

THE STATE OF SOUTH CAROLINA  
In the SC Court of Appeals

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**Dec 15 2022**

**SC Court of Appeals**

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

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The Honorable Bentley Price, Circuit Court Judge

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Case No. 2017-CP-10-05245  
Case No. 2017-CP-10-05246  
Appellate Case No. 2022-001187

Gary Keisler, individually and as Class Representative,  
John Does (1-50) and Jane Does (1-50), Plaintiff,

v.

**(See proceeding pages for continued caption)**

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**RESPONDENTS' INITIAL BRIEF**

---

s/ James Williams

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ATTORNEYS FOR RESPONDENTS

John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory merger to John Wieland Homes and Neighborhoods of South Carolina, Inc., John Wieland Homes of Charleston, Inc., John Wieland Homes, Inc., Builder Support Services of the Carolinas, Inc., Wheelock Street Capital, LLC d/b/a John Wieland Homes and Neighborhoods, Inc., Wheelock Street Real Estate Land Fund, LP, Wheelock Street Investment Management, LLC, RP Falcon Properties, LLC, Residential Partners, LLC, Middlesex Holdings, LLC, WS JWH, LLC, JWC Phoenix, LLC, Bridgemill Land, LLC, Annisquam Development, LLC, JW Land Investment, LLC, JWC Guildford, LLC, OOTB, LLC, Wieland Realty Associates, Inc., John Wieland, individually, Sue Wieland, Lindsey Parker, Robert Parker, Jack Wieland, George Medina, George Medina a/k/a JMC Construction, LLC, John Does (20-50), and Jane Does (4150), AC Construction, Inc., Scott Parker, individually, Builders FirstSource- Southeast Group, LLC, Muhler, LLC a/k/a The Muhler Company, Inc., YKK (U.S.A.), Inc., Wheelock Street Real Estate Fund II, LP, Wheelock Street Real Estate Fund V, LP, WSREF, NRT, LLC, JW Homes, LLC, JWH RPIV, LLC, RP Falcon Land, LLC, Wieland Realty, LLC, RP Falcon Realty, LLC, Residential Partners IV, LLC, Paul M. Vasquez, Neighborhood Management Associates, Inc., Billie and Antonio Arias a/k/a Antonio Arias Framing Construction, Tru-Don Contracting, Inc., Fine Builders, LLC, Jose Alfredo Sandoval, Chad Larsen d/b/a Chad Larsen Co., Ivan Jose Paiz d/b/a Jose Construction, William B. Angel, East Coast Wall Systems, Inc., Tracyinne Construction a/k/a T&C Construction, LLC, Frankcisco and Andrea Dacosta d/b/a AAA Coastline, Inc., Jack R. Clark d/b/a Jack Clark Construction, LLC, Alex Welch, Tracy McCuiston d/b/a Mastercraft Interior and Exterior, Universal Forest Products Eastern Division, Inc. a/k/a UFP Eastern Division, Inc., Gonzalo Guerrero, A-Marc, Inc., Emmanuel Kehagis d/b/a Creative Construction, Anthony Kirksey, Polly S. Clark d/b/a Glenn Clark Construction, Benjamin Mora a/k/a Benjamin L. Mora d/b/a Mora Construction f/k/a Mora's Construction and Benjamin Mora Construction, LLC n/k/a Mora Construction, LLC, Daniel L. Rogers d/b/a Rogers Roofing Co., Inc. n/k/a Dan Rogers Roofing, LLC, William C. Mulhern d/b/a Bill's Painting, Mark A. McFarland d/b/a In the Wind, Inc., Harbor Master, Inc., Chad Hood, Kinco Ltd. d/b/a Atrium Companies, Inc. d/b/a Atrium Windows and Doors, Inc. a/k/a HR Windows, The Contractor Yard, Inc., New Construction Drywall Hanger, LLC f/k/a New Construction Drywall Hanger, Inc., Doug Pilcher, and Michael Cassidy, DBC Construction Services, LLC, Gerardo Rosette Sanchez a/ k/a GR Painting, LLC, Jesus Mora a/k/a J. Mora Brick & Block Mason, LLC, Juan Luis Sanchez a/k/a Sanchez Brothers Painting, Latitude Construction Services, LLC, Richard Ditullio a/k/a RDT Contracting, LLC, Valencia Medina, and J&R Construction, LLC, a/k/a JJ&R Construction, LLC, Cohen's Drywall Company, LLC, All American Roofing and Construction, LLC, and Leor Construction, LLC, Defendants.

