available and well-
100 established at the time of the building's design. The omission of these considerations in
101 Apex's engineering process is professionally concerning. I am providing my testimony as a
102 fact witness, not a paid expert, to ensure objectivity and academic integrity. My
103 involvement is motivated by a commitment to public safety and the advancement of
104 sound engineering practices.

105 17. I affirm that the contents of this affidavit are true to the best of my knowledge and
106 based on my professional expertise and direct involvement in the research and analysis
107 described.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Ellis Chen

Dr. Ellis Chen

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

William Smith

William Smith, Notary Public
State of South Carolina
My Commission Expires: 12/08/27

Affidavit of

Dr. Rowan Hightower

(Structural Engineer)

1. My name is Dr. Rowan Hightower, and I am a licensed Professional Engineer (PE) in multiple states, including South Carolina, and a certified industrial safety consultant with over 25 years of experience in structural engineering and occupational health.
2. I hold a Ph.D. in Structural Engineering from the Massachusetts Institute of Technology (MIT) and a Ph.D. in Industrial Hygiene and Risk Management from Johns Hopkins University. My academic and professional work has focused on wind-structure interaction, predictive modeling for workplace injury prevention, and compliance with safety standards in high-risk environments.
3. I was born April 30, 1968, in Akron, Ohio. I grew up in a working-class household where my father worked as a machinist for the local auto manufacturer and my mother was a nurse. It was a pretty typical middle America experience. A preventable workplace injury suffered by my father deeply influenced my commitment to improving safety standards in both construction and industrial settings.
4. I have consulted for private corporations and government agencies, including the Occupational Safety and Health Administration; the United States Department of Labor; and have served on the American Society of Civil Engineers (ASCE) committee responsible for drafting national wind load standards. I have published over 30 peer-reviewed articles and regularly speak at national engineering and safety conferences. You can find all of this information and more in my Curriculum Vitae, which has been marked as [Exhibit #3](#). Fortunately or not, my consulting work has involved finding solutions to avoid or preempt litigation. In fact, this is the first time I have testified in a case. I suppose I can joke that 100% of my litigation testimony experience is for the Plaintiff, though the sample size is not what I would call statistically significant.
5. My career bridges theoretical research and practical application. I have consulted on high-profile projects such as the post-hurricane retrofitting of a major commercial tower in Boston and conducted risk assessments for manufacturing plants, tech firms, and federal agencies. My expertise includes dynamic wind analysis, structural integrity evaluation, and workplace hazard mitigation.

29 6. I became involved in the East Jasper Residential Tower litigation after a colleague, Dr.
30 Ellis Chen, contacted me in early February, 2016, with concerns regarding the building's
31 response to quartering wind loads. Dr. Chen and I had previously met at an ASCE
32 conference in Chicago where I was speaking. In our communications, Dr. Chen provided
33 me with the Executive Summary marked as [Exhibit #2](#). I spoke with East Jasper
34 Residential Tower Homeowners Association (HOA) President Reed Alvarez a few days after
35 speaking with Dr. Chen. I don't remember the exact date, but it was certainly before the
36 end of February. I was immediately retained on behalf of the HOA to further investigate
37 and testify in this matter. One could say HOA President Alvarez was tenacious about the
38 safety of the East Jasper Residential Tower residents. I would also say the attorney
39 instincts in Reed Alvarez were particularly strong as evidenced by Alvarez's intense sense
40 of right and wrong.

41 7. I also received a copy of the whistleblower memo, marked as [Exhibit #1](#). Upon
42 reviewing calculations brought forward by the architectural student at Columbia
43 University, I independently verified the presence of a dangerous resonance effect caused
44 by vortex shedding—a phenomenon exacerbated by the building's elevated column
45 design and slender profile. In layman's terms, a hurricane or even a strong windstorm
46 could cause the East Jasper Residential Tower to collapse. My findings and more are in
47 the report marked as [Exhibit #4](#). I provided my report to Reed Alvarez on March 9, 2016.

48 8. I have not visited the East Jasper Residential Tower site to perform any field
49 inspections, but I didn't need to do that. I could observe the building by pulling pictures
50 and renderings up on my computer and I was able to make my computations from the
51 plans. Some of those renderings can be seen marked as [Exhibit #12](#). Of course, my expert
52 analysis confirmed the architectural student's suspicions.

53 9. First, the architectural design created a unique aerodynamic profile vulnerable to
54 quartering winds. A quartering wind is a wind force that hits a structure at an angle and
55 not directly on the front or side of the building. Basically, this wind applies a different load
56 on the structure. Think of a sailboat trying to tack against the wind. If the wind is blowing

57 directly on the face of the sail, the boat will go nowhere. But if the sail is at an angle to the
58 wind, the boat will be drawn forward.

59 10. Second, these wind effects were foreseeable and well-documented in engineering
60 literature at the time of design. That is, every good engineer knows that they should have
61 run the quartering wind calculations even though the building code at the time ignored
62 these basic requirements.

63 11. Third, Apex Engineering's substitution of bolted shear connections instead of the
64 stronger and more rigid welded joints significantly reduced lateral stiffness,
65 compromising the building's ability to resist sway and dynamic wind loads. Simply put, by
66 the nature of the types of connections, bolts can move a little, but welds lock the
67 members together. That is, in my opinion, Apex seemed to be more motivated to get the
68 building design under a certain budget number than making sure the building was
69 actually safe. This is called design to a cost (DTC). When engineering buildings using DTC
70 principles, it is common to see Formica countertops instead of granite, and polished
71 concrete instead of tile or carpet floors. I don't know if I can stress this enough, DTC
72 should never, ever be applied to structural components of a building.

73 12. Fourth, because it is so important, I repeat that Apex failed to conduct a full dynamic
74 wind analysis, which is now the standard for buildings of this height and configuration.
75 Anytime you are designing a structure for human habitation or use, you must factor the
76 risks to safety and assure those risks are addressed or at least mitigated. In many cases,
77 this means the codes are the minimum requirement, not the stopping point for evaluation
78 of a structural design.

79 13. After I completed my own independent analysis that confirmed what the architectural
80 student had already discovered, I wrote the report. To say Alvarez was angry is an
81 understatement. I presented my findings at the HOA meeting via conference call on March
82 14, 2016. One of the joys of modern technology is that one does not have to drag oneself
83 all over creation for an hour meeting here or there. We used to do this by conference call,
84 but now virtual environments like Zoom make it so much better. The minutes of the
85 emergency HOA meeting have been marked as [Exhibit #8](#). I left the meeting prior to the

86 residents voting on the potential litigation, but learned within a few days they had
87 decided to move forward with filing a lawsuit and completing the retrofit. I remember one
88 of the residents bringing up the SC Hurricane Spaghetti Model from 2014-2024, which is
89 marked as [Exhibit #13](#). I thought this in particular was interesting to share with the other
90 HOA members, as it specifically shows key storms which could produce the exact winds I
91 was concerned could topple the East Jasper Residential Tower.

92 14. In my professional opinion, the structural deficiencies identified in the East Jasper
93 Residential Tower were the direct result of negligent design decisions and cutting corners
94 to save on costs. The emergency retrofit that followed was both necessary and
95 foreseeable. I am not an estimator, but everything in the Structural Retrofit Invoice shown
96 as [Exhibit #10](#) looks good to me. Had proper engineering standards been followed at the
97 beginning, which means the use of welded joints and a comprehensive wind analysis, the
98 structural risks could have been mitigated or avoided entirely. I was gratified to see the
99 corrections were made and this beautiful structure will last long into the future. Over my
100 career I have learned that wind damage can be as simple as losing shingles from a roof to
101 losing the whole roof or even the entire building. The force of wind in a storm can erode
102 the face of a mountain, pick up a house, and leave destruction in its wake. The cost in life
103 and property can be astronomical, which is why it is vital that engineers calculate
104 carefully and contractors don't cut corners.
105 15. I affirm that the contents of this affidavit are true to the best of my knowledge and
106 based on my professional expertise and review of the relevant materials.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Rowan Hightower

Dr. Rowan Hightower

Plaintiff – Dr. Rowan Hightower, Structural Engineer

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina
Mock Trial Competition.

C.H. Graves

C.H. Graves, Notary Public
State of South Carolina
My Commission Expires: 12/10/29

Affidavit of
Cam Martinez

(Defendant – Lead Project Manager, Metro Builders, LLC)

1. My name is Cam Martinez, I am 41 years old. I was born and raised in Charleston,
2. South Carolina, a child of a master electrician and an auto dealership office manager.
3. Growing up in a working-class family taught me the values of discipline, responsibility,
4. and accountability. As a teenager, I spent summers on job sites, shadowing my father and
5. learning how electrical systems are installed and how small details matter to the overall
6. safety of a building. This background instilled in me a respect for craftsmanship and the
7. belief that every builder is a steward of public trust.

8. 2. I am the lead project manager for Metro Builders, a commercial construction firm
9. specializing in high-rise residential and mixed-use developments. I have worked in the
10. construction industry for over twenty years and have overseen the completion of more
11. than two dozen major projects across the southeastern United States. In my current role, I
12. am responsible for coordinating between design professionals, subcontractors, suppliers,
13. and city inspectors to ensure every project is carried out to code and completed on
14. schedule.

15. 3. My formal education includes a Bachelor of Science in Construction Management from
16. Clemson University, where I focused on structural systems, project logistics, and safety
17. management. After graduation, I began my career as an assistant site supervisor and
18. worked my way through nearly every level of project management before being promoted
19. to lead project manager at Metro Builders. I am known in the industry as a detail-oriented
20. professional with a reputation for transparency, no-nonsense communication, and
21. insistence on strict compliance with regulatory standards.

