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Aug 08 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas
Benjamin H. Culbertson, Circuit Court Judge

Case No. 2022-CP-26-4440
Appellate Case No. 2023-000567

Redfin Corporation, Christine LeFont, Rodolfo A. Pisigan Jr., Portia O. Pisigan, Jeremy Pisigan,
and Cherry C. Pisigan, Defendants. Of Which Redfin Corporation is the Respondent.

Respondent,

v.

Hope Dukes and Nicole Dukes,

Appellants

BRIEF OF APPELLANT

Hope Dukes and Nicole Dukes
11 Crown Street
Bloomfield, NJ 07003-4701
(201) 304 – 1149
(201) 560 – 2946
Prose

Cheryl D. Shoun and Rhett Ricard
Nexsen Pruet, LLC
205 King Street - Suite 400
Charleston, SC 29401
Attorney for Respondent

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TABLE OF COURT EXHIBITS

EXHIBIT A: Original Civil Action Complaint filed at Horry County Court of Pleas on July 13, 2022 (without all the attachments)

EXHIBIT B: The appellants affidavit of mail of the original Civil Action Complaint dated August 15, 2022 AND the “clocked” certified mail return receipt signed by the respondent on July 16, 2022 when they received the original complaint

EXHIBIT C: Motion for Entry of Default and a Judgment by Default filed with the Horry County Court of Pleas on August 16, 2022 (without all the attachments)

EXHIBIT D: Respondent’s Answer to Appellant’s Motion for Entry of Default and a Judgment by Default filed on August 19, 2022

EXHIBIT E: Supplemental motion electronically filed by respondent on December 29, 2022

EXHIBIT F: Appellant’s answer to respondent’s supplemental motion dated January 19, 2023

EXHIBIT G: The Honorable Benjamin H. Culbertson’s Order Denying Plaintiffs’ Motion for Default Judgement electronically filed by the respondent’s attorney on March 22, 2023 at 2:43pm.

TABLE OF AUTHORITIES

Cases

Lee v. Peek, 240 S.C. 203, 125 S.E.2d 353 (1962)5

Rules

Rule 6 (Summons; Service), SCRCF5,6,7,8
Rule 12, SCRCF7
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STATEMENT OF ISSUES ON APPEAL

- I. The court erred by not granting the Motion for Entry of Default and a Judgment by Default in the amount of \$22,635.42, according to the law.
- II. The court clearly stated, on the record, that he did not have his rule book. Subsequently, the court solely relied upon the respondent's attorney reading the court the part of the law that benefitted the respondent and the court relied solely on the Respondent's attorney's interpretation of the law. By law, the court was supposed to know the legal interpretation of the Federal and South Carolina Rules of Civil Procedures, because, consequently, the part of the law that the Respondent's attorney said on the record was not applicable in this case. The court severely erred.
- III. The respondent's only defense in their answer against the Motion for Entry of Default and a Judgment by Default was that they had 5 additional days to respond to the original complaint; therefore, at the Motion for Entry of Default and a Judgment by Default hearing, the court was only supposed to rule on the issues raised in the respondent's defense answer. The court erred in allowing the Respondent to raise issues that were not included in the original answer.
- IV. The court erred by allowing the Respondent's attorney to prepare the final order, which was flawed and based on the Respondent's attorney's interpretation to better her case; what was stated on the record by the court in the hearing was not wholly included in the final order.

STATEMENT OF THE CASE

Appellants showed interest in buying a condominium located at 6253 Catalina Drive Unit 812, North Myrtle Beach, SC 29582. Originally, the Appellants received the disclosure statement that stated that the HVAC system was only approximately 3 years old, which is fairly new, visually saw that the dish washer was new, and were told that the property was well maintained. An offer was placed and accepted. After the contract was signed, the earnest deposit in the amount of \$2,000.00 was paid, and the Appellants paid for the inspection, the inspection report revealed that the HVAC system was near the end of its life expectancy and it was 15 plus years old; therefore, the Appellants were lied to from the beginning when there were multiple properties for sale in the same community, going for around the same asking price that the Appellants could have purchased instead. After the Appellants closed on the property, they then realized that almost the entire disclosure statement was an absolute lie, which is prohibited by the South Carolina Code of Laws (Title 27, Chapter 50, Article 65) to purposely lie on the disclosure statement. Page 2 of the disclosure statement asks if there are any problems, which "problem includes defects, malfunctions, damages, conditions, or characteristics". After the closing, the Appellants found out the following defects, malfunctions, damages, conditions, and/or characteristics and the disclosure statement clearly stated that there were no defects, malfunctions, damages, conditions, or characteristics:

- Plumbing system
- Appliances (washer & dryer)
- HVAC system's old age
- Door
- Drainage problems

The Appellants' real estate agent, Jerome Bannister, told the Appellants that the sellers agreed to do everything on the list except for replacing the HVAC system. Additionally, Jerome Bannister informed the Appellants, by way of a forwarded email from the Respondent's real estate agent, that there was an active extended warranty on the HVAC system that would cover the HVAC system if it failed for any reason and the Appellants would be able to extend the extended warranty to cover the HVAC system even longer.

At the closing, the Appellants were told that the extended warranty was left on the counter inside of the property, which was found to be a lie. Once the Appellants received the keys to the property after the closing, the extended warranty information for the HVAC system was not on the counter as the Respondent's real estate agent told the Appellants' real estate agent. Additionally, the Appellants called Lennox, the manufacturer of the HVAC system, and Lennox informed the Appellants that the HVAC system never had an extended warranty on it and that an extended warranty could not be purchased due to the system's old age. The extended warranty for the HVAC system that was assured and the home warranty that was included in the contract are two different things. The home warranty would not cover the HVAC system nor anything preexisting. Once emails were sent out, it was told that the things were "overlooked", the disclosure form stating the HVAC is 3 years old instead of over 15 years old was a minor error as well as the Respondent's real estate agent, Christine LeFont, also laughing "haha" in the email. The washing machine also did not work. Furthermore, behind the silver metal plate that was on the front door, the front door was broken and had multiple holes, which is something that the Respondent's agent should have legally disclosed to the Appellants. The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) require the sellers of any property and the sellers' agent to provide the buyer with a "disclosure statement." This is a legal document that tells the buyer about any known defects in the home and property.

Once the Appellants moved into the property, multiple things were found wrong with the property and the sellers of the property did not do what was agreed upon. The Appellants closed on the property on May 10, 2022 at 2pm and the first email to the Respondent's agent, Christine LeFont, was sent on May 12, 2022.

After making several attempts to settle this matter out of court with all the respondent and defendants for months and being ignored by both the respondent and defendants, on July 13, 2022, the appellants filed a Civil Action complaint with the Horry County Court of Common Pleas, which included the complaint along with several attachments. Docket #: 2022-CP-26-4440. **EXHIBIT A** (without all the attachments)

On July 14, 2022, the Appellants mailed a copy of the entire complaint to all the defendants, including the Respondent, via USPS Priority Mail, Certified Mail Return Receipt as we were told to do by the Horry County Court of Common Pleas.

On July 16, 2022, the Respondent signed for the package, which included the complaint and all the attachments. **(EXHIBIT B)**

On August 15, 2022, the Appellants filed the Affidavit of Mailing, which is mandatory according to the court rules. **EXHIBIT B** is the "clocked" copy of the green card that was filed with the court, which is needed by law for a default judgment to be entered. The respondent, Redfin Corporation, was required by law to file an answer by August 15, 2022, and they did not.

On August 16, 2022, the appellants filed a Motion for Entry of Default and a Judgment by Default as per South Carolina state and federal law in the amount of \$22,635.42. **EXHIBIT C** The law states that we must be able to prove the amount that we are asking for in the judgement; therefore, we attached all our receipts, totally over \$40,000.00.