AND

Builders FirstSource-Southeast Group, LLC, Third-Party Plaintiff,

v.

AC Construction, Corp., Third-Party Defendant.

AND

RP Falcon Properties, LLC (f.k.a JW Homes, LLC); RP Falcon Land, LLC (f.k.a. JW Land Investment, LLC); RP Falcon Realty, LLC (f.k.a Wieland Realty, LLC); and Residential Partners, LLC, Third-Party Plaintiffs,

v.

COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC, Third-Party Defendants.

AND

One Hamlin Place Townhome Association, Inc., Plaintiff,

v.

John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory merger to John Wieland Homes and Neighborhoods of South Carolina, Inc., John Wieland Homes of Charleston, Inc., John Wieland Homes, Inc., Builder Support Services of the Carolinas, Inc., Wheelock Street Capital, LLC d/b/a John Wieland Homes and Neighborhoods, Inc., Wheelock Street Real Estate Land Fund, LP, Wheelock Street Investment Management, LLC, RP Falcon Properties, LLC, Residential Partners, LLC, Middlesex Holdings, LLC, WS JWH, LLC, JWC Phoenix, LLC, Bridgemill Land, LLC, Annisquam Development, LLC, JW Land Investment, LLC, JWC Guildford, LLC, OOTB, LLC, Wieland Realty Associates, Inc., John Wieland, individually, Sue Wieland, Lindsey Parker, Robert Parker, Jack Wieland, George Medina, George Medina a/ k/a JMC Construction, LLC, John Does (20-50), and Jane Does (4150), AC Construction, Inc., Scott Parker, individually, Builders FirstSource-Southeast Group, LLC, Muhler, LLC a/k/a The Muhler Company, Inc., YKK (U.S.A.), Inc., Wheelock Street Real Estate Fund II, LP, Wheelock Street Real Estate Fund V, LP, WSREF, NRT, LLC, JW Homes, LLC, JWH RPIV, LLC, RP Falcon Land, LLC, Wieland Realty, LLC, RP Falcon Realty, LLC, Residential Partners IV, LLC, Paul M. Vasquez, Neighborhood Management Associates, Inc., Billie and Antonio Arias a/k/a Antonio Arias Framing Construction, Tru-Don Contracting, Inc., Fine Builders, LLC, Jose Alfredo Sandoval, Chad Larsen d/b/a Chad Larsen Co., Ivan Jose Paiz d/b/a Jose Construction, William B. Angel, East Coast Wall Systems, Inc., Tracyinne Construction a/k/a T&C Construction, LLC, Francisco and Andrea Dacosta d/b/a AAA Coastline, Inc., Jack R. Clark d/b/a Jack Clark Construction, LLC, Alex Welch, Tracy McCuiston d/b/a Mastercraft Interior and Exterior, Universal Forest Products Eastern Division, Inc. a/k/a UFP Eastern Division, Inc., Gonzalo Guerrero, A-Marc, Inc., Emmanuel Kehagis d/b/a Creative Construction, Anthony Kirksey, Polly S. Clark d/b/a Glenn Clark Construction, Benjamin Mora a/k/a Benjamin L. Mora d/ b/a Mora Construction f/k/a Mora's Construction and Benjamin Mora Construction, LLC n/k/a Mora Construction, LLC, Daniel L. Rogers d/b/a Rogers Roofing Co., Inc. n/k/a Dan Rogers Roofing, LLC, William C. Mulhern d/b/a Bill's Painting, Mark A. McFarland d/b/a In the Wind, Inc., Harbor Master, Inc., Chad Hood, Kinco

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v.

COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC, Third-Party Defendants,

of which RP Falcon Properties, LLC (f/k/a JW Homes, LLC); RP Falcon Land, LLC (f/k/a JW Land Investment, LLC); RP Falcon Realty, LLC (f/k/a Wieland Realty, LLC); and Residential Partners, LLC are the Appellants,

and George Medina, George Medina a/k/a JMC Construction, LLC, and All Exteriors Construction, LLC are the Respondents.

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## **STATEMENT OF ISSUES ON APPEAL**

- I. DID THE TRIAL COURT ERR WHEN IT DISMISSED APPELLANTS' NEGLIGENCE, BREACH OF WARRANTY, AND BREACH OF CONTRACT CAUSES OF ACTION AGAINST RESPONDENTS BY FINDING THEY WERE MERELY DISGUISED CLAIMS FOR EQUITABLE INDEMNITY?
  
- II. DID THE TRIAL COURT ERR WHEN IT DISMISSED APPELLANTS' EQUITABLE INDEMNITY CAUSE OF ACTION AGAINST RESPONDENTS BY FINDING APPELLANTS COULD NOT PROVE THEY HAD UNCLEAN HANDS?

## **STATEMENT OF THE CASE**

This appeal arises from the granting of Respondents Jorge Medina, Jorge Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc.'s (hereafter "JMC") and All Exteriors Construction, LLC's (hereafter "All Exteriors") (collectively hereafter "Respondents") Motions for Summary Judgment in two related actions regarding Appellants RP Falcon Properties, LLC f/k/a JW Homes, LLC, RP Falcon Land, LLC f/k/a JW Land Investment, LLC, RP Falcon Realty, LLC f/k/a Wieland Realty, LLC, and Residential Partners, LLC's (collectively hereafter "RP Companies" or "Appellants") crossclaims and third-party claims against Respondents, following Respondents settlement with Plaintiffs.

Plaintiffs filed their original summonses and complaints for One Hamlin Place Townhome Association, Inc. v. John Wieland, et al., C/A No. 2017-CP-10-5245 (the "HOA Action") and Keisler v. John Wieland, et al., C/A No. 2017-CP-10-5246 (the "Class Action") on October 12, 2017. Plaintiffs in the HOA Action asserted claims against all or some of the named defendants sounding in (1) violation of the South Carolina Unfair Trade Practices Act, (2) breach of implied warranties, (3) breach of implied warranty of fitness of habitability, (4) breach of implied warranty of fitness for a particular purpose, (5) breach of implied warranties as to the project's development

and construction, (6) negligence, (7) negligent misrepresentation, (8) breach of fiduciary duty, (9) alter ego liability and piercing the corporate veil, (10) strict liability, (11) individual liability as to the Developer defendants, (12) amalgamation, (13) civil conspiracy, and (14) fraudulent conveyances. The Plaintiff in the Class Action asserted the same causes of action and asserted that the matter was proper for class certification. Plaintiffs amended the HOA Action and the Class Action complaints on January 17, 2018, and again on January 30, 2019. The third-amended complaint in the Class Action was filed November 11, 2020. Generally, each amended pleading revised the number of defendants that the Plaintiffs in both actions were listing in the captions.

The Appellants filed an amended answer to the Class Plaintiff's Third-Amended Complaint and renewed its cross claims against JMC and third-party claims against All Exteriors on December 3, 2020. Under both the cross claims and third-party claims, the RP Companies asserted claims for (1) indemnity; (2) negligence; (3) breach of warranty; (4) breach of contract. They also asserted a claim for (5) strict liability/products liability against a window manufacturer. JMC and All Exteriors answered on December 4, 2020.

JMC, in conjunction with All Exteriors, agreed to a settlement number with the Plaintiffs at the second mediation. Respondents asked Appellants to voluntarily dismiss their cross claims against Respondents, but Appellants would not agree. Therefore, Respondents filed its motions and memoranda of law asking the court to grant summary judgment.