22. 4. I served as the lead project manager for the East Jasper Residential Tower
23. construction project located at 109 Summit Hill Drive. In that capacity, I managed all
24. major aspects of daily on-site operations and coordinated directly with Apex Engineering,
25. the firm responsible for the structural design of the tower. My duties included verifying
26. that construction crews executed the approved engineering plans with accuracy, ensuring
27. safety protocols were enforced, and maintaining detailed logs of all design modifications
28. and approvals.

29 5. Metro Builders' participation in the project began when we formally submitted a
30 construction bid to the developers of the East Jasper Residential Tower. Our bid was
31 based entirely on preliminary engineering plans provided by Apex Engineering Renderings
32 of the plans were also part of the packet. Those renderings can be seen as marked in
33 [Exhibit #12](#). Given our extensive track record in South Carolina, we were confident that
34 our proposal would be accepted. The project was especially challenging because the
35 tower would be a thirty-story residential building with a slender profile, utilizing unique
36 framing strategies. This would be the tallest structure in the state of South Carolina. This
37 was unlike the more traditional square-framed towers we had typically built, making it
38 one of the most technically demanding projects Metro had ever undertaken.

39 6. Throughout construction, Metro Builders followed the approved engineering plans
40 and specifications without deviation. Any substitutions or modifications were made only
41 with written approval from Apex Engineering. Our project logs contain records of each
42 such change, including the rationale, approval documentation, and updated drawings. So
43 Metro Builders constructed the East Jasper Residential Tower exactly how Apex Structural
44 Engineering wanted it.

45 7. One significant, but approved, modification was the use of bolted shear connections
46 instead of welded moment connections in the structural framework. For context, in a
47 high-rise building such as the East Jasper Residential Tower, the central columns in the
48 core — surrounding the elevators and stairwells — provide the actual structural support.
49 Exterior walls and most interior partitions are not load-bearing but instead “hang” from
50 this central skeleton. Apex Engineering, after reviewing cost concerns raised by the
51 developers, approved the substitution of bolted shear connections, assuring both Metro
52 and the developers that the change would not compromise safety or longevity. According
53 to Apex, the modification reduced costs by approximately 14% to 18% and accelerated
54 the schedule by more than three months.

55 8. Following Metro's completion of the structural framework, the City of East Jasper
56 performed a detailed inspection of the steel skeleton, including the bolted shear
57 connections. The city inspector determined that all elements met building code

58 requirements. We agreed with the building code assessment. With that approval, we
59 transitioned to non-structural phases such as mechanical, electrical, plumbing, and finish
60 work.

61 9. The structural inspection was only one of many mandatory checkpoints. Separate
62 inspections were conducted for electrical, plumbing, fire suppression, and life-safety
63 systems, each based on the South Carolina Building Code, which incorporates the
64 International Building Code. These inspections were conducted by city inspector Whitley
65 Carter, who visited the site repeatedly from foundation work through final completion.
66 Each inspection was passed, confirming compliance with applicable codes and standards
67 throughout the construction process.

68 10. Upon final completion, Metro Builders presented the project for the required
69 Certificate of Occupancy (CO) inspection. The city inspector conducted a thorough
70 walkthrough of the entire building, reviewing documentation including engineering
71 blueprints, design modifications, and testing reports. No deficiencies were found that
72 would prevent occupancy. Of course, on August 18, 2014, the City of East Jasper issued
73 the CO for the East Jasper Residential Tower, confirming that the building was safe,
74 habitable, and code-compliant. A copy of that Final Inspection and Certificate of
75 Occupancy has been marked as [Exhibit #7](#).

76 11. Metro Builders fulfilled its contractual obligations fully and without defect. Our role
77 was to execute construction in accordance with the approved plans provided by Apex
78 Engineering and accepted by city regulators. We did exactly that. At the time of
79 completion, the building was structurally sound, inspected at every stage, and approved
80 for occupancy. As with any build, whether it be a 2 bedroom cottage, or a 30 story high
81 rise like the East Jasper Residential Tower, there are going to be little things which need
82 fixing or repairing for a period of time. In the industry we call this a punch list. I dealt with
83 the HOA President, Reed Alvarez many, many times to rectify everything on the punch list
84 for the first 8 to 9 months following completion of the building. Alvarez was never shy
85 about calling about anything. They ranged from nail holes which weren't properly
86 covered up before paint, to the ridiculous request to clean the footprints on the roof of

87 the building (which is only a workspace and not open to the public). At times I think
88 Alvarez was willing to let perfect be the enemy of great. We built a great building. Far
89 better than any standard that could reasonably be applied. HOA President Alvarez is not
90 and has not ever been reasonable.

91 12. The first time I became aware of any controversy regarding the tower was when the
92 HOA president raised concerns almost two years later about potential structural
93 vulnerabilities related to wind. These concerns were based on academic studies and
94 hypothetical calculations rather than any actual physical defects in the building. I was
95 troubled by the suggestion that Metro Builders had failed to perform its duty, because
96 such accusations disregard the rigorous inspections, approvals, and professional
97 oversight involved in the project. Apparently, the HOA President, Reed Alvares, had no
98 problem slandering the credibility and reputation of Metro Builders.

99 13. Metro Builders is not, and was never, responsible for performing engineering analyses
100 such as wind tunnel testing or theoretical load calculations. Those duties fall exclusively
101 to licensed design professionals. Our duty was — and always has been — to construct the
102 building precisely as engineered and as approved by both regulators and inspectors. This
103 is exactly what we did.

104 14. Even after Metro Builders, LLC and Apex Structural Engineering, Inc. were notified of
105 the problems, prevented from attending the HOA meeting to reassure residents, we both
106 stood by the work done to build the East Jasper Residential Tower. You can have all the
107 theoretical ways of looking at “what if’s,” but it’s not how the real world works. You design
108 and build based on the codes and risk assessments available at the time. Had anyone
109 allowed us to meet with the residents, we could have addressed this foolishness before it
110 became a lawsuit and before those residents got taken to the cleaners by a company
111 claiming to “fix” the problem that was never real. I have seen the Structural Retrofit
112 Invoice marked as [Exhibit #10](#), and it is massively overblown. A 4 million dollar add on to
113 expedite the repairs, are you kidding me? I also saw the City Inspection of the retrofit
114 marked as [Exhibit #11](#). A fool and their money are soon parted, but at least they got proof
115 the unnecessary work was completed to code.

116 15. In my professional opinion, the East Jasper Residential Tower was delivered to its
117 owners as a safe, well-constructed, and fully code compliant building. It met every
118 applicable building code and passed every inspection required by the City of East Jasper. I
119 take great pride in the work Metro Builders did on the project, and I stand by its quality
120 and safety.

121 16. I affirm that the contents of this affidavit are true to the best of my knowledge and are
122 based on my direct involvement in the construction of the East Jasper Residential Tower.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Cam Martinez

Cam Martinez

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

Michala Watson

Michala Watson, Notary Public
State of South Carolina
My Commission Expires: 4/3/29

Affidavit of
Whitley Carter

(Retired City Inspector)

1. My name is Whitley Carter. I am a retired City Building Inspector with over 15 years of
2 dedicated service in the field of commercial and residential construction oversight. I was
3 born on February 29, 1976, in Columbia, South Carolina. Not too many retired people who
4 are only 12 are there? I kid. Every year that isn't a leap year, I celebrate my birthday on
5 February 28th. Funny, I'm in court on my birthday. Unlike almost everyone else in this
6 trial, I'm actually from SC and spent my whole life here. My journey into construction
7 began humbly but firmly—I started as a framing carpenter in my early twenties. I spent
8 long days under the South Carolina sun, learning how buildings come together, one nail,
9 beam, and sheet of plywood at a time. It was during those years in the field that I
10 developed an appreciation for both the science and the artistry of construction—an
11 appreciation that would ultimately shape my career in municipal inspection. I worked for
12 two of the largest construction firms in South Carolina during that period of time, and the
13 experience was invaluable for when I made the move to serving the public by becoming
14 an inspector.

15. I transitioned into inspection work after realizing how vital strong oversight is in
16 ensuring the safety and integrity of the structures our communities depend on. I became
17 a Certified International Code Council (ICC) Commercial Building Inspector, with
18 credentials earned through the ICC. Becoming a certified inspector requires a semester of
19 class work and then 10 hours of continuing education per year to maintain the
20 certification. I also hold an Associate of Applied Science in Building Construction
21 Technology from Midlands Technical College, where I completed coursework in structural
22 systems, code compliance, and safety protocols for multi-story construction. Throughout
23 my career, I participated in continuing education to stay abreast of updates to the
24 International Building Code (IBC) and developments in structural engineering.

25. My approach to inspections was always hands-on and methodical. I didn't just check
26 boxes—I looked deeper. I developed a reputation among my colleagues and contractors
27 for being meticulous, fair, and unwavering when it came to safety and code compliance.
28 To this day, I still hold the record for the most reported code violations in my

29 department—a distinction I take as a badge of honor. I searched every crawlspace, every
30 hidden utility closet, and every rooftop mechanical room. My goal was simple: if there was
31 something wrong, I was going to find it. If a building I passed failed, I had to live with the
32 consequences of my mistakes.

33 4. Over the years, I conducted thousands of inspections—ranging from modest single-
34 family homes to high-rise developments and mixed-use megaprojects. I worked closely
35 with engineers, architects, developers, and general contractors to ensure each project
36 met the highest standards and adhered to all applicable codes and ordinances.