Once the respondent received the Motion for Entry of Default and a Judgment by Default, on August 19, 2022, Cheryl D. Shoun (Attorney for Respondent) filed a Return to Plaintiffs' Motion for Entry of Default and a Judgment by Default. In that motion, in the paragraph titled "FACTUAL BACKGROUND", the respondent acknowledged and confirmed that they were served properly and received the complaint certified mail return receipt: "On July 16, 2022, Redfin signed the return receipt after accepting receipt of the mailed complaint," in their own motion. **(EXHIBIT D)** The respondents never stated that they were not served properly.

Originally, the Motion for Default hearing was scheduled for January 30, 2023. The Appellants, specifically Hope Dukes, had severe complications from contracting the COVID-19 virus and the hearing had to be adjourned to another date. While waiting for the new court date, the respondent electronically filed a supplemental motion on December 29, 2022 **(EXHIBIT E)**, almost five months after their original motion. In the supplemental motion, almost five months after they already admitted to being served the original complaint properly, the respondent lied and said that they were never served; this is not a faithful allegiance to the law. This further shows that the respondent continues to act in bad faith and the appellants asked the court to deny the respondents supplemental motion for that reason. **(EXHIBIT D)** On August 19, 2022, the respondent's original answer to the Motion for Entry of Default and a Judgment by Default clearly stated that they were served properly and that they signed the certified return receipt when they were served with the original complaint on July 16, 2022. The respondent cannot file a motion stating that they were served properly and signed for it then almost five months later change their story, lie, and say that respondent did not sign for it and was never served at all.

On March 7, 2023, during the Motion for Entry of Default and a Judgment by Default hearing, the Court denied the entry of default of judgement based on South Carolina Rule 6(e), according to Redfin's attorney's interpretation of the rule and the Court erred. Subsequently, the court also denied the Appellant's Motion for Reconsideration.

ARGUMENT

I. The court erred by not granting the Motion for Entry of Default and a Judgment by Default in the amount of \$22,635.42, according to the law.

"Appellant takes exception to the order of Judge Pruitt and assigns his actions in giving an additional ten days to answer as an error and an abuse of discretion; that his action violated due process clause of The Federal Constitution in that he deprived appellant of the equal protection of the law by a Judicial Proceedings in which he went contrary to state law, and settled rules of legal Federal and State Procedures, to deny the relief sought which is guaranteed to all citizens by both Federal and State Law." See, e.g., Lee v. Peek, 240 S.C. 203, 125 S.E.2d 353, 206 (1962)

The court failed to do their due diligence in understanding and interpreting the laws which were applicable in this case. Rule 55(a) requires that the Court enter all judgments by default and preserves Circuit Rule 15. Federal Rule 55(b) permits the Clerk to enter judgments by default for sums certain if the defendant does not answer the complaint within 30 days after the service hereof, exclusive of the day of such service, and if fail to answer, judgement by default will be rendered against the defendant for the relief demanded in the complaint. The Respondent failed to answer the complaint within 30 days; therefore, a judgement by default should be entered against them. TOTAL JUDGEMENT OF DEFAULT AMOUNT: \$22,635.42.

On Page 3 of **EXHIBIT A**, which is part of the forms that the Appellants received directly from Horry County Court of Common Pleas, it specifically states in writing, "TO THE

DEFENDANT ABOVE-NAMED YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.” Therefore, Redfin Corporation, the Respondent, knew that they specifically had 30 days to answer the complaint, after the service hereof, exclusive of the day of such service, and, if they failed to answer, judgement by default will be rendered against them for the relief demanded in the complaint. The other defendants sent their response to the complaint within 30 days; the Respondent did not.

Once the respondent received the Motion for Entry of Default and a Judgment by Default, on August 19, 2022, Cheryl D. Shoun (Attorney for Respondent) filed a Return to Plaintiffs' Motion for Entry of Default and a Judgment by Default. In that motion, in the paragraph titled "FACTUAL BACKGROUND", the respondent acknowledged and confirmed that they were served properly and received the complaint certified mail return receipt: “On July 16, 2022, Redfin signed the return receipt after accepting receipt of the mailed complaint,” in their own motion. **(EXHIBIT D)** The respondents never stated that they were not served properly; therefore, the respondents had 30 days to respond according to rule 6d (6), which they did not.

The court also quoted inaccurate information and said that the record did not contain a return receipt showing the acceptance by the defendant. **Please reference Transcript: Page 21 (Lines 16-25) and Page 22 (Lines 1-5).** The record did contain a return receipt showing the acceptance by the defendant. Please refer to **EXHIBIT B**.

According to the South Carolina Law and Federal Law, a Motion for Default Judgment must be entered when the defendants do not answer a complaint sent to them via certified mail return receipt in 30 days. South Carolina and federal rule 6 d (6) explain the exact same thing: "(6) Service by Certified Mail. Service is effective upon the date of delivery as shown on the return receipt. Service pursuant to this paragraph shall not be the basis for the entry of a default judgment unless the record contains a return receipt showing the acceptance by the defendant."

II. The court clearly stated, on the record, that he did not have his rule book. Subsequently, the court solely relied upon the respondent’s attorney reading the court the part of the law that benefitted the respondent and the court relied solely on the Respondent’s attorney’s interpretation of the law. By law, the court was supposed to know the legal interpretation of the Federal and South Carolina Rules of Civil Procedures, because, consequently, the part of the law that the Respondent’s attorney said on the record was not applicable in this case. The court severely erred.

The Court clearly stated that he did not have his rule book. **Please reference court transcript (Page 10, Lines 21-25).** Subsequently, the court solely relied upon the respondent’s attorney reading him the laws. **Please reference Transcript (Page 11, Lines 1-10).** The respondent’s attorney did not read the entire law rule 6 and the appellants told the court this. **Please reference Transcript (Page 20, Lines 11-25 and Page 21, Lines 1-15).** The respondent’s attorney was dishonest and only read the part of the line that she thought would benefit her. **Please reference Transcript (Page 11, Lines 1-7),** which is not having a faithful allegiance to the law. The court was not supposed to choose sides. By law, the court was supposed to know the real

interpretation of the laws and rules, as this part of the law was not applicable in this case, as stated by the respondent's attorney to the court. We clearly didn't have a fair chance from the beginning.

III. The respondent's only defense in their answer against the Motion for Entry of Default and a Judgment by Default was that they had 5 additional days to respond to the original complaint; therefore, at the Motion for Entry of Default and a Judgment by Default hearing, the court was only supposed to rule on the issues raised in the respondent's defense answer. The court erred in allowing the Respondent to raise issues that were not included in the original answer.

The respondent's ONLY defense in their answer to the Motion for Entry of Default and a Judgment by Default was:

- **ARGUMENT AND INCORPORATED LEGAL STANDARD:**

Plaintiffs' Motion must be dismissed, because Redfin is not and has never been in default in this case. Plaintiffs fail to consider all the applicable rules setting forth the deadline by which to file a responsive pleading. While a defendant "shall serve [its] answer within 30 days after the service of the complaint upon [it]." Rule 12(a), SCRPC, Rule 6 of the South Carolina Rules of Civil Procedure, provides:

a party has the right or is required to do some act or take some proceedings within a prescribed period after the service of a notice or other paper upon him and the notice or paper is served upon him by mail or upon a person designated by statute to accept service, five days shall be added to the prescribed period.

Rule 6(e), SCRPC (emphasis added). In this case, Redfin was served via mail. Therefore, the five-day rule applies under Rule 6(e), and Redfin's responsive pleading is due August 22, 2022. Because Redfin filed its Motion to Strike and Motion to Dismiss on August 19, 2022, it complied with all applicable rules and did not default for failing to respond in time. **(EXHIBIT D)** The respondent's argument has no legal basis. The law only gives 5 additional days, which is called a prescribed period, only when the complaint is sent by regular mail. Furthermore, the respondent also mentioned South Carolina rule 12(a) in their answer, but South Carolina rule 12(a) specifically states, "A defendant shall serve his answer within 30 days after the service of the complaint upon him." Redfin received a copy of the complaint via certified mail, which they acknowledged and confirmed in their own answer dated August 19, 2022.