On April 18, 2022, the trial court heard arguments on, and granted, Respondents' motions for summary judgment. See Transcript of Hearing, dated April 18, 2022; Form 4 Order Granting Mot. Summ. Judgment, dated April 22, 2022; Order Granting Mot. Summ. Judgment, dated May 10, 2022. Appellants then moved for the trial court to reconsider, or in the alternative, for relief under Rule 59(e) of the South Carolina Rules of Civil Procedure. See Mot. Recons., dated May 2,

2022 (Keisler); and Mot. Recons., dated May 18, 2022 (One Hamlin). On July 28, 2022, the trial court denied Appellants' motion to reconsider. See Order Den. Mot. Recons., dated July 28, 2022. Appellants' appeal followed.

### **STANDARD OF REVIEW**

Summary judgment is appropriate where “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” S.C. R. Civ. P. 56(c). “Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). “With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility ‘may be discharged by “showing”—that is, pointing out to the [trial] court—that there is an absence of evidence to support the nonmoving party’s case.’” Id. (quoting Celotex Corp. v. Catrett, 477 U.S. 317, 325 (1986)).

“Once moving party carries its initial burden, opposing party must, under Rule 56(e), do more than simply show that there is some metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a genuine issue for trial.” Id. (internal quotation marks and citation omitted; emphasis added). Indeed, Rule 56(e) specifically prohibits the nonmoving party from resting upon the mere allegations or denials of its pleadings. Id. Specifically, “[o]nce the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial.” Miller v. Blumenthal Mills, Inc., 365

S.C. 204, 220, 616 S.E.2d 722, 730 (Ct. App. 2005) (emphasis added) (citing Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003); Rife v. Hitachi Constr. Mach. Co., Ltd., 363 S.C. 209, 241, 609 S.E.2d 565, 568 (Ct. App. 2005)).

“In cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. Nevertheless, when the evidence is susceptible of only one reasonable interpretation, summary judgment may be granted.” Holmes v. E. Cooper Community Hosp., Inc., 408 S.C. 138, 154, 758 S.E.2d 483, 492 (2014).

“The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). “[S]ummary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner.” David v. McLeod Reg'l Med Ctr., 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006) (emphasis added).

## **FACTS**

This is a construction defect lawsuit involving eleven (11) buildings that comprise the One Hamlin Plantation Townhomes (hereinafter the “One Hamlin Townhomes”) which are located on the streets of Amenity Park Drive and Monhegan Way in Mount Pleasant, Charleston County, South Carolina. RP Companies were the developer and general contractor for the construction of Buildings 5, 6, 7, 8, 9, 10, and 11 at the One Hamlin Townhomes. Buildings 1 through 4 were completed between August 2009 and April 2012 and Buildings 5 through 11 were completed between April 2013 and November 2014.

No written contract between the Appellants and either Respondents has been produced. Based on invoices, Respondents performed various work on the subject property as a subcontractor to Appellants.

## ARGUMENT

### **I. THE TRIAL COURT PROPERLY DISMISSED APPELLANTS' NEGLIGENCE, BREACH OF WARRANTY, AND BREACH OF CONTRACT CAUSES OF ACTION AGAINST RESPONDENTS BY FINDING THEY WERE MERELY DISGUISED CLAIMS FOR EQUITABLE INDEMNITY.**

Appellants argue their negligence, breach of warranty, and breach of contract causes of action against Respondents were improperly dismissed because they may be able to prove at trial that Respondents were without fault for any defects with the work completed by Respondents. Appellants acknowledge there is no written contract with either Respondents. For the reasons disused in the second argument section below. Appellants cannot prove they were without any fault. Further, Appellants do not even address the trial court's finding that these crossclaims are merely disguised claims for equitable indemnity.

In South Carolina, breach of contract, breach of warranty, and negligence claims should be dismissed, if those causes of action are not independent from equitable indemnity claims asserted by the same party. See Stoneledge at Lake Keowee Owners' Ass'n, Inc. v. Builders FirstSource-Se. Grp., 413 S.C. 630, 639, 776 S.E.2d 434, 439 (Ct. App. 2015) (finding the circuit court properly granted summary judgment on the appellant's breach of contract and breach of warranty cross-claims because they were not independent causes of action from the appellant's equitable indemnity claim); Stoneledge at Lake Keowee Owners' Ass'n, Inc. v. Clear View Constr., LLC, 413 S.C. 615, 624, 776 S.E.2d 426, 431 (Ct. App. 2015) (finding the circuit court properly granted summary judgment on the appellant's negligence cross-claim because it was not an independent cause of action from the appellant's equitable indemnity claim).