37 5. One of the most notable projects I was assigned to during my tenure was the East
38 Jasper Residential Tower. This high-profile development stood out immediately—it was
39 ambitious, modern, and unlike anything else in the area at the time. The architectural
40 design was bold, incorporating high-end finishes, floor-to-ceiling windows, and complex
41 structural elements. Frankly, I was excited to be assigned to it. The renderings of the East
42 Jasper Residential tower are marked as [Exhibit #12](#), and give a good sense as to how
43 different this type of structure was for us in South Carolina. I believe others have said it,
44 but this is the tallest building in South Carolina, and I was proud to be a part of being sure
45 it was safely built.

46 6. As the city inspector for the East Jasper Tower, I was responsible for reviewing
47 structural drawings, conducting staged inspections during critical phases, and verifying
48 full compliance with both the IBC and local regulations. I reviewed the plans submitted by
49 Apex Engineering and Metro Builders, which called for bolted shear connections — even
50 though a change from the original design, they were still standard practice and well
51 within code requirements at the time. The inspections I conducted included foundation
52 work, steel erection, framing, mechanical system installation, and the final occupancy
53 walkthrough. A copy of my Final Inspection Report and Certificate of Occupancy (CO) has
54 been marked as [Exhibit #7](#).

55 7. Throughout all of these stages, I found no violations or structural deficiencies. Not
56 one. The project team was exceptionally well-prepared—so much so that I joked with
57 colleagues that Metro Builders must've been trying to impress me. In truth, I think they

58 were. The project manager, Cam Martinez, ran a tight, no-nonsense operation. Everything
59 was done by the book- meeting and at times even exceeding code. The tower passed
60 every inspection on the first try, a rarity for a project of that size. Most buildings of this size
61 and complexity will have at least a fire door propped open or an emergency exit sign
62 missing. Not on this job. Amazing!

63 8. When the project concluded, I signed off on the final inspection and approved the
64 issuance of the CO—an official confirmation that the structure was safe, habitable, fully
65 compliant with all governing codes, and ready to move in.

66 9. I was so confident in the quality of the building that I recommended it to my own
67 family. My sister, Kate Carter, moved into a two-bedroom unit on the thirteenth floor on
68 October 7, 2015. Some of you may remember that as the thousand-year flood. My family
69 had to evacuate to high ground, and we went to my sister's place. Even discounting the
70 dark clouds and all the rain for days, the view from her windows was breathtaking. From
71 that point on, our family Christmas gatherings moved from my home to hers—something
72 that became a new tradition.

73 10. I remember that, on March 14, 2016, my sister called me. She was worried. The
74 residents of the East Jasper Residential Homeowners Association (HOA) had been
75 summoned to an emergency meeting by the HOA Board President, Reed Alvarez. My sister
76 had been given a copy of a whistleblower memo and feared something might be wrong
77 with the building. She forwarded me the email with the memo attached, which I see has
78 been marked as [Exhibit #1](#). I told her not to panic. I had inspected that building myself,
79 from the foundation to the final finish, and I assured her that there was no basis for any
80 fear. In my experience, bolting connections can be stronger in some placements than
81 welding. It allows a little bit of added flex to the building. Not only that, if you had an
82 inexperienced welder working on those connections, a bad weld is not only possible but
83 probable. I have rejected structural welds many times in my career. The building was
84 code-compliant, structurally sound, and safe. After the emergency HOA meeting in which
85 my sister voted against the retrofit, she gave me her resident copy of the HOA Minutes.
86 Those minutes have been marked as [Exhibit #8](#).

87 11. Let me be clear: the role of a building inspector is not to test every theoretical or
88 speculative engineering model. Our responsibility is to ensure compliance with
89 established, codified standards. The city's inspection process is rigorous, and the East
90 Jasper Residential Tower met every requirement. At no time did I observe any condition
91 that would raise concerns about safety or long-term performance.

92 12. A few days after the resident meeting, I was contacted by a reporter from News 13.
93 Apparently, they'd filed a Freedom of Information Act request and found my signature on
94 the CO. I declined to comment, but I now wish I had because I might have stopped this
95 silly lawsuit from going forward and saved my sister from having to pay out a lot of
96 money. Naturally, the news reporter twisted my silence into a story. I suppose that's what
97 the news does these days—sensationalize uncertainty. But silence doesn't equal guilt. It
98 means I respected the process and wasn't going to let a media narrative undermine public
99 trust in the code enforcement system.

100 13. Later, I learned that the HOA had initiated retrofits—allegedly in response to the
101 whistleblower allegations. These retrofits were not required by the city. The municipality
102 issued no citations, made no recommendations, and did not mandate any structural
103 changes. The decision to proceed was made privately and conducted without regulatory
104 oversight. No request for re-inspection was submitted to the city while I was still working
105 at the City Building Department so I can't even say whether the costly repairs did anything
106 to improve or even hurt the property. As my sister is a resident and received all
107 information from the HOA prior to voting on the repairs, she shared the retrofit invoice
108 which has been marked as [Exhibit #10](#).

109 14. Instead, the HOA hired an independent inspector named Corley Toomey, a name I
110 unfortunately know well. Corley and I used to work together. Corley was dismissed from
111 city employment for abuse of company time and unprofessional behavior. The truth is,
112 Corley was known for not getting out of the work truck during site visits. Corley would
113 honk the horn, wait for a crew lead to come out, ask a few surface-level questions, and
114 drive off. Rarely, if ever, did Corley walk a site unless someone was watching. It was like
115 Corley was allergic to doing real inspection work. Also, when Corley worked briefly as a

116 city inspector, there were rumors about gifts of leftover job materials that Corley received
117 in exchange for favorable inspection reports. I can't say for sure what motivations were
118 with the East Jasper Residential Tower project, but I have my suspicions. Fortunately,
119 Corley was nowhere near anything related to the project when the East Jasper Residential
120 tower was constructed originally. You can rely on my good work to know the tower was
121 built correctly originally.

122 15. To me, these retrofits were an expensive solution to a non-existent problem. They
123 were likely driven by fear, public pressure, or maybe even financial incentives. But they
124 were not grounded in any official findings of deficiency. If I had any doubt about the
125 building's safety—especially with my own family living there—I would've moved Kate out
126 myself. That's not just professional integrity. That's family. Unfortunately, my sister's HOA
127 dues have doubled for the next 20 years. An extra \$765 per month is crushing for most
128 anyone, my sister included. The HOA never reached out to the city to request an
129 inspection or question the accuracy of the whistleblower allegations. Nor was there a
130 review of the findings by code enforcement or any relevant city agency that would have
131 mandated retrofits if the building were dangerous.

132 16. In conclusion, and based on my direct involvement, I affirm that the East Jasper
133 Residential Tower was safe, structurally sound, and fully compliant with all relevant codes
134 and ordinances at the time of inspection and approval. The CO reflects that conclusion,
135 and I stand by it to this day.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Whitley Carter

Whitley Carter

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

Miriam Wrenn

Miriam Wrenn, Notary Public

State of South Carolina
My Commission Expires: 12/08/31

Affidavit of

Dr. Ash Forrester

(Structural Engineer)

1. My name is Dr. Ash Forrester. I was born in Clovis, New Mexico in 1970. My dad was in
2 the US Air Force, and my mom was a Department of Defense teacher. I feel like I lived all
3 over the world before it was time to go to college. One of the things I took away from
4 every place I lived was a great appreciation for the look and feel of the buildings and how
5 they fit into the culture around the world. RAF Bentwaters, England; Eglin Air Force Base
6 (AFB) in FL; Ramstein AFB, Germany; Zaragoza AFB, Spain; and Kadena Air Base in Japan;
7 every one of them showed me different ways to appreciate the buildings around me.

8. 2. I am a licensed structural engineer with over 30 years of experience, primarily focused on
9 the design, assessment, and forensic evaluation of high-rise structures across the United
10 States and internationally. I hold Bachelor's and Master of Science degrees in Structural
11 Engineering from Stanford University, where I specialized in wind and seismic loading
12 dynamics, as well as probabilistic risk modeling. I earned my Ph.D. in Civil Engineering
13 from the University of Texas at Austin. My professional practice includes extensive
14 experience in code compliance, performance-based design, and the investigation of
15 structural failures. More extensive information about my credentials can be found in my
16 Curriculum Vitae, which has been marked as [Exhibit #5](#).

17. 3. Throughout my career, I have consulted on a wide array of high-profile skyscraper
18 projects, both domestically and abroad. I have contributed to over a dozen technical
19 publications in peer-reviewed engineering journals and have served as an invited speaker
20 at national engineering conferences. My expertise is regularly sought in matters involving
21 construction defect litigation, and I have provided expert witness testimony in 27 cases
22 concerning construction design and structural engineering.

23. 4. I have worked with Apex Engineering on numerous occasions over the past 15 years.
24 Of the 20 largest projects they've completed during that period, I was retained to provide
25 structural design review or consultation on ten of them. In addition to those major
26 developments, I have consulted on a number of smaller projects for Apex, typically in the
27 \$5 million to \$25 million range. Over the years, I have given four formal depositions
28 related to those projects. However, this case marks the first time I have been asked to

29 testify at trial, as all previous cases were resolved prior to court proceedings. The
30 settlement terms in those cases are confidential.