The respondent's only defense in their answer against the Motion for Entry of Default and a Judgment by Default was that they had 5 additional days to respond to the original complaint; therefore, at the Motion for Entry of Default and a Judgment by Default hearing, the court was supposed to rule according to the law. The only issues that were supposed to be raised was the respondent's defense, which is that they had 5 additional days to respond to the original complaint, when in fact Rule 6e clearly states "Other Service," not Certified Mail. Rule 12 and other laws protect the appellants from any other issues being raised and the court did not follow the law. The court was supposed to rule on whether the respondent had 5 additional days by law or not. Being that the law does not state that the respondent had 5 additional days when the original complaint is filed by certified mail return receipt, a judgment by default was supposed to be entered in the amount of \$22,635.42. The court erred.

The only defense that the respondent had was that they had 5 additional days. This was the only defense that was supposed to be heard. The respondent had already put in writing that they were served properly and that they had received the original complaint via certified mail on July 16, 2022. At the end of the Motion for Entry of Default and a Judgment by Default hearing, when the respondent felt that they were losing at the hearing, they tried to raise another defense at the end, which should not have been allowed by law. **Please reference Transcript: Page 22 (Line 25) and Page 23 (Lines 1-2):** “The return receipt reflects that it is not restricted delivery, so default would not be appropriate anyway.” The respondent’s only defense in their answer was that they had 5 additional days. The respondent had already made admissions in writing that they were served properly and that they signed the certified return receipt. Furthermore, the rule says that it “maybe” delivery restricted, which is rule 6, in its entirety is the on the court’s website. Appellants also sent a package with original complaint in it directly to the respondent’s corporate headquarters, where all the certified mail were sent, and the respondent had already made admissions in writing that they were served properly and that they signed the certified return receipt.

IV. The court erred by allowing the Respondent’s attorney to prepare the final order, which was flawed and based on the Respondent’s attorney’s interpretation to better her case; what was stated on the record by the court in the hearing was not wholly included in the final order.

The court allowed the Respondent’s attorney to prepare the final order. This final order was prepared with prejudice after the appellants filed their Motion for Reconsideration. The Respondent’s attorney clearly tailored the final order to favor the Respondent, to defend the Respondent against the Appellant’s Motion for Reconsideration, and the things that the Respondent’s attorney put in the final order are not what the court stated during the Motion for Entry of Default and a Judgment by Default hearing, which is clearly proven by way of the court transcript. The appellants challenged this final order with the Horry County Court of Common Pleas for the reasons set forth and the appellants were ignored. Although the Appellants asked for oral arguments, the court denied the Motion for Reconsideration with prejudice. **Please reference court transcript: Page 23 (Lines 9-15).** It was clear that the court favored the respondent by allowing them to write their own final court order (**EXHIBIT G**) with contradictory information. As Respondents previously stated on August 19, 2022 in their Return to Plaintiffs' Motion for Entry of Default and a Judgment by Default, in the paragraph titled "FACTUAL BACKGROUND," the Respondent stated, “On July 16, 2022, Redfin signed the return receipt after accepting receipt of the mailed complaint”, yet in the order electronically filed on March 22, 2023, it is stated in The Honorable Benjamin H. Culbertson’s Order Denying Plaintiffs’ Motion for Default Judgement that (**on page 3, lines 11-13**), “Redfin did not become aware of Plaintiffs’ Complaint until after Ms. LeFont was served on August 4, 2022.” This is not a faithful allegiance of the law on the court’s nor the respondent’s behalf.

CONCLUSION

The appellants have proven their case legally on a state and federal level; therefore, the appellants are asking that the appeal be granted and a Default Judgement in the amount of \$22,635.42 be entered.

Thank you,



Hope Dukes



Nicole Dukes

EXHIBIT

A

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Hope Dukes and Nicole Dukes

Plaintiff(s)

vs.

Redfin Corporation, Christine LeFont, Rodolfo A. Pisigan Jr.,
Portia O. Pisigan, Jeremy Pisigan, and Cherry C. Pisigan

Defendant(s)

Submitted By: Hope Dukes and Nicole Dukes

Address: 6253 Catalina Dr. Unit 812

North Myrtle Beach, SC 29582

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2022-CP-26-4440

SC Bar #:

Telephone #: (201) 304 - 1149

Fax #:

Other:

E-mail: dukeshope@gmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
- NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input checked="" type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) <input type="checkbox"/> Interpleader (690) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case # <u>20-NI-</u> <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input type="checkbox"/> Other (399) <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Incapacitated Adult Settlement (790) <input type="checkbox"/> Other (799) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
|--|--|--|--|

SCCA / 234 (04/2021)

Hope Dukes Nicole Dukes.

Date: 7/13/2022

RENEE DAVIS
CLERK OF COURT
HORRY COUNTY, SC
2022 JUL 13 P 4:58
FILED
HORRY COUNTY

PAID

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR under ADR Rule 3(b) upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. Cases may also be exempt from ADR under ADR Rule 3(c) upon motion to and approval by the court.
6. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
7. Application of a party to be exempt from payment of neutral fees due to indigency should be filed with the Clerk of Court prior to the scheduling of the ADR conference.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

FILED
HORRY COUNTY
2022 JUL 13 P 4:56
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

STATE OF SOUTH CAROLINA,

COUNTY OF HORRY

Hope Dukes and Nicole Dukes
Plaintiff,

vs.

Redfin Corporation, Christine LeFont, Rodolfo A. Pisigan Jr.,
Portia O. Pisigan, Jeremy Pisigan, and Cherry C. Pisigan
Defendant.

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO. 2022-CH-26
CLERK OF COURT
HORRY COUNTY, SC
FILED
HORRY COUNTY
JUL 13 P 4:56
GENE N. ELYS

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

_____, South Carolina

Plaintiff/Attorney for Plaintiff
Hope Dukes and Nicole Dukes

Dated: July 13, 2022

Address: 6253 Catalina Dr. Unit 812
North Myrtle Beach, SC 29582

2022-CP-26-4440

July 13, 2022

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CIVIL ACTION COMPLAINT

Hope Dukes & Nicole Dukes, Plaintiffs (Pro se)
Property Address: 6253 Catalina Dr. Unit 812
North Myrtle Beach, S.C. 29582
(201) 304-1149
dukeshope@gmail.com

vs.

Redfin Corporation (SELLER'S REAL ESTATE BROKER)
1099 Stewart St.
Suite 600
Seattle, WA 98101
Leighann.birkinshaw@redfin.com
AND

Christine LeFont (SELLER'S AGENT-EMPLOYED BY REDFIN)
1031 Chuck Dawley Blvd Suite 7 B-1
Mt Pleasant, S.C. 29464
(843) 516-2156
Christine.lefont@redfin.com
Agent License #: SC: 77126
AND

Rodolfo A. Pisigan Jr., Portia O. Pisigan, Jeremy Pisigan, and Cherry C. Pisigan (ALL OF THE SELLERS)
13957 Winding Ridge Lane
Centreville, VA 20121
jeremypisigan@yahoo.com

ALL DEFENDANTS (TOTAL OF SIX DEFENDANTS)

Civil Lawsuit Amount:

Hope Dukes and Nicole Dukes are seeking the following relief:

1. A brand-new Lennox HVAC System purchased by the sellers. \$8,290.00
 2. A brand-new dryer A brand-new washing machine. Washing machine and dryer are an attach unit. \$1,782.92
 3. The entire laundry area completely cleaned from dust and debris at the sellers' expense. \$324.69
 4. A new front door purchased by the sellers. \$3,200.84
- TOTAL: \$13,598.45**

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HORRY COUNTY, SC
2022 JUL 13 P 4: 56

PLUS:

5. Court Cost: \$150.00
 6. Plumbing cost to unclog bathtubs: \$ 250.00
 7. Preparation of paperwork: \$461.97
 8. All Expenses of traveling to SC for this case: \$2,980.00
 9. Loss of income: \$4,710.00
 10. Temporary cleaning of the HVAC System: \$485.00
- TOTAL CIVIL LAWSUIT AMOUNT REQUESTED: \$22,635.42**

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CLERK OF COURT
Horry County, SC

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SUMMARY OF FACTS:

1. Nicole and I, Hope Dukes, purchased our first home in our 20s. Being young and not being educated on buying a home, we made many mistakes. Now, at ages 33 and 39, much wiser and educated on purchasing a home, we knew exactly what we wanted and exactly what we were looking for.
2. Specifically, we were looking to purchase a 2-bedroom, 2-bathroom townhouse or condo, \$250,000.00 was our maximum purchase price, and we were not looking to purchase a home that had issues nor had any issues with the major appliances. Our agent, Jerome Bannister, knew all of this. 6253 Catalina Drive Unit 812 fit our criteria; we were told that the owners properly maintained the property since 2007. The home was originally listed for \$259,000.00; we put in an offer for \$239,000.00 plus \$10,000.00 seller's concession. (Exhibit A)
3. Jerome Bannister informed us that there was no way that the seller would accept an offer for \$239,000.00. He actually encouraged us to put in an offer that was higher than the asking price, but we refused. Once we received the disclosure statement (Exhibit B) and we saw that it stated that the HVAC system was only approximately 3 years old, which is fairly new, we visually saw that the dish washer was new, and we were told that the property was well maintained, we decided to put an offer in for \$250,000.00 and the offer was accepted. On page 3 of the disclosure statement, it states that the approximate age of the HVAC system was "3 years old." After we signed the contract, paid the earnest deposit in the amount of \$2,000.00, and paid for the inspection, the inspection report revealed that the HVAC system was near the end of its life expectancy and it was 15 plus years old; therefore, we were lied to from the beginning when there were multiple properties for sale in the same community, going for around the same asking price that we could have purchased instead. After we closed on the property, we realized that almost the entire disclosure statement was an absolute lie, which is prohibited by the South Carolina State Law to purposely lie on the disclosure statement, which is attached below in this packet. Page 2 of the disclosure statement asks if there are any problems, which "problem includes defects, malfunctions, damages, conditions, or characteristics. After the closing, we found out the following defects, malfunctions, damages, conditions, and/or characteristics and the disclosure statement clearly stated that there were no defects, malfunctions, damages, conditions, or characteristics:

- Plumbing system

- Appliances (washer & dryer)
- HVAC system's old age
- Door
- Drainage (On page 3 of disclosure statement)

From our understanding, as per Christine LeFont, the sellers never lived in the property and lived in Virginia. (Email from Christine LeFont (**Exhibit C**)) From our understanding, Christine LeFont, of Redfin Corporation, is the person who blatantly committed fraud by lying on the disclosure statement; after she filled it out, she sent it to all parties to eSign. Now that there are issues, Christine LeFont and Redfin Corporation are pointing the finger at the sellers; therefore, parties are named in this lawsuit.

4. **Exhibit D** is the contract.
5. **Exhibit E** is the addendum that we had to sign in order to include the names of the other sellers in the contract.
6. Carolina Inspections was hired to do an inspection on the property and they inspected the property on March 24, 2022. **Exhibit F** is a copy of the inspection report.
7. Once we received the inspection report, we emailed our closing attorney in order for her to negotiate with the sellers the list of things that we wanted done based on the inspection report. (**Exhibit F**) Being that the inspection report said that the HVAC system was at the end of its life, we originally wanted the HVAC system to be replaced. Our attorney emailed us back and informed us that in South Carolina, the buyer's agent negotiates with the seller's agent (also **Exhibit G**).
8. Jerome Bannister told us that the sellers agreed to do everything on the list except for replacing the HVAC system. Additionally, Jerome Bannister informed us that there was an active extended warranty on the HVAC system that would cover the HVAC system if it failed for any reason. He also told us that because there is an active extended warranty on the HVAC system, as new buyers for this property, we would be able to extend the extended warranty to cover the HVAC system even longer. **Exhibit H** are emails between Jerome Bannister and I (Hope Dukes) confirming this.

Items Demanded on Original List (Before Closing):

9. **Heat/AC:** The HVAC system is at the end of its life term as per the inspection report. The buyers originally wanted the sellers to purchase a new HVAC system, but the sellers' agent informed the buyers' agent that the sellers had an active extended warranty on the HVAC system that the buyers would be able to extend because it is already active on the HVAC system, therefore, the sellers agreed that they would give the buyers the information on the extended warranty for the HVAC System at the closing to ensure that the HVAC System was still covered under warranty and that the warranty could be extended. The sellers were not present at the closing. At the closing, the buyers were told that the extended warranty was left on the counter inside of the property. **THIS IS A LIE. ONCE THE BUYERS**

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 CLERK OF COURT
 HARRIS COUNTY, TX

RECEIVED THE KEYS TO THE PROPERTY AFTER THE CLOSING, THE EXTENDED WARRANTY INFORMATION FOR THE HVAC SYSTEM WAS NOT ON THE COUNTER AS THE BUYERS WERE TOLD. THE BUYERS ALSO CALLED LENNOX (800-953- 6669), THE MANUFACTURER OF THE HVAC SYSTEM, AND LENNOX INFORMED THE BUYER THAT THE HVAC SYSTEM NEVER HAD AN EXTENDED WARRANTY ON IT. LENNOX ALSO STATED THAT THE BUYERS COULD NOT PURCHASE AN EXTENDED WARRANTY ON THE HVAC SYSTEM BECAUSE OF THE SYSTEM'S AGE. THE EXTENDED WARRANTY FOR THE HVAC SYSTEM AND THE HOME WARRANTY THAT WAS INCLUDED IN THE CONTRACT ARE TWO DIFFERENT THINGS. THE HOME WARRANTY DOES NOT COVER THE HVAC SYSTEM AND IT DOES NOT COVER ANYTHING PRE-EXISTING. THE BUYERS WERE TOLD THAT THE SELLERS HAD AN EXTENDED WARRANTY ON THE HVAC SYSTEM AND THAT IS A LIE. EXHIBIT I IS A COPY OF AN EMAIL FROM THE SELLERS' AGENT TO THE BUYERS' AGENT, WHICH PROVES THAT THE SELLERS AGREED TO THIS AND THAT IT WAS NOT DONE. THE EMAIL ALSO STATES THAT IT WAS "OVERLOOKED." NOT ONLY IS IT UNETHICAL AND ILLEGAL FOR THE SELLERS AND THE SELLERS' AGENT TO LIE TO THE BUYERS AND THE BUYERS' AGENT, BUT THE SELLERS' AGENT ALSO LAUGHED "HAHA" IN THIS EMAIL, AS IF THIS IS FUNNY. EXHIBIT J ARE ADDITIONAL EMAILS FROM THE BUYERS' AGENT CONFIRMING THAT THE SELLERS' AGENT TOLD HIM THAT THE HVAC SYSTEM HAS AN EXTENDED WARRANTY AND WE WOULD RECEIVE IT AT CLOSING AND IT ALSO STATES THAT THE SELLERS' AGENT INFORMED HIM THAT THE MAINTAINENCE ON THE HVAC SYSTEM WAS DONE; THE SELLER'S AGENT LIED.