Appellants make no argument that their breach of contract, breach of warranty, and negligence claims are independent of their equitable indemnity claim. Therefore, the trial court properly dismissed Appellants causes of action against Respondents for breach of contract, breach of warranty, and negligence.

## **II. THE TRIAL COURT PROPERLY DISMISSED APPELLANTS' EQUITABLE INDEMNITY CAUSE OF ACTION AGAINST RESPONDENTS BY FINDING APPELLANTS COULD NOT PROVE THEY HAD UNCLEAN HANDS.**

Appellants argue that the trial court erred in dismissing its equitable indemnity claims against Respondents because a general contractor can pursue such a claim against a subcontractor whose defective work damaged a plaintiff all the way to a jury verdict and cite in support of their argument, Stoneledge at Lake Keowee Owners' Ass'n, Inc. v. Clear View Constr., LLC, 413 S.C. 615, 776 S.E.2d 426 (Ct. App. 2015). Respondents agree that a general contractor can bring an equitable indemnity cause of action in such a situation, but the general contractor still must prove it is without fault, especially after the subcontractor, as in this case, showed in its memoranda and oral arguments that the general contractor does in fact have fault.

To recover damages on its equitable indemnity claim, [the general contractor] must prove the following: (1) [the subcontractor] was at fault in causing [the homeowner's] water intrusion damages; (2) [the general contractor] has no fault for those damages; and (3) [the general contractor] incurred expenses that were necessary to protect its interest in defending against [the homeowner's] claim.

Id. at 625.

Appellants argue South Carolina law entitles a general contractor to take an equitable indemnity claim against a subcontractor all the way to a jury, if it can satisfy the first and third elements identified in Stoneledge. This argument assumes only a jury may resolve the second element which requires the equitable indemnity claimant to have no fault. However, Respondents presented arguments and evidence in support of its motion for summary judgment which showed

Appellants could not prove they were without fault. In their supporting memoranda of law and oral arguments, Respondents showed Appellants did in fact have fault by presenting testimony and written reports from Appellants' own experts demonstrating that Appellants bear at least some responsibility for Respondents' work and that there are construction defects at the subject property which require repair. After Respondents were able to make this showing, Appellants were then required to present some evidence that they could prove to a jury they were indeed without fault. However, Appellants failed to present any such evidence to the trial court, and now again fail to present such evidence.

Because Respondents presented evidence that Appellants did have some fault in its role as general contractor during the construction of the subject property and Appellants failed to present any evidence or arguments to the contrary, the trial court properly dismissed Appellants equitable indemnity cause of action.

### **CONCLUSION**

For the foregoing reasons, this Court should affirm the trial court's Order granting Respondents Motions for Summary Judgment.

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v.

John Wieland Homes and Neighborhoods of the Carolinas, Inc. as successor by statutory merger to John Wieland Homes and Neighborhoods of South Carolina, Inc., John Wieland Homes of Charleston, Inc., John Wieland Homes, Inc., Builder Support Services of the Carolinas, Inc., Wheelock Street Capital, LLC d/b/a John Wieland Homes and Neighborhoods, Inc., Wheelock Street Real Estate Land Fund, LP, Wheelock Street Investment Management, LLC, RP Falcon Properties, LLC, Residential Partners, LLC, Middlesex Holdings, LLC, WS JWH, LLC, JWC Phoenix, LLC, Bridgemill Land, LLC, Annisquam Development, LLC, JW Land Investment, LLC, JWC Guildford, LLC, OOTB, LLC, Wieland Realty Associates, Inc., John Wieland, individually, Sue Wieland, Lindsey Parker, Robert Parker, Jack Wieland, George Medina, George Medina a/ k/a JMC Construction, LLC, John Does (20-50), and Jane Does (4150), AC