31 5. I have no financial interest in the outcome of this case beyond my standard hourly
32 consulting fees. To clarify, my consulting fees were \$500 per hour during deposition and
33 deposition preparations. My trial preparation and testimony fees are \$800 per hour.
34 Excluding travel reimbursement I have roughly 25 hours of deposition and deposition
35 preparation, and another 29 hours of trial preparation, including my testimony today.

36 6. My professional philosophy emphasizes practicality, safety, and adherence to
37 established building codes. I am a firm believer that sound engineering should be
38 grounded in verifiable data, accumulated field knowledge, and code-prescribed design
39 principles. While I respect academic innovation, I believe practicing engineers must be
40 guided by the current regulatory frameworks in place at the time of design. I have seen a
41 growing trend among certain so-called experts to extrapolate beyond the code and
42 substitute their own interpretations as de facto standards. In my view, this undermines
43 the consistency and reliability that our profession depends on.

44 7. Over the years, I've developed a strong familiarity with Apex Engineering's design
45 methodology, documentation protocols, and quality assurance procedures. Apex is an
46 internationally respected firm, and their engineers, including the late Mr. Travis Swift, are
47 known for their diligence and precision. I spent nearly half of my consulting hours last
48 year working on Apex-related projects. When I was retained to review the East Jasper
49 Residential Tower, I expected a high level of rigor in the original design—and that
50 expectation was met.

51 8. Mr. Swift, who led the engineering team on this project, was a dedicated and highly
52 competent professional. This building was, by all accounts, the pinnacle of his career. It
53 was modern, completely different to anything else in South Carolina, and was the tallest
54 structure built in the state. Renderings marked as [Exhibit #12](#), show just how unique this
55 was compared to anything else presently in South Carolina. His passing is a loss to our
56 community. The design documents and structural decisions I reviewed reflect the care

57 and adherence to code that were characteristic of Mr. Swift's work and Apex's engineering
58 culture.

59 9. Based on my review of the design calculations, wind load analyses, and structural
60 drawings for the East Jasper Residential Tower, it is my professional opinion that the
61 building, as originally constructed, met all applicable codes and standards in effect at the
62 time. Building codes represent the collective findings of decades of research, field
63 performance, and structural testing. They exist to provide a reasonable safety margin—
64 not an infinite one—and are not intended to forecast every hypothetical risk that may
65 arise decades later. Results of my review are included in my engineering report marked as
66 [Exhibit #6](#).

67 10. Regarding wind loading: While quartering winds can introduce complex pressure
68 patterns on a structure, particularly at the corners, the applied design loads for the East
69 Jasper Residential Tower remained within code-specified limits. The tower's central core
70 and lateral force-resisting system were properly designed to accommodate wind forces
71 from multiple directions. The building performed as expected, and nothing in the
72 available data suggested that additional design for quartering winds was warranted
73 under the governing code at the time.

74 11. As to the use of bolted shear connections in lieu of welded moment connections, this
75 was a valid engineering decision. Bolted connections are commonly used in high-rise
76 construction, and national standards recognize them as both safe and effective when
77 properly detailed. In fact, bolted connections offer advantages in terms of installation
78 speed, cost, and the availability of qualified labor. In my own work, I have often specified
79 bolted connections for similar projects without issue.

80 12. I have reviewed the Executive Summary authored under Dr. Ellis Chen's supervision,
81 which is [Exhibit #2](#). I found the document deeply concerning, both in its tone and
82 methodology. Dr. Chen and I were classmates at Stanford University, and while I generally
83 refrain from commenting on individuals in professional matters, I feel compelled to clarify
84 some relevant history. Dr. Chen struggled academically during our time at Stanford. I
85 recall that Dr. Chen failed a first-semester calculus course, had to retake the class, and

86 later took an Analytical Physics course for which I was the teaching assistant. Based on my
87 direct academic observations, I question whether Dr. Chen possessed the analytical rigor
88 necessary for modern structural engineering practice.

89 13. Following graduation, Dr. Chen applied to Apex Engineering. At the time, the firm's
90 partners reached out to me for an informal reference, given our shared background. I
91 provided a candid assessment of my experiences with Dr. Chen, and based on that and
92 other considerations, Apex chose not to grant an interview. While I respect Dr. Chen's path
93 in academia, to my knowledge Dr Chen has not practiced engineering in the field and has
94 not been retained by any major firms for structural design projects. The assertions about
95 the East Jasper Residential Tower reflect more of a theoretical critique than a grounded
96 understanding of real-world engineering practice.

97 14. I agree that welding would have further stiffened the structure—but that additional
98 stiffness was not necessary to meet code. In my professional judgment, the retrofit
99 measures undertaken by the East Jasper Residential Homeowners Association (HOA) were
100 unnecessary and driven more by optics and public anxiety than by any identifiable
101 structural deficiencies. The post-construction modifications were well beyond what was
102 required and appear to have been based on worst-case assumptions not supported by the
103 data. While such responses may be profitable for contractors, they are not a reflection of
104 sound engineering. HOA President Alvarez capitalized on those fears. I think Alvarez saw a
105 plan change and completely freaked out in the moment and pushed everyone into
106 retrofits which were not necessary, and did nothing to increase the overall safety of the
107 building. I also find it curious to see how many individual units the HOA president owns,
108 especially if it is such an unsafe place to be.

109 15. Having worked with Metro Builders, LLC. personnel on many projects I have
110 engineered directly or contributed to, like with Apex, I have observed the quality of their
111 work. Knowing that Cam Martinez was the project supervisor only increased my belief
112 that no corners were cut. Cam has a well-earned reputation for absolute adherence to
113 code and quality well known in the construction industry.

114 16. To be clear: engineers cannot, and should not, be held accountable for failing to
115 foresee changes in codes or for not anticipating speculative failure modes unsupported
116 by the science at the time of design. Just because Mr. Swift, the original design engineer
117 for the East Jasper Residential Tower, was likely aware of the wind quartering literature
118 does not require him to do the extra math. The building was compliant, the structural
119 system was adequate, and the code requirements were met. In my opinion, even if no
120 retrofits had been performed, the building would have continued to perform safely. Just
121 because a building sways in a little wind does not mean the building is unsafe structurally.
122 After all it has weathered many storms over the years. You can look at the South Carolina
123 Hurricane Spaghetti Model 2014-2024 marked as [Exhibit #13](#) for proof of that. South
124 Carolina has an active Hurricane and tropical storm season.

125 17. In conclusion, I affirm that the opinions expressed in this affidavit are based on my
126 professional expertise, my review of the East Jasper Residential Tower design documents,
127 and my deep familiarity with prevailing engineering practices and codes.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,
Ash Forrester
Dr. Ash Forrester

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

A.G. Molli
A.G. Molli, Notary Public
State of South Carolina
My Commission Expires: 12/15/29

EXHIBITS AVAILABLE TO BOTH PARTIES

The parties have stipulated the authenticity of the trial exhibits listed below. The Court will, therefore, not entertain objections to the authenticity of these trial exhibits. The parties have reserved any objections to the admissibility of any of these exhibits until the trial of the case. The trial exhibits may be introduced by either party, subject to the Rules of Evidence and the stipulations of the parties contained in the materials.

EXHIBIT #	EXHIBIT DESCRIPTION
1	Whistleblower Memo
2	Executive Summary of Ph.D. student paper on East Jasper Residential Tower
3	Curriculum Vitae of Dr. Hightower
4	Report of Dr. Hightower
5	Curriculum Vitae of Dr. Forrester
6	Report of Dr. Forrester
7	Final Inspection Report and Certificate of Occupancy for East Jasper Residential Tower
8	HOA Minutes
9	Lease Cancellation
10	Structural Retrofit Invoice
11	City Inspection of Completed Retrofit work
12	Architectural Renderings of East Jasper Residential Tower
13	South Carolina Hurricane Spaghetti Model 2014-2024
14	News articles about East Jasper Residential Tower

The parties reserve the right to dispute any other legal or factual conclusions based on these items and to make objections to these items based on other evidentiary issues.

Exhibit #1 Whistleblower Memo Regarding East Jasper Residential Tower

Confidential Internal Memorandum

Date: November 19, 2015

From: Samuel Greene, P.E., Senior Structural Engineer

To: Executive Board, Apex Structural Engineering, Inc.

Subject: Structural Safety Concerns – East Jasper Residential Tower (Quartering Wind Vulnerabilities)

Introduction

I am writing this memorandum to formally document my professional concerns regarding the structural integrity of the East Jasper Residential Tower, specifically related to the effects of quartering winds acting upon the tower's unique elevated-column and open-plaza design. I believe that unless corrective measures are taken, the building faces a latent but serious risk of structural failure under foreseeable wind conditions.

While I raise these concerns reluctantly, my duty as a licensed engineer compels me to act. The issues identified herein require immediate attention to preserve public safety and to mitigate potential liability exposure to Apex Structural Engineering and our project partners.

Background

- The East Jasper Residential Tower at 109 Summit Hill Drive was designed with four offset support columns positioned mid-face rather than at the corners of the structure. This decision was intended to preserve an open-air public plaza and retail area at the base of the tower.
- During the design phase, calculations were conducted to model perpendicular wind loads in compliance with prevailing building codes.
- However, no documented analysis has been located in our files confirming structural performance under quartering winds (winds striking at a 45-degree angle). At the time of the design of the East Jasper Residential Tower, completing quartering wind analysis was becoming an engineering standard and has since been adopted by the building code.
- This omission is highly problematic, as quartering winds typically generate greater uplift and torsional stresses than perpendicular winds—particularly in buildings with unconventional load paths such as this one.