10. Heat/AC: Air Handler – As per the home inspection company, the coils are filled with dust debris, have system cleaned and serviced to provide increased efficiency and promote healthy living conditions. THE SELLERS AGREED TO CLEAN THE AIR HANDLER AND TO SERVICE THE HVAC SYSTEM. THIS WAS NOT DONE (EXHIBIT K). EXHIBIT I IS A COPY OF AN EMAIL FROM THE SELLERS' AGENT TO THE BUYERS' AGENT, WHICH PROVES THAT THE SELLERS AGREED TO THIS AND THAT IT WAS NOT DONE. THE EMAIL ALSO STATES THAT IT WAS "OVERLOOKED." NOT ONLY IS IT UNETHICAL AND ILLEGAL FOR THE SELLERS AND THE SELLERS' AGENT TO LIE TO THE BUYERS AND THE BUYERS' AGENT, BUT THE SELLERS' AGENT ALSO LAUGHED "HAHA" IN THIS EMAIL, AS IF THIS IS FUNNY. EXHIBIT J ARE EMAILS FROM THE BUYERS' AGENT CONFIRMING THAT THE SELLERS' AGENT TOLD HIM THAT THE HVAC SYSTEM HAS AN EXTENDED WARRANTY AND WE WOULD RECEIVE IT AT CLOSING AND IT ALSO STATES THAT THE SELLERS' AGENT INFORMED HIM THAT THE MAINTAINENCE ON THE HVAC SYSTEM WAS DONE; THE SELLER'S AGENT LIED.

11. Patio: Carpet is loose and wrinkled/lifting, recommend having the carpet stretched to prevent tripping hazard. DONE.

12. Kitchen: Exhaust – Front mounting bolts are loose, and the microwave is tilted forward, have the bolts tightened to allow microwave to be level as intended. DONE.
13. Laundry: Dryer Vent Type – Dryer vent has come loose from the rear of the dryer and is allowing lint to build up behind the washer/ dryer unit, have the hose secured and the area cleaned, which the sellers agreed to do. EXHIBIT L is an email from one of sellers, Jeremy Pisigan, stating that this was done. THIS IS A LIE. THE HOSE WAS NOT SECURED AND THE AREA WAS NOT CLEANED AS AGREED (EXHIBIT M), AND THE DRYER IS NOT WORKING PROPERLY.
14. The washing machine does not work. (EXHIBIT N) The washer and dryer attached unit was another thing that we were concerned about. We asked the inspection company to run it a full cycle while he was inspecting the property and he told us that he would. After the closing, when we got the keys to go into the property, we started the washing machine and dryer and neither of them work. We contacted the inspection company and the inspection company suggest that the sellers may have switched the washer/dryer unit after the inspection. Exhibit O is an email from the inspection company. We thought the 100-day inspection warranty would cover the cost of the washing machine being fixed, but they do not.
15. When we went to change the locks to the front door of the property after the closing, we found out that behind the silver metal plate that is on the front door, the front door is broken and has multiple holes. This is something that the sellers should have legally disclosed to the buyers. The metal plate was obviously put on the front door to hide the fact that the front door is broken. Due to the front door being broken, we haven't been able to successfully change the locks (EXHIBIT P).
16. The shower/bathtub in the main bathroom is backing up and does not drain the water out. (EXHIBIT Q).
17. Concerning the HVAC system:
 - I. Exhibit R are more emails between Jerome Bannister and us. In the email dated April 30, 2022, I specifically stated, "We are definitely not closing until we confirm that we are able to get an extended warranty on the heating and AC system." Jerome Bannister knew that we would not close on this property if the HVAC system did not have an extended warranty.
 - II. On May 3, 2022, Jerome Bannister informed via email (Exhibit S), "I spoke with the agent and they supplied me with the following info: This is the property management company, Southern Coast Vacations, and they have maintained the property for the last five years. They will take care of the HVAC maintenance. For extended warranty contact Southern Coast Vacations 800 978-4988."
 - III. I, Hope Dukes, contacted South Coast Vacations at the number listed above and I spoke to Kim (also Exhibit S). She told me the owner has the info on the extended warranty.

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 2022 JUN 13 P 4
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 HORRY COUNTY, SC

She told me that she would try to get the info, but she called me back and told me I would need to get the information for the extended warranty on the HVAC system from the seller. (Exhibit T)

- IV. In an email from Jerome Bannister, also Exhibit T, he told me, Hope Dukes, that "You will have access to all the info at the closing. HVAC has had annual maintenance done Cleaning ect."
- V. On May 5, 2022, once we were cleared to close, I, Hope Dukes, texted Jerome Bannister about the extended warranty information to the HVAC system. (Exhibit U) He told us that he was working on it. During this process, Jerome Bannister told us that his daughter died, so, in empathy, we were trying to work with him and give him time to get the information, but, at this point, the closing date was approaching. We also sent Jerome Bannister and his wife flowers to show our condolences for his daughter's death. He address that he provided us. EXHIBIT V
- VI. On May 6, 2022, I, Hope Dukes, contacted Jerome Bannister via email, and asked him if he received the extended warranty information of the HVAC system, (Exhibit W) Jerome Bannister called us and told us that we would receive all of the extended warranty information at the closing and we believed him.
- VII. At the walk through on May 10, 2022, Jerome Bannister stopped us before we went into the property and specifically said "In South Carolina, you don't have access to the property or the information pertaining to the property until the deed has been recorded." He told us once we close, we would get the extended warranty information and everything else we need pertaining to the property. We believed him. We could visibly see that the property was fine, but we are not inspectors, we could not detect the specific things that we agreed upon that were not done.
- VIII. South Carolina laws states that the sellers and sellers' agent must fill out the disclosure form truthfully; they lied on it. Once we moved in, we found multiple things that were wrong with the property and we found out the sellers did not do what they agreed upon. We closed on May 10, 2022 at 2pm. Our first email to our agent and our attorney stating the issues that we had found at that point was sent on May 12, 2022. (EXHIBIT X) As we continued to detect more lies, we sent additional emails on May 14, 2022 and May 16, 2022 to our agent and our attorney. (EXHIBIT Y) Once our attorney called us and told us that we would need to take legal action against the sellers and sellers' agent, we sent a formal letter to all parties involved on May 18, 2022 via email, regular mail, and certified mail, return receipt. (EXHIBIT Z) Our attorney also emailed us after receiving the demand letter as well and gave us an attorney to use in order to take legal action. (EXHIBIT AA)
- IX. The sellers never responded. Redfin Corporation never responded. The sellers' agent, Christine LeFont, began to send me multiple emails directly, once she received the first demand letter. Exhibit BB are copies of Christine Lefont's emails to me, Hope Dukes,


directly. Christine LeFont acknowledges that the stuff was not done as agreed, but her nor the sellers are willing to do everything they agreed upon.

- X. Additionally, we were given a home warranty in our contract. (EXHIBIT CC) We were told that this home warranty would cover anything that went wrong inside of our property for one year. From our understanding, our agent is part owner of this home warranty company, which we did not know until after the closing. We should have known this upfront. However, when we filed a claim with the home warranty company as we were told to do by BOTH agents, as per the home warranty company, this home warranty does NOT cover anything inside of our property because of the age of everything inside of our property; it is too old.
18. Once problems continued to arise, we obtained legal advice, and we did research on our own, we sent a second demand letter on May 30, 2022 (with over 100 pages of attachments which are also included in this packet) via email, regular mail, and certified mail, return receipt. EXHIBIT DD We also filed complaints with National Realtors Associations, South Carolina Association of Realtors, State of South Carolina State Ethics Commission, and the South Carolina Department of Labor, Licensing and Regulation. (Complaint #: 137-3059224769)
19. The South Carolina Department of Labor, Licensing and Regulation received the complaint and is currently investigating the matter. (EXHIBIT EE) The investigator Michael Smith informed us that we need to file for legal action in order to receive monetary compensation.
20. Tammy Trenholm, a representation of Redfin Corporation and Christine LeFont, responded to our second demand letter and stated, "Redfin has reviewed the allegations in your letters, and on behalf of Christine and Redfin, Redfin respectfully declines your demand for payment and/or replacement of items in your home. If you wish to have further conversations with the sellers regarding your letters, you will need to do so with them directly." (EXHIBIT FF) South Carolina Real Estate companies also have Errors and Omissions Insurance, which Redfin Corporation is not willing to go through. Additionally, the South Carolina state laws and Code of Ethics state that the seller's agent is supposed to mediate to settle disputes. Christine LeFont nor Redfin Corporation have been willing to mediate this dispute to find a solution.
21. South Carolina Association of Realtors investigated the claims. On June 30, 2022, as per their protocol, the Grievance Committee had a meeting to review our complaints and all of the attachments submitted to them. After review of all the evidence, the Grievance Committee made a decision that the complaint will be referred to a hearing panel against Christine LeFont of Redfin Corporation for violation of Article 1 of the Code of Ethics and Standards of Practice. (EXHIBIT GG) Linda Pittman, Director of the South Carolina Association of Realtors, also informed us that we need to file for legal action in order to receive monetary compensation.