Construction, Inc., Scott Parker, individually, Builders FirstSource-Southeast Group, LLC, Muhler, LLC a/k/a The Muhler Company, Inc., YKK (U.S.A.), Inc., Wheelock Street Real Estate Fund II, LP, Wheelock Street Real Estate Fund V, LP, WSREF, NRT, LLC, JW Homes, LLC, JWH RPIV, LLC, RP Falcon Land, LLC, Wieland Realty, LLC, RP Falcon Realty, LLC, Residential Partners IV, LLC, Paul M. Vasquez, Neighborhood Management Associates, Inc., Billie and Antonio Arias a/k/a Antonio Arias Framing Construction, Tru-Don Contracting, Inc., Fine Builders, LLC, Jose Alfredo Sandoval, Chad Larsen d/b/a Chad Larsen Co., Ivan Jose Paiz d/b/a Jose Construction, William B. Angel, East Coast Wall Systems, Inc., Tracyinne Construction a/k/a T&C Construction, LLC, Francisco and Andrea Dacosta d/b/a AAA Coastline, Inc., Jack R. Clark d/b/a Jack Clark Construction, LLC, Alex Welch, Tracy McCuiston d/b/a Mastercraft Interior and Exterior, Universal Forest Products Eastern Division, Inc. a/k/a UFP Eastern Division, Inc., Gonzalo Guerrero, A-Marc, Inc., Emmanuel Kehagis d/b/a Creative Construction, Anthony Kirksey, Polly S. Clark d/b/a Glenn Clark Construction, Benjamin Mora a/k/a Benjamin L. Mora d/ b/a Mora Construction f/k/a Mora's Construction and Benjamin Mora Construction, LLC n/k/a Mora Construction, LLC, Daniel L. Rogers d/b/a Rogers Roofing Co., Inc. n/k/a Dan Rogers Roofing, LLC, William C. Mulhern d/b/a Bill's Painting, Mark A. McFarland d/b/a In the Wind, Inc., Harbor Master, Inc., Chad Hood, Kinco Ltd. d/b/a Atrium Companies, Inc. d/ b/a Atrium Windows and Doors, Inc. a/k/a HR Windows, The Contractor Yard, Inc., New Construction Drywall Hanger, LLC f/k/a New Construction Drywall Hanger, Inc., Doug Pilcher, and Michael Cassidy, DBC Construction Services, LLC, Gerardo Rosette Sanchez a/ k/a GR Painting, LLC, Jesus Mora a/k/a J. Mora Brick & Block Mason, LLC, Juan Luis Sanchez a/k/a Sanchez Brothers Painting, Latitude Construction Services, LLC, Richard Ditullio a/k/a RDT Contracting, LLC, Valencia Medina, and J&R Construction, LLC, a/k/a JJ&R Construction, LLC, Cohen's Drywall Company, LLC, All American Roofing and Construction, LLC, and Leor Construction, LLC, Defendants.

AND

Builders FirstSource-Southeast Group, LLC, Third-Party Plaintiff,

v.

AC Construction, Corp., Third-Party Defendant.

AND

RP Falcon Properties, LLC (f.k.a JW Homes, LLC); RP Falcon Land, LLC (f.k.a. JW Land Investment, LLC); RP Falcon Realty, LLC (f.k.a Wieland Realty, LLC); And Residential Partners, LLC, Third-Party Plaintiffs,

v.

COY-CY Construction; Evans Enterprises; IML Construction, LLC; and Marcus Built, LLC, Third-Party Defendants,

of which RP Falcon Properties, LLC (f/k/a JW Homes, LLC); RP Falcon Land, LLC (f/k/a JW Land Investment, LLC); RP Falcon Realty, LLC (f/k/a Wieland Realty, LLC); and Residential Partners, LLC are the Appellants,

and George Medina, George Medina a/k/a JMC Construction, LLC, and All Exteriors Construction, LLC are the Respondents.

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PROOF OF SERVICE

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I hereby certify that on the 15th day of December, 2022, I have served the **RESPONDENTS' INITIAL BRIEF** on counsel for all parties via e-mail pursuant to Appellate Case No. 2020-000447(d)(1) to the following addressees:

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