Identified Problems

1. Connection Substitutions

- Original plans specified welded joints at chevron braces.
- During value engineering, welded connections were replaced by bolted connections, allegedly to save cost and time.
- Bolted joints are less ductile under cyclical loading, leaving the lateral system vulnerable under repeated wind excitation.

2. Quartering Wind Load Effects
 - Independent review of available design drawings indicates inadequate lateral stability with bolted connections under quartering winds exceeding 70 mph.
 - Preliminary hand calculations suggest that a Category 2 hurricane striking at a quartering angle could overstress multiple chevron connections beyond their design capacity.
3. Absence of Wind Tunnel Verification
 - No record exists of a full wind tunnel study of the East Jasper Residential Tower including quartering wind angles.

Recommendations

1. Immediate Structural Review
 - Commission a third-party wind engineering firm (e.g., RWDI, CPP, or equivalent) to conduct independent wind tunnel testing including quartering wind scenarios.
2. Retrofit Design
 - Engage structural consultants to develop retrofit options. Based on preliminary review, this may include:
 - Addition of welded reinforcement plates to existing bolted connections.
 - Installation of supplemental diagonal bracing at critical chevron nodes.
3. Occupant & Stakeholder Notification
 - While discretion is understandable, delaying disclosure could expose Apex to greater liability should a failure of the structure of the tower occur. A measured but transparent communication strategy with the Owners and the Homeowners Association should be developed.

Conclusion

The East Jasper Residential Tower, as presently constructed, may not be capable of withstanding foreseeable and typical wind events. The combination of nonstandard column placement and bolted connection substitutions creates a credible risk of progressive failure.

As a licensed engineer bound by professional ethics and state law, I must emphasize that inaction could endanger residents and the public. I urge Apex leadership to treat this matter with the utmost seriousness and to authorize corrective action immediately.

Respectfully submitted,
Samuel Greene, P.E.
Senior Structural Engineer

Exhibit #2 Executive Summary of Ph.D. student paper on East Jasper Residential Tower

Executive Summary

Potential Wind Dangers to a 30-Story High-Rise: The Case of Quartering Winds

Introduction

This doctoral research investigates the structural vulnerabilities of tall residential buildings when subjected to quartering winds. While perpendicular winds are traditionally considered in design, quartering winds produce more complex aerodynamic effects, including elevated pressure distributions, torsional forces, and resonance phenomena.

The focal point of this study is the 30-story East Jasper Residential Tower, located at 109 Summit Hill Drive, a uniquely designed structure characterized by central support columns and extended cantilevered “branch-like” beams at the perimeter. The tower’s design, while innovative, introduced atypical load paths and made it particularly sensitive to wind-induced torsion.

Research Context

The quartering wind problem was initially identified under the supervision of Dr. Ellis Chen, at Columbia University. Concerned by the potential implications for resident safety, this researcher escalated their findings for formal laboratory review.

Dr. Chen conducted wind tunnel testing and comparative computational analysis to validate the student’s results. The findings confirmed that the East Jasper Tower design, under quartering wind conditions, experienced:

- Higher pressure loads across multiple building faces compared to perpendicular winds.
- Torsional rotation and dynamic sway, exacerbated by the slenderness of the tower.
- Vortex shedding effects, producing cyclic stress patterns with the potential to accelerate fatigue in structural members.

Independent results were later cross-checked against internal Apex Engineering documents obtained by the East Jasper Homeowners’ Association (HOA). The striking consistency between academic and internal corporate calculations further reinforced the validity of the findings.

The Concept of Quartering Winds

Quartering winds differ fundamentally from perpendicular winds. Whereas perpendicular winds generally act on a single façade, quartering winds engage two or more building surfaces simultaneously. This dual interaction produces compound loading conditions. This distinction is critical, as torsional effects in tall buildings can lead to dangerous oscillations, redistribution of stresses, and long-term serviceability issues if not adequately modeled.

Findings and Implications

The doctoral research, supported by Dr. Chen's laboratory testing, reached several key conclusions:

1. Quartering wind pressures exceed perpendicular wind loads. At certain angles, stress levels in the tower's frame exceeded safe design thresholds.
2. The tower's design amplified vulnerabilities. Centralized columns with cantilevered supports created structural behaviors that were highly sensitive to torsion.
3. Industry standards required further analysis. At the time of the building's design, published research and building codes already emphasized the importance of considering quartering winds in high-rise projects.
4. Apex Engineering deviated from accepted practice. By failing to conduct a wind tunnel test or computational fluid dynamics (CFD) analysis for quartering winds, Apex neglected an essential standard of care for a building of this scale.
5. Public safety was jeopardized. Given the building's residential function and current occupancy, these omissions posed an immediate risk to the safety and security of residents.

Conclusion

This doctoral thesis establishes that quartering winds present significant and often underestimated dangers to high-rise buildings. The East Jasper Residential Tower demonstrates how innovative architectural designs can inadvertently magnify these risks if standard aerodynamic evaluations are overlooked.

The broader contribution of this work lies in reaffirming the necessity of wind tunnel testing and advanced CFD modeling in the design of tall, slender, or uniquely configured buildings. Quartering wind analyses should not be treated as optional but rather as a baseline requirement for responsible practice.

The research confirms that failure to account for quartering winds is not only a technical oversight but a deviation from professional duty that may require analysis at a level higher than the then-applicable building code in order to protect residents, stakeholders, and the broader community from unsafe structures.

Exhibit #3 Curriculum Vitae of Dr. Hightower

Curriculum Vitae

Dr. Rowan Hightower, P.E. (Licensed Professional Engineer & Certified Safety Consultant)

Summary

Dr. Rowan Hightower is a licensed Professional Engineer (PE) and a Certified Industrial Safety Consultant with over 25 years of experience in structural engineering and occupational health. Holding dual Ph.D.s from MIT and Johns Hopkins, Dr. Hightower's work focuses on wind-structure interaction, predictive modeling for workplace injury prevention, and ensuring compliance with safety standards in high-risk industrial and construction environments.

Education

- **Bachelor of Science in Civil Engineering** - University of Michigan
- **Ph.D. in Structural Engineering** - Massachusetts Institute of Technology (MIT)
- **Ph.D. in Industrial Hygiene and Risk Management** - Johns Hopkins University

Professional Experience & Consulting

- **Industrial and Structural Safety Consultant (25+ years)**
 - Consulted for private corporations and government agencies, including the Occupational Safety and Health Administration (OSHA) and the Department of Labor.
 - Provided expertise on high-profile projects, such as the post-hurricane retrofitting of a major commercial tower in Boston.
 - Conducted comprehensive risk assessments for diverse clients, including manufacturing plants, tech firms, and federal agencies.

Key Areas of Expertise

- Dynamic Wind Analysis
- Structural Integrity Evaluation
- Workplace Hazard Mitigation
- Wind-Structure Interaction
- Predictive Modeling for Workplace Injury Prevention
- Compliance with National Safety and Engineering Standards

Professional Affiliations & Committee Work

- Member, American Society of Civil Engineers (ASCE) committee responsible for drafting national wind load standards.

Publications & Speaking Engagements

- Published 30 peer-reviewed articles in structural engineering and occupational health.
- Regularly speaks at national engineering and safety conferences on topics including wind loads and workplace safety.

Exhibit #4 Report of Dr. Hightower

Report on Structural Integrity of East Jasper Residential Tower

To: East Jasper Residential Tower HOA From: Dr. Rowan Hightower, Ph.D, P.E.

Date: March 9, 2016

Subject: Analysis of Structural Deficiencies and Required Retrofits for the East Jasper Residential Tower

1. Summary

This report provides a professional analysis of the structural integrity of the East Jasper Residential Tower, located in East Jasper, SC. Based on a review of the provided case materials, including design specifications, construction documents, and the whistleblower affidavit of Samuel Greene, it is my professional opinion that the tower, in its current state, possesses a critical and unacceptable structural vulnerability. This vulnerability stems directly from negligent design decisions by Apex Structural Engineering, Inc. and substandard construction practices by Metro Builders, LLC. The modifications made to the tower's "elevated column" design—specifically the substitution of welded joints with bolted connections—significantly compromises the building's ability to withstand quartering wind loads, a common and predictable environmental force. Without immediate and comprehensive structural retrofitting, the tower presents a clear and present danger to its occupants and the surrounding community.

2. Background and Scope of Analysis

The East Jasper Residential Tower, a 30-story high-rise, located at 109 Summit Hill Drive, was designed by Apex Structural Engineering, Inc. and constructed by Metro Builders, LLC. The building features a unique architectural design incorporating "elevated columns" that are critical to its structural stability. The primary focus of this analysis is the integrity of the welded connections within this design, as they are the points of failure identified in independent wind load research.

This analysis is based on the following documents and findings:

- a. Original Design Specifications: Review of the initial plans by Apex Structural Engineering, Inc., which specified robust, welded joints for all critical structural connections.
- b. Whistleblower Memo: The leaked internal calculations and affidavit of Samuel Greene, a former engineer at Apex, confirming that Apex intentionally deviated from the initial design and approved a cost-saving substitution of bolted connections.
- c. Construction Records: Examination of the construction logs and materials from Metro Builders, LLC, which confirmed that the welded joints were substituted with bolted shear connections in the field, deviating from standard engineering best practices.
- d. Independent Wind Load Research: The findings of the Ph.D. student whose research first highlighted the critical vulnerability of the elevated column design under quartering wind loads.