Due to the forgoing statements and all of the evidence submitting, Hoppe Dukes and Nicole Dukes are suing for the total amount of \$ \$22,635.42. Additional receipts will be provided upon request and/or at the hearing.

We, Hope Dukes and Nicole Dukes, certify that the foregoing statements are true to the best of our knowledge.

Thank you,



Hope Dukes



Nicole Dukes

FILED
HORRY COUNTY
2022 JUL 13 P 4: 57
RENEE N. ELYS
CLERK OF COURT
HORRY COUNTY, SC

EXHIBIT

B

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

Hope Dukes and Nicole Dukes)
Plaintiff,)

vs.)

Redfin Corporation, Christine LeFont,)
Rodolfo A. Pisigan Jr.,)
Portia O. Pisigan, Jeremy Pisigan, and)
Cherry C. Pisigan)
Defendant.)

IN THE FAMILY COURT
SC JUDICIAL CIRCUIT

AFFIDAVIT OF MAILING

Docket No. 2002-CP-26-4440

Personally appeared _____ who states that (s)he served the _____ with a copy of the _____ by mailing:

(Check one)

First class mail

Certified mail

restricted delivery

return receipt requested

in the United States Mail, with proper postage attached and receipt attached (if applicable);

by commercial delivery service pursuant to Rule 4(d)(9), SCRCP and delivery record attached;

on 07/14/2022 (date) addressed as follows:

Redfin Corporation 1099 Stewart Street Suite 600 Seattle, WA 98101

AND Christine LeFont 1031 Chuck Dawley Blvd. Suite 7B-1

Mt. Pleasant, SC 29464

Sworn to before me this

15 day of August, 2022

[Signature]
Notary Public of South Carolina

My Commission expires: 06/08/2030

SCCA 406 (5/2013)

Matthew Elam Caldwell
Notary Public, State of South Carolina
My Commission Expires June 8, 2030

FILED
HORRY COUNTY
2022 AUG 15 A 10:33
RENEE H. ELY
CLERK OF COURT
HORRY COUNTY, SC


[Signature]
Affiant

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Redfin Corporation
1099 Stewart St
Suite 600
Seattle, WA 98101



9590 9402 5834 0034 2300 93

2. Article Number (Transfer from service label)
7020 2450 0000 5661 7663

PS Form 3811, July 2015 PSN 7530-02-000-8053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *MB* Agent
 Addressee

B. Received by (Printed Name)
MB

C. Date of Delivery
8/16

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

RENEE N. ELVIS
CLERK OF COURT
HARRIS COUNTY
2022 AUG 15 A 10:33

3. Service Type

<input checked="" type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	


Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Christine LeFont
Redfin Corporation
1031 Chuck Dowley Blvd.
Suite 78-1
Mt Pleasant, SC 29464



9590 9402 5843 0038 3941 71

2. Article Number (Transfer from service label)
7020 2450 0000 5661 7731

PS Form 3811, July 2015 PSN 7530-02-000-8053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* Agent
 Addressee

B. Received by (Printed Name)
[Signature]

C. Date of Delivery
8/14

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

RENEE N. ELVIS
CLERK OF COURT
HARRIS COUNTY
2022 AUG 15 A 10:33

3. Service Type

<input checked="" type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

EXHIBIT

C

August 16, 2022

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

MOTION FOR ENTRY OF DEFAULT AND A JUDGMENT BY DEFAULT AS PER
FEDERAL RULE 55 AND SOUTH CAROLINA RULE 55
AGAINST

Redfin Corporation, DEFENDANT

Entry of Default and the Default Judgement Amount **\$22,635.42**

Hope Dukes & Nicole Dukes, Plaintiffs (Prose)
Property Address: 6253 Catalina Dr. Unit 812
North Myrtle Beach, S.C. 29582
201-304-1149
dukeshope@gmail.com

vs.

Redfin Corporation (SELLER'S REAL ESTATE BROKER)
1099 Stewart St.
Suite 600
Seattle, WA 98101
Leighann.birkinshaw@redfin.com
AND

Christine LeFont (SELLER'S AGENT-EMPLOYED BY REDFIN)
1031 Chuck Dawley Blvd Suite 7 B-1
Mt Pleasant, S.C. 29464
(843) 516-2156
Christine.lefont@redfin.com
Agent License #: SC: 77126
AND

Rodolfo A. Pisigan Jr., Portia O. Pisigan, Jeremy Pisigan, and Cherry C. Pisigan
(ALL OF THE SELLERS)
13957 Winding Ridge Lane
Centreville, VA 20121
jeremypisigan@yahoo.com

FILED
HORRY COUNTY
2022 AUG 16 A 9:00
TERREN M. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

AS PER FEDERAL RULE 55 AND SOUTH CAROLINA RULE 55 DEFAULT:

This Rule 55(a) requires that the Court enter all judgments by default and preserves Circuit Rule 15. Federal Rule 55(b) permits the Clerk to enter judgments by default for sums certain if the defendant does not answer the complaint within 30 days after the service hereof, exclusive of the

day of such service, and if fail to answer, judgement by default will be rendered against the defendant for the relief demanded in the complaint.

REDFIN CORPORATION FAILED TO ANSWER THE COMPLAINT WITHIN 30 DAYS; THEREFORE, A JUDGEMENT BY DEFAULT SHOULD BE ENTERED AGAINST THEM.

TOTAL JUDGEMENT OF DEFAULT AMOUNT: \$22,635,442

Summary of Facts:

1. On July 13, 2022, the plaintiffs filed a Civil Action complaint with the Horry County Court of Common Pleas, which included the complaint along with several attachments. Docket #: 2022-CP-26-4440. **Exhibit A** is copy of the complaint paperwork without all of the attachments.
2. On Page 3 of **Exhibit A**, it specifically states in writing: "... TO THE DEFENDANT ABOVE-NAMED: YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint." Therefore, Redfin Corporation knew that they specifically had 30 days to answer the complaint after the service hereof, exclusive of the day of such service, and if they failed to answer, judgement by default will be rendered against them for the relief demanded in the complaint.
3. On July 14, 2022, the plaintiffs mailed a copy of the entire complaint to all of the defendants via USPS Priority Mail, Certified Mail Return Receipt.
4. On July 16, 2022, Redfin Corporation signed for the package, which included the complaint and all of the attachments. (**Exhibit B**)
5. On August 15, 2022, the plaintiffs filed the Affidavit of Mailing (**Exhibit C**), which is mandatory according to the court rules.
6. Redfin Corporation was required by law to file an answer by August 15, 2022 and they did not. Nicole Dukes (one of the plaintiffs), has been in South Carolina since July 8, 2022 and she has stayed in South Carolina since we filed the complaint to make sure we would receive defendants' answers as soon as they filed and sent the answer to us, so we would have time to respond right away. Redfin did not file an answer at all.
7. The plaintiffs know that they sent the complaint to the correct address because the address that they sent the complaint to: Redfin Corporation, 1099 Stewart St. Suite 600 Seattle, WA 98101, is the address listed on Redfin's website as their Headquarters. (**Exhibit D**)
8. The plaintiffs also know that this is Redfin Corporation's address because they sent Redfin Corporation two demand letters to this same address prior to filing the complaint; One on May 18, 2022 and one on May 30, 2022. Redfin Corporation received both demand letters at this same address and they had a representative of Redfin Corporation, Tammy Trenholm, respond to the plaintiffs' demand letters on June 6, 2022. (**Exhibit E**)
9. Redfin Corporation is a full-service real estate brokerage. According to the South Carolina Code of Laws, Title 40 - Professions and Occupations

CHAPTER 57:

**Real Estate Brokers, Brokers-in-Charge, Salespersons, and Property Managers
ARTICLE 1 SECTION 40-57-30. Definitions.**

For purposes of this chapter:

(1) "Agent" means one authorized and empowered by a written agency agreement to perform actions for a client. A real estate brokerage firm is the agent of a buyer, seller, landlord, or tenant, and the real estate brokerage firm's "associated licensees" are its subagents.