3. Analysis of Structural Deficiency

The structural deficiency in the East Jasper Residential Tower is a direct consequence of a fundamental failure to adhere to established engineering principles and building codes. The original design, with its use of welded joints, was appropriate for the intended structural loads. A welded joint creates a connection with the same strength as the base metal being joined, ensuring that the structural members act as a single, monolithic unit.

The decision by Apex Structural Engineering, Inc. to substitute these critical welds with bolted shear connections represents a catastrophic failure of professional judgment. A bolted connection, by its very nature, is significantly less rigid and is insufficient to carry the shear and bending moments that the elevated columns will experience during high-wind events. This is not a "theoretical risk," as claimed by the defendants. It is a documented and predictable point of failure. The internal memo leaked by Mr. Greene confirm that Apex was fully aware of the compromised structural capacity resulting from this change.

Metro Builders, LLC's role in this negligence is equally critical. As the builder, they had a professional duty to construct the building in accordance with the final, approved plans and specifications. Their acquiescence to installing substandard bolted shear connections without protest or correction indicates a blatant disregard for quality control and building safety. The construction company's failure to notify either the client or the local building authority of this critical deviation from standard practice further highlights their culpability.

4. Potential Dangers and Risks to Occupants

- Risk of Catastrophic Collapse: Under severe quartering wind loads, the insufficient bolted connections could fail, leading to the collapse of the elevated columns.
- Loss of Life: A structural failure of this magnitude would almost certainly result in the loss of life and severe injuries to residents, staff, and visitors within the building.
- Property Damage: Beyond the risk of total collapse, the compromised structure is susceptible to significant non-structural damage during high-wind events, including widespread window breakage, and damage to interior walls.
- Diminished Property Value: The documented structural vulnerability has already resulted in a significant loss of property value for every unit owners.

5. Required Retrofits and Conclusion

The only professionally and ethically sound course of action is a comprehensive structural retrofit of the entire East Jasper Residential Tower. This retrofit must involve the replacement or reinforcement of all bolted shear connections with welded joints, as originally specified by the initial design. The proposed retrofit, estimated to cost millions of dollars, is not a "voluntary upgrade" but a mandatory corrective action required to bring the building to a minimal standard of safety that would have been achieved had Apex Structural Engineering, Inc. and Metro Builders, LLC fulfilled their respective professional and contractual duties.

Exhibit #5 Curriculum Vitae of Dr. Forrester

Dr. Ash Forrester, Structural Engineering Expert

Professional Summary

Dr. Ash Forrester is a highly respected and licensed structural engineer with over 30 years of experience specializing in the design and evaluation of high-rise buildings. Dr. Forrester keeps a strong professional philosophy rooted in "real-world engineering," advocating for the use of established building codes and proven industry standards over speculative or purely academic theories. Dr. Forrester has an extensive background in probabilistic risk assessment, structural code compliance, and forensic engineering.

Education

- Bachelor of Science in Structural Engineering - Stanford University
- Master of Science in Structural Engineering - Stanford University
- Ph.D. of Civil Engineering - University of Texas at Austin

Professional Experience

- Senior Structural Engineering Consultant
 - 30 years of experience in high-rise building design and structural evaluation.
 - Specializes in large-scale projects across the United States and internationally.
 - Expertise in probabilistic risk assessment and structural code compliance.
- Expert Witness
 - Deposition testimony provided in four construction defect cases.
 - Typically hired to provide independent engineering assessments.
- Consultant for Apex Engineering
 - Provided expertise on design methodology and documentation.

Publications and Presentations

- Published numerous articles in leading engineering journals on topics including probabilistic risk assessment and structural integrity.
- Frequent presenter at industry conferences on the importance of code-based design and the limitations of theoretical risk models.

Professional Affiliations & Licensing

- Licensed Professional Engineer (PE) in multiple states
- Member of key professional engineering societies and committees related to high-rise construction.

Exhibit #6 Report of Dr. Forrester

Defense Expert Engineering Report

Prepared by: Dr. Ash Forrester, Ph.D., P.E.

Date: April 15, 2018

Case: East Jasper Residential Tower, 109 Summit Hill Drive – Apex Engineering Litigation

Executive Summary

This report is submitted on behalf of the defense in the matter concerning the East Jasper Residential Tower. The plaintiffs contend that the tower was unsafe under quartering wind conditions and required structural retrofits. After a comprehensive review of the design documents, wind load analyses, and construction records, I find that the tower, as designed and constructed, complied fully with applicable building codes and industry standards in place at the time of design and construction.

Review of Key Issues

1. Quartering Winds

- Building codes in effect at the time did not require explicit modeling of quartering wind angles beyond the prescribed wind load provisions.
- Apex's design incorporated wind loads in multiple directions, and the lateral force-resisting system (central core plus chevron bracing) was sufficient to resist all code-defined forces.
- Quartering wind concerns raised by the plaintiff are speculative, based on later academic modeling that was not required during design.
- Real-world performance of the structure shows no evidence of serviceability or safety deficiencies attributable to wind.

2. Bolted vs. Welded Connections

- Bolted shear connections were a valid and code-compliant engineering choice.
- National standards explicitly recognize bolted joints as reliable and effective when properly detailed and installed.
- Bolted connections offer advantages in constructability, cost efficiency, and quality control, and their use in this project was consistent with accepted practice.
- While welding would add stiffness, such additional and more expensive design was unnecessary under the governing code requirements.

3. Code Compliance and Professional Standard of Care

- The East Jasper Residential Tower met or exceeded all structural code requirements applicable at the time of construction.
- Engineering codes are based on decades of validated research and are intended to provide a reasonable margin of safety, not to anticipate speculative risks.
- Holding engineers retroactively to evolving standards undermines professional consistency and ignores the accepted standard of care.

Critique of Plaintiff's Analysis

- The plaintiff's case relies heavily on academic modeling of Dr. Ellis Chen. While I respect academic credentials, Dr. Chen has no real-world structural design experience.
- Dr. Hightower's analysis extrapolates beyond code requirements, substituting personal interpretation for regulatory standards. This approach is not reflective of professional engineering practice.

Assessment of Retrofit Measures

- The structural retrofits including welding and reinforcement were unnecessary.
- These measures did not correct any verified deficiency but instead reflected public anxiety, which only increased costs without improving actual safety.
- The building, even absent retrofits, would have remained safe and serviceable under foreseeable wind events.

Conclusions

1. The East Jasper Residential Tower, as originally designed and constructed, was structurally sound and compliant with applicable building codes.
2. The alleged vulnerabilities to quartering winds are not supported by applicable building code, or empirical performance data.
3. The use of bolted connections was consistent with accepted engineering practice and provided adequate safety.
4. The retrofits demanded by the plaintiffs were unnecessary, costly, and not based on sound engineering necessity.

It is my professional opinion, within a reasonable degree of engineering certainty, that Apex Engineering and its late project leader, Mr. Travis Swift, met the standard of care in all respects. The plaintiff's claims should therefore be dismissed.

Dr. Ash Forrester, Ph.D., P.E.

Structural Engineer

Exhibit #7 East Jasper Residential Tower Final Inspection Report

City of East Jasper Department of Building Inspections Final Inspection Report & Certificate of Occupancy

Project: East Jasper Residential Tower (30-Story High-Rise Condominium)

Location: 109 Summit Hill Drive, East Jasper, SC

Permit No.: EJ-2012-014-HR

I. Overview

The East Jasper Residential Tower is a 30-story reinforced concrete and steel-frame residential condominium tower. All phased inspections were conducted in accordance with the 2009 International Building Code (IBC), the 2012 South Carolina amendments, and the 2010 ADA Standards for Accessible Design.

This report serves as the Final Inspection Record and PASS authorizing the issue of the final Certificate of Occupancy.

II. Historical Inspection Summary

Pre-Construction Phase (July 2012)	Completed
Sitework & Foundations (August – September 2012)	Completed
Structural Frame (October 2012 – July 2013)	Completed
Building Envelope (August – November 2013)	Completed
Rough-In Systems (Jan – May 2013)	Completed
Life-Safety & Fire Marshal Inspection (Jan 2014)	Completed
Interior & Finish Inspections (March – July 2014)	Completed

III. Final Systems Checks (August 2014)

Structural	Completed
Fire Protection & Life Safety	Completed
Mechanical (HVAC)	Completed
Electrical	Completed
Plumbing	Completed
Elevators	Completed
Accessibility Compliance	Completed

IV. Certificate of Occupancy

Issuance of Certificate of Occupancy (August 18, 2014)	Completed
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Authorized Signature:

Whitley Carter

Whitley Carter – City of East Jasper Building Inspector

Exhibit #8 East Jasper Residential Tower Homeowners Association Minutes

Emergency Meeting: Called by the Board of Directors of the East Jasper Residential Tower Homeowners Association.

Date: March 14, 2016

Time: 7:00 PM

Location: East Jasper Residential Tower - Ground Floor Conference Room

Attendees: Reed Alvarez (East Jasper HOA Board President), Betty Birch (HOA VP), Cassandra Thompson (HOA Sec/Treas.), Gavin Youngblood (Property Manager), Allen Park (Counsel) (via conference call), and property owners: Chris Jones, Kate Carter, Chloe Sam, Hal Stewart, Albert Reader, Marcus Coker, Steph Gold, Joseph Proffit, Melissa Hooper, Dave Lakes, Ellie Boone, Karl Boone, Tommy London, June McClain, Stephen Lewis, Marty Robins, Michael Dove, Elizabeth Dove, Calvin McMann, Tony McGraw, Robert Miller, and Kris Wood.

Guest: Dr. Rowan Hightower via conference call.