(2) "Associated licensee" means a licensee affiliated with and under the supervision of a broker-in-charge or property manager-in-charge.

Christine LeFont is an associated licensee under the supervision of Redfin Corporation. They had the legal duty under the South Carolina Laws not to tell lies during a real estate transaction and they did. Redfin Corporation also has Errors and Omissions insurance and general insurance that covers them in situations like this.

REDFIN CORPORATION FAILED TO ANSWER THE COMPLAINT WITHIN 30 DAYS, WHICH IS FEDERAL AND SOUTH CAROLINA STATE LAW; THEREFORE, A JUDGEMENT BY DEFAULT SHOULD BE ENTERED AGAINST REDFIN CORPORATION IN THE AMOUNT OF \$22,635.42

Summary of Actual Receipts/Quotes for Total Judgement Default Amount of: \$25,686.98
(Previous numbers submitted in the complaint filed on July 13, 2022 were estimates).

1. A brand-new Lennox HVAC System purchased by the sellers: \$7,667.13 (**Exhibit F**)
2. A brand-new dryer A brand-new washing machine. Washing machine and dryer are an attach unit: \$1,888.37 (**Exhibit G**)
3. The entire laundry area completely cleaned from dust and debris at the sellers' expense: \$324.69 (**Exhibit H**)
4. A new front door purchased by the sellers: \$3,207.50 plus installation \$798.00 = **\$4,005.50** (**Exhibit I**)
5. Court Cost: \$150.00 (**Exhibit J**)
6. Plumbing cost to unclog bathtubs: \$ 250.00 (**Exhibit K**)
7. Preparation of paperwork: \$520.21 (**Exhibit L**)
8. All Expenses of traveling to SC for this case: \$6,021.08 (**Exhibit M**)
9. Loss of income: \$4,710.00 – The point of families renting an Airbnb is for a home experience that includes a washer and a dryer. According to the Airbnb guidelines, we had to charge \$30 per night LESS than what our Airbnb rate would be per night because our Airbnb does not have a working washing machine and dryer. Our first guest was May 27, 2022. May 27, 2022 to August 16, 2022 is 81 days. So far we have lost \$2,430.00 in income for not having a working washer machine and dryer. We will continue to lose money daily until this judgement is paid for us to purchase a new washer and dryer. Despite the fact that we have it listed on our Airbnb page that we do not have a washer and a dryer in the unit, some guest still complained (**Exhibit N**) and some guests do not book with us at all. Additionally, the plaintiffs have lost a lot of income from

FILED
MURDER COUNTY
2022 MAR 16 A 9:00
JUDGE N. ELVIS
CLERK OF COURT
MURDER COUNTY, SC

constantly taking off of work to travel back and forth to South Carolina due to issues with the Airbnb and this lawsuit.

10. Temporary cleaning of the HVAC System: \$150.00 (company gave us a big discount considering what we are going through with all of these issues). (Exhibit O)

TOTAL CIVIL LAWSUIT AMOUNT REQUESTED: \$22,635.42

TOTAL AMOUNT OF RECEIPTS SUBMITTED: \$25,686.98

Due to the forgoing statements and all of the evidence submitted, a judgement by default should be entered against Redfin Corporation in the amount of \$22,635.42.

We, Hope Dukes and Nicole Dukes, certify that the foregoing statements are true to the best of our knowledge.

Thank you,

X. 
Hope Dukes

X. 
Nicole Dukes

6253 Catalina Dr.
Unit 812
North Myrtle Beach, SC
~~29582~~
201-304-1149
201-560-2946

The defendants did not serve the plaintiffs with their answer as it is required by federal and South Carolina state laws within 30 days of the receipt of the complaint. (10)nd

NEHEE N. ELVIS
CLERK OF COURT
HENRY COUNTY, SC

2022 AUG 16 A 9:00

FILED
HENRY COUNTY

EXHIBIT

D

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Hope Dukes and Nicole Dukes,
Plaintiffs,

vs.

Redfin Corporation, Christine LeFont,
Rodolfo A Pisigan Jr., Portio O. Pisigan,
Jeremy Pisigan, and Cherry C. Pisigan,
Defendants.

IN THE COURT OF CIRCUIT COURT

Case No. 2022-CP-26-4440

**RETURN TO PLAINTIFFS' MOTION FOR
ENTRY OF DEFAULT AND A JUDGMENT
BY DEFAULT ON BEHALF OF
DEFENDANT REDFIN CORPORATION**

Defendant Redfin Corporation ("**Redfin**"), by and through its undersigned attorneys, hereby submits this Return to Plaintiffs' Motion for Entry of Default and a Judgment by Default ("**Motion**"), filed on August 16, 2022. For the reasons set forth below, Plaintiff's Motion should be denied.

FACTUAL BACKGROUND

Plaintiffs filed their Complaint on July 13, 2022. The following day, on July 14, 2022, Plaintiffs allege they sent a copy of the Complaint to Redfin via certified mail. (Motion, p. 3). On July 16, 2022, Redfin signed the return receipt after accepting receipt of the mailed Complaint. (Motion, Ex. B). On August 19, 2022, Redfin, alongside Defendant Christine LeFont, filed a Motion to Strike and Motion to Dismiss.

ARGUMENT AND INCORPORATED LEGAL STANDARD

Plaintiffs' Motion must be dismissed, because Redfin is not and has never been in default in this case. Plaintiffs fail to consider all the applicable rules setting forth the deadline by which to file a responsive pleading. While a defendant "shall serve [its] answer

within 30 days after the service of the complaint upon [it].” Rule 12(a), SCRCP, Rule 6 of the South Carolina Rules of Civil Procedure, provides:

a party has the right or is required to do some act or take some proceedings within a prescribed period after the service of a notice or other paper upon him and the notice or paper is served upon him by mail or upon a person designated by statute to accept service, ***five days shall be added to the prescribed period.***

Rule 6(e), SCRCP (emphasis added). In this case, Redfin was served via mail. Therefore, the five-day rule applies under Rule 6(e), and Redfin’s responsive pleading is due August 22, 2022.¹ Because Redfin filed its Motion to Strike and Motion to Dismiss on August 19, 2022, it complied with all applicable rules and did not default for failing to respond in time.

CONCLUSION

Based on the foregoing, Redfin is not in default, and, at minimum, Plaintiffs have not met their burden of establishing that Redfin is in default. Therefore, Plaintiffs’ Motion should be denied and Redfin respectfully requests any further relief the Court deems just and proper.

¹ Because the thirty-fifth day falls on August 20, 2022, a Saturday, pursuant to Rule 6(a) of the South Carolina Rules of Civil Procedure, the period runs until the end of the next day which is not a Saturday, Sunday, or holiday, making Monday, August 22, 2022, the deadline by which Redfin must file a responsive pleading.