Notice provision: Notice of the meeting was provided to all owners of record on 3/13/2016.

Agenda: The previously noticed agenda provided to owners limited discussion to the sole topic of engineering and structural concerns with the property, anticipated structural retrofits necessary, financing of retrofitting, and anticipated litigation against Apex Engineering and Metro Builders.

1. Call to Order: The meeting was called to order by Reed Alvarez at 7:05 PM.
2. Discussion of potential design and construction errors: President Alvarez informed the attendees that potential design errors and construction of the tower could potentially put owners at risk. A copy of the engineering memo and executive summary concerns and risks were previously emailed to owners. President Alvarez outlined the findings in each document and allowed owners/residents to ask questions. The President notified owners that the original engineers and construction company were not invited to the meeting.
3. Professional Presentation on Structural Concerns: President Alvarez turned the meeting over to Dr. Rowan Hightower via conference call. Dr. Hightower is a licensed engineer retained by the Board to consult with the Board and owners. Dr. Hightower began by acknowledging the understandable and widespread anxiety among residents following the reports provided.

Dr. Hightower summarized the core of the issue: a latent structural vulnerability in the building's "elevated column" design, which was recently identified. Essentially, as originally constructed, the tower is susceptible to damage and even collapse in certain wind events. This was not a flaw a standard inspector would have been able to identify. This issue was brought to light through the independent research of a Ph.D. student.

4. Legal Counsel Update

The HOA's legal counsel, Mr. Allen Park, joined the meeting via phone to provide a presentation on potential litigation that could be filed against Apex Structural

Engineering and Metro Builders.

Mr. Park outlined the legal theories that should be pursued:

- [REDACTED]
- [REDACTED]
- [REDACTED]

5. Concerns from Residents

Several residents expressed their deep concerns about the situation.

- Hal Stewart spoke about the immediate need to address the public's perception of the building's safety. He cited the potential impact on property values.
- Kate Carter, spoke against the unnecessary waste of money to needlessly do expensive and complicated work to correct issues that couldn't be shown to actually exist. The changes will result in severe financial burdens on many of the owners.
- Steph Gold, who is a part-time meteorologist at Channel 13 news noted that there have been an average of approximately 3.1 hurricanes or tropical storms that have impacted South Carolina in some way since 2014.
- The President assured residents that this work was absolutely necessary and the expected cost is precisely why legal action is being considered and engineering retrofits should be prioritized, to ensure the structural integrity of the building is beyond question. The board has a fiduciary duty to the homeowners to address these issues promptly and definitively.

6. Actions Taken & Next Steps: The board submitted the following proposal to the owners to approve the following actions:

- Engage an independent structural engineering firm to validate the initial findings and commence structural retrofit work.
- Initiate litigation against Apex Structural Engineers and Metro Builders to hold the responsible parties accountable for the costs of the retrofits and the devaluation of owner properties.
- Execute a construction loan and line of credit not to exceed \$24.6 million to finance retrofit construction

7. A vote was taken on retrofitting received a vote of 51% in favor 49% opposed. The vote was deemed to have passed, pending the opportunity for emailed ballots to return.

8. Adjournment: The meeting was adjourned at 10:40 PM.

Exhibit #9 Lease Cancellation

Lease Cancellation Notice

Date: March 29, 2016

To: Reed Alvarez

From: Ellie and Karl Boone

Address: East Jasper Residential Tower, 109 Summit Hill Dr. Unit 2800, East Jasper, SC 29900

Re: Immediate Termination of Lease Agreement dated January 1, 2016, for the premises located at the East Jasper Residential Tower, pursuant to part 9(t) (8-9) of the Lease, in accordance with the principles of **Constructive Eviction** and **Breach of Implied Warranty of Habitability**.

1. Summary of Cause for Cancellation

This letter serves as formal notice of the immediate termination of my lease agreement for the aforementioned property. This action is necessitated by recently discovered, severe, and undisclosed structural deficiencies within the East Jasper Residential Tower that render the premises unsafe and uninhabitable. These conditions were not known to me at the time the lease was executed and have resulted in a breach of the implied warranty of habitability, a fundamental principle of residential tenancy law.

The latent structural hazard stems from the building's original design. This vulnerability has been confirmed by independent experts that were hired by or on behalf of the HOA, as explained during an emergency HOA meeting held on March 14, 2016.

2. Legal Justification for Termination

My decision to terminate this lease is grounded in established legal principles that protect tenants from unsafe living conditions and the admission of the HOA of the structural and safety problems of the building.

3. Damages and Demands

Due to the breach of contract and the conditions of constructive eviction, I am hereby demanding the full return of my security deposit and a pro-rated refund of any prepaid rent for the remainder of the lease term, effective upon my departure from the property. I will vacate the premises on or before April 15, 2016.

I reserve all rights to pursue further legal action for any damages, relocation costs, or other financial losses incurred as a result of the uninhabitable conditions and this forced lease termination.

Please direct all future correspondence regarding this matter to my legal counsel.

Sincerely,

Ellie Boone

Karl Boone

Ellie and Karl Boone

Exhibit #10 Structural Retrofit Invoice

Structural Retrofit Invoice

Client/Project: East Jasper Residential HOA- Chevron Reinforcement System

Location: 109 Summit Hill Drive, East Jasper, SC 29900

Date: April 2, 2016

Prepared by: Qualitative Engineering Services, LLC.

Scope of Work

The retrofit involves reinforcement of all chevron-style structural members on the 30-story building. The project includes:

1. Welded joints and supplemental weld plates to reinforce chevron connections.
2. Expedited work option, with cost differential due to increased labor rates, noise control, and logistical challenges.
3. Engineering oversight, safety measures, and inspections.

1. Engineering, Design & Testing

Item	Cost (USD)
Structural analysis, retrofit design, and stamped engineering drawings	\$1,250,000
Wind tunnel verification & peer review	\$500,000
Non-destructive testing (NDT) of welds & bolt tension	\$400,000

2. Materials

Item	Cost (USD)
High-strength A490 bolts, nuts, washers (approx. 24,000 units @ \$40 ea)	\$960,000
Structural steel reinforcement plates, gussets, and filler	\$1,200,000
Welding consumables (electrodes, shielding gas, flux)	\$250,000
Scaffolding, rigging, and fall protection supplies	\$500,000

3. Labor Costs (Daytime Operations)

Item	Cost (USD)
Structural ironworkers (60 workers x avg. \$115/hr x 8 months)	\$5,300,000
Certified welders (40 welders x avg. \$125/hr x 8 months)	\$4,200,000
Construction supervision	\$650,000
Quality control inspectors & safety officers	\$450,000

4. Equipment & Logistics

Item	Cost (USD)
Welding machines, generators, compressors rental	\$750,000
Cranes, lifts, hoists, and rigging equipment rental	\$1,200,000
Temporary enclosures & weatherproofing for high-altitude work	\$600,000
On-site storage & transportation of materials	\$250,000

5. Expedited Work Differential (Optional)

Item	Cost (USD)
Labor premium (25% expedite increase)	\$3,200,000
Reallocate resources from other sites	\$500,000
Noise mitigation and neighborhood compliance	\$250,000
Extended supervision and overtime admin costs	\$200,000

Total Costs

Item	Cost (USD)
Retrofit Total	\$18,910,000
Expedite Retrofit Total (with differential)	\$22,610,000

Payment Terms

- 25% deposit due upon contract signing.
- 50% progress payments due monthly over project duration.
- 25% final payment due upon project completion and certification.

Notes

- All costs include union labor rates for a major metropolitan area.
- OSHA and local building code compliance included.
- Work duration estimated at 8–10 months.
- Insurance, bonding, and contingency reserves not included (can add ~10% if required).

Exhibit #11 City Inspection of Completed Retrofit work

Retrofit Inspection Report

City of East Jasper – Building Safety Division

Property: East Jasper Residential Tower

Address: 109 Summit Hill Dr., East Jasper, SC

Permit No.: EJ-STR-2023-041

Inspection Type: Final Structural Retrofit Inspection

Date: January 3, 2017

Inspector: Eddie Butler, Building Inspector - City of East Jasper

Project Background

The East Jasper Residential Tower is a 30-story condominium building constructed with a chevron-style structural support system. Following the discovery of deficiencies in chevron joints and connections, the building was subject to a structural retrofit program approved by the City of East Jasper.

Inspection Findings

Bolting Work:

- All additional A490 structural bolts were observed in place and tested. Torque verification reports confirm installation met design specifications.

Welding Reinforcement:

- Welds were visually inspected at each chevron connection. Ultrasonic and magnetic particle testing reports confirm weld quality and integrity. No evidence of cracks, voids, or incomplete fusion was noted.

Supplemental Steel Reinforcement:

- Gusset plates and steel reinforcement members were installed per approved drawings. Welds and bolted connections conform to the engineer-of-record's specifications.

Safety Compliance:

- Contractor maintained OSHA-compliant safety practices throughout project. Fireproofing at connection points was restored after completion of retrofit work.

Engineering Oversight:

- Daily reports and signed inspection logs from the structural engineer of record were reviewed and found complete. Independent third-party peer review confirmed adequacy of retrofits.

Conclusion

Based on the inspection and review of test reports, the structural retrofit has been completed in accordance with the approved engineering plans and city requirements.

The building is deemed structurally compliant and safe for continued residential occupancy.

Final Status: PASS

Eddie Butler

Eddie Butler, City Inspector

City of East Jasper – Building Safety Division

Exhibit #12 Architectural Renderings of East Jasper Residential Tower

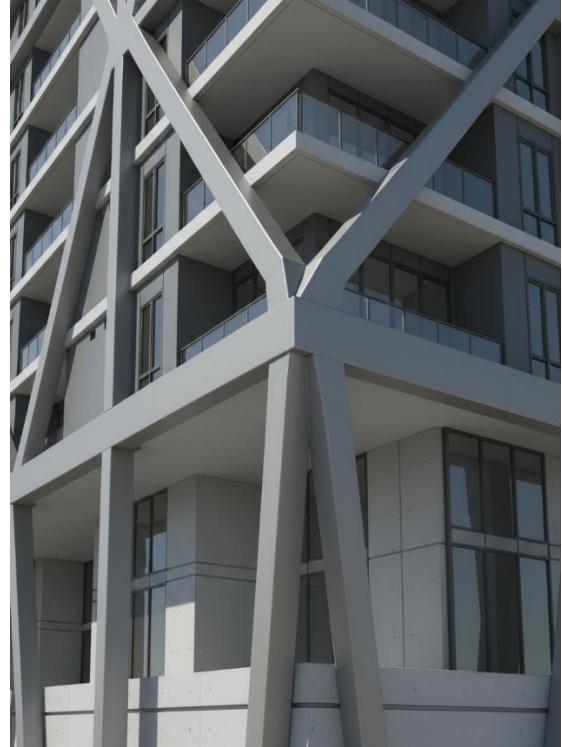
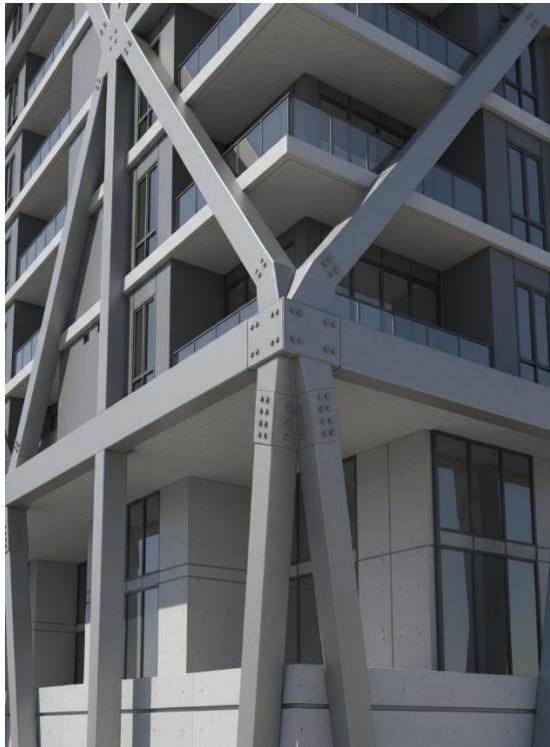


Exhibit #13 South Carolina Hurricane Spaghetti Model 2014-2024

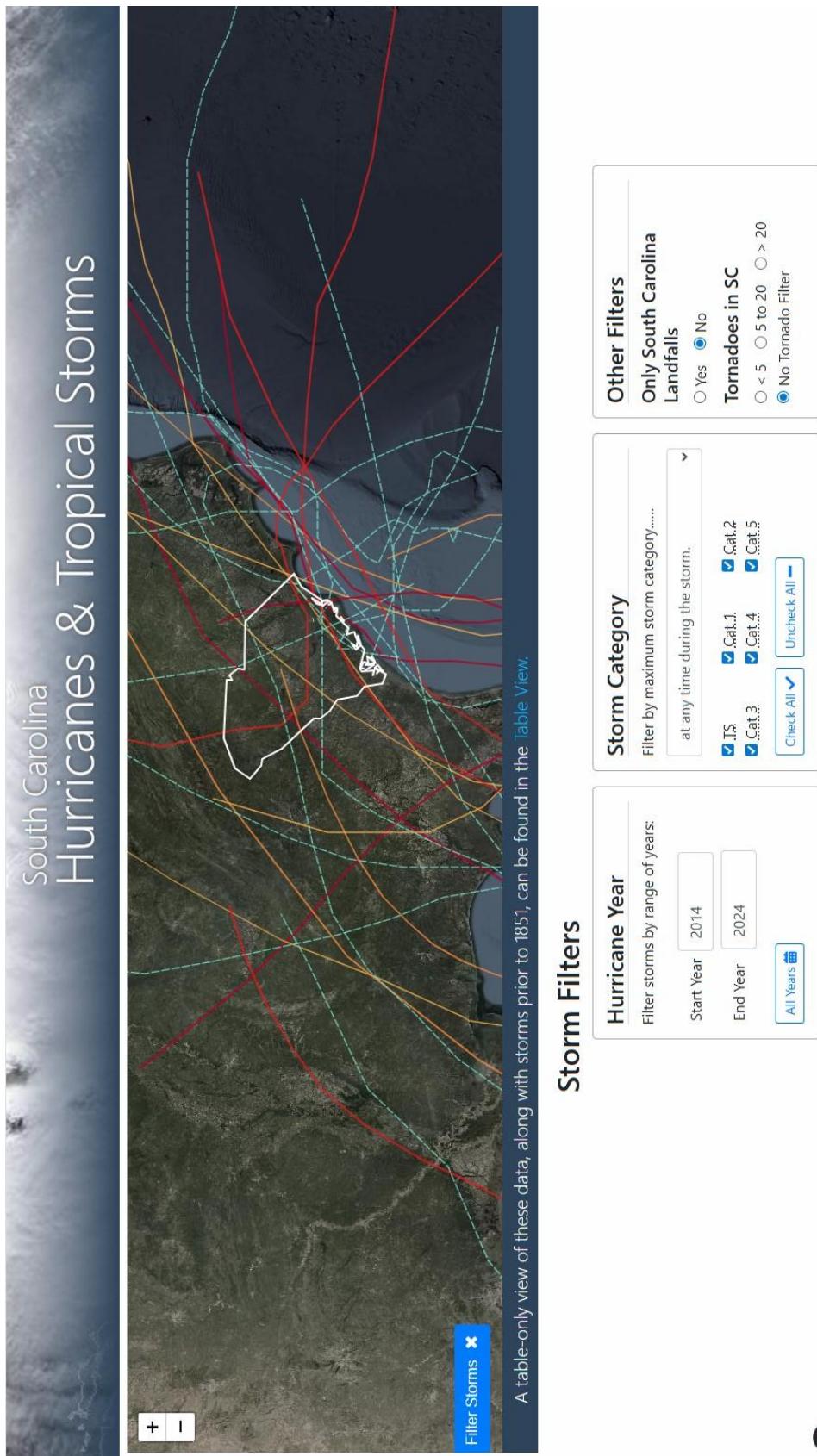


Exhibit #14 News articles about East Jasper Residential Tower

Local Skyscraper Faces Structural Crisis, Lawsuit Filed

By Robert Miller *May 15, 2016*

Residents of the East Jasper Residential Tower are reeling after a startling report revealed critical structural deficiencies in their 30-story high-rise. A lawsuit has been filed by the building's Homeowners' Association and property owners against Apex Structural Engineering, Inc. and Metro Builders, LLC, alleging that the building's unique design was compromised by negligent construction practices.

The discovery was made by a Ph.D. student conducting independent wind-load research, who found that the tower's "elevated columns" were vulnerable to quartering winds. The vulnerability was caused by a cost-saving measure during the original construction that replaced robust full-penetration welds with bolted connections.

The lawsuit claims that the building is a "latent structural hazard" that could require millions of dollars in retrofits, and that the value of every unit has been severely diminished.

Apex and Metro did not respond to requests for comment.

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Residents Fear for Their Safety as Legal Battle Escalates

By Robert Miller *August 15, 2016*

The ongoing lawsuit against the builders and designers of the East Jasper Residential Tower has residents on edge, with many expressing concerns for their safety and the future of their homes. The lawsuit alleges that the structural defects are so severe they necessitate a multi-million dollar retrofit – a cost that Apex Structural Engineering and Metro Builders claim is simply a "voluntary upgrade."

The legal filings detail the impending potential for a "catastrophic collapse" under severe wind loads, a terrifying prospect for the building's occupants. Homeowners and the property owner are demanding that Apex and Metro take responsibility immediately for the "latent structural hazard" they allegedly created.

The defendants deny any liability, stating that the building met all applicable codes at the time of its construction. However, a whistleblower's affidavit and leaked internal documents paint a different picture, suggesting that these two firms were aware of tests and engineering calculations that other construction firms at the forefront of good building practices would have performed to verify the structural integrity of the finished building.

The case is expected to head to trial later this year, with millions of dollars in damages and the safety of a community hanging in the balance.

Representatives of Apex and Metro declined to comment while litigation is pending.

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East Jasper Residential Tower Trial Date Set

By Robert Miller *September 9, 2025*

The long-awaited trial in the East Jasper Residential Tower case has been scheduled, marking a major turning point in the years-long legal battle between the building's homeowners and the two firms they accuse of negligent design and construction, Apex Structural Engineering, Inc. and Metro Builders, LLC. A judge has set the trial date for February 28, 2026.

The lawsuit, which alleges that structural deficiencies render the building a "latent structural hazard," has been mired in discovery and legal motions since it was filed in 2016. Plaintiffs will have the opportunity to present their expert testimony, including that of Dr. Rowan Hightower, to argue that the building is dangerous. The defendants are expected to continue their stance that the building is safe, and the proposed fixes are unnecessary. The outcome of the trial will have significant implications for the future of the building and its residents.

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