/s Cheryl D. Shoun

Cheryl D. Shoun SC Bar No. 5092

cshoun@nexsenpruet.com

Rhett D. Ricard SC Bar No. 102353

rricard@nexsenpruet.com

NEXSEN PRUET, LLC

205 King Street, Suite 400 (29401)

P.O. Box 486

Charleston, SC 29402

Phone: (843) 577-9440

Fax: (843) 720-1777

August 19, 2022
Charleston, South Carolina

Attorneys for Defendants
Redfin Corporation and Christine LeFont

EXHIBIT

E

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE CIRCUIT COURT

Hope Dukes and Nicole Dukes,
Plaintiffs,

Case No. 2022-CP-26-4440

vs.

**SUPPLEMENTAL MEMORANDUM IN
OPPOSITION TO PLAINTIFFS' MOTION
FOR DEFAULT JUDGMENT**

Redfin Corporation, Christine LeFont, Rodolfo
A Pisigan Jr., Portio O. Pisigan, Jeremy
Pisigan, and Cherry C. Pisigan,
Defendants.

Defendants Redfin Corporation (“**Redfin**”), by and through its undersigned attorneys, hereby submit this Supplemental Memorandum in Opposition to Plaintiffs’ Motion for Default Judgment (“**Motion**”), filed on August 16, 2022. This Supplemental Memorandum (“**Supplemental Memorandum**”) is filed based upon a newly obtained Affidavit and supplements the original Memorandum in Opposition (“**Memorandum**”) filed on November 18, 2022. For the reasons set forth below, Plaintiffs’ Motion for Default Judgment should be denied.

FACTUAL AND PROCEDURAL BACKGROUND

Redfin is a nationwide residential real estate brokerage, licensed in South Carolina. Christine Lefont (“**Ms. Lefont**”) is a real estate agent who works with Redfin. Ms. Lefont acted as the sellers’ agent in the transfer of ownership of the property commonly known as 6253 Catalina Drive, Unit 812, North Myrtle Beach, South Carolina (the “**Property**”). Defendants Rodolfo A. Pisigan Jr., Portio O. Pisigan, Jeremy Pisigan, and Cherry C. Pisigan were the sellers (collectively, “**sellers**”). Plaintiffs entered into an agreement to buy the Property (the “**Agreement**”) on or about March 16, 2022.

Plaintiffs filed their Complaint on July 13, 2022, based on allegations originating from the Agreement and the Property. (Compl.) The following day, on July 14, 2022, Plaintiffs allege they sent a copy of the Complaint to Redfin via certified mail to 1099 Stewart Street, Seattle, Washington (“**Redfin Location**”). (Motion, ¶ 3.) Plaintiffs did not serve Ms. Lefont until August 4, 2022. (Memorandum, Exhibit C.)

According to Plaintiffs, Redfin purportedly signed the return receipt after accepting receipt of the mailed Complaint on July 16, 2022. (Enclosure 1, Affidavit of Emily Cisneros, Exhibits A & B.) However, as set forth in the Affidavit of Emily Cisneros, July 16, 2022 was a Saturday and Redfin is not open for business on Saturdays, in general, and was not open on the specific Saturday of the purported delivery. (Enclosure 1, Affidavit of Emily Cisneros ¶ 6.) Further, despite the return receipt being signed by someone with the initials “MB,” there is no employee or authorized agent or representative of Redfin at the Redfin Location with the initials of “MB.” (Enclosure 1, Affidavit of Emily Cisneros ¶ 7.) Inquiry was even made of the employees working at the Redfin Location and no one is aware of the identity of the individual associated with the initials “MB.” (Enclosure 1, Affidavit of Emily Cisneros ¶ 7.) Because Redfin is not the sole occupant of the facility located at the Redfin Location, it is believed Plaintiff’s Complaint was left with an individual not employed by or otherwise affiliated with Redfin, who just happened to be present in the lobby of the building at the Redfin Location. (Enclosure 1, Affidavit of Emily Cisneros ¶ 8.) Redfin did not become aware of Plaintiff’s Complaint until after Ms. LeFont was served on August 4, 2022. On August 19, 2022, Redfin, alongside Defendant Christine LeFont, filed a Motion to Strike and Motion to Dismiss.

ARGUMENT

In light of the newly obtained Affidavit of Emily Cisneros, Plaintiff’s Motion for Default

Judgment can quickly be resolved in Redfin's favor. Because Redfin timely responded to Plaintiff's Complaint, Redfin has never been in default in this case nor subject to default judgment. Importantly, Redfin was never properly served, because no employee or authorized agent of Redfin ever received Plaintiffs' Complaint. Redfin did not become aware of Plaintiffs' Complaint until after Ms. LeFont was served on August 4, 2022. Therefore, Redfin timely filed a responsive pleading on August 19, 2022 within the thirty-day deadline set forth in Rule 12(a) of the South Carolina Rules of Civil Procedure. Therefore, Plaintiffs' Motion must be denied and consideration of the pending Motion to Dismiss the Complaint entertained by the Court.

Respectfully submitted,

/s Cheryl D. Shoun

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cshoun@nexsenpruet.com

Rhett D. Ricard SC Bar No. 102353

rricard@nexsenpruet.com

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December 29, 2022
Charleston, South Carolina

Attorneys for Defendants
Redfin Corporation and Christine LeFont

EXHIBIT

F

January 19th, 2023

STATE OF SOUTH CAROLINA COUNTY OF HORRY

Case No. 2022-CP-26-4440

MOTION TO DENY AND STRIKE THE DEFENDANTS' (REDFIN CORPORATION AND CHRISTINE LEFONT) SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT (PLAINTIFFS' ANSWER)

Hope Dukes & Nicole Dukes, Plaintiffs (Pro se)

vs.

Redfin Corporation, Christine LeFont – Attorneys for both: Cheryl D. Shoun
cshoun@nexsenpruet.com

Rhett D. Ricard
rricard@nexsenpruet.com
NEXSEN PRUET, LLC
205 King Street, Suite 400 (29401)
P.O. Box 486
Charleston, SC 29402
Phone: (843) 577-9440
Fax: (843) 720-1777

FILED
HORRY COUNTY
2023 FEB 22 P 1:53
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

AND

Rodolfo A. Pisigan Jr., Portia O. Pisigan, Jeremy Pisigan, and Cherry C. Pisigan

THE PLAINTIFFS REQUEST THAT THE COURT DENIES AND STRIKES DEFENDANTS' (REDFIN CORPORATION AND CHRISTINE LEFONT) SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT FOR FOLLOWING REASONS:

Rule 12(a), SCRCP, Rule 6 of South Carolina Rules of Civil Procedure:

“(6) Service by Certified Mail. Service of a summons, complaint, and any appropriate attachments upon a defendant of any class referred to in paragraph (d)(1) or (d)(3) of this rule may be made by certified mail, return receipt requested and delivery restricted to the addressee. Service is effective upon the date of delivery as shown on the return receipt. Service pursuant to this paragraph shall not be the basis for the entry of a default judgment unless the record contains a return receipt showing the acceptance by the defendant.

AS PER FEDERAL RULE 55 AND SOUTH CAROLINA RULE 55 DEFAULT:

This Rule 55(a) requires that the Court enter all judgments by default and preserves Circuit Rule 15. Federal Rule 55(b) permits the Clerk to enter judgments by default for sums certain if the

defendant does not answer the complaint within 30 days after the service hereof, exclusive of the day of such service, and if fail to answer, judgement by default will be rendered against the defendant for the relief demanded in the complaint.”

1. The Plaintiffs’ Motion for Entry of Default and a Judgement by default was only against Redfin Corporation. By Law: “JUDGMENT ON MULTIPLE CLAIMS OR INVOLVING MULTIPLE PARTIES. When an action presents more than one claim for relief-whether as a claim, counterclaim, crossclaim, or third-party claim-or when multiple parties are involved, the court may direct entry of a final judgment as to one or more.” All the defendants in this case were sent the paperwork at the same time. Christina Lefont kept refusing the package; that is why she was not served until August 4, 2022. Nonetheless, this is irrelevant to the Motion for Entry of Default and a Judgement by Default because it was only against Redfin Corporation. By law, an Entry of Default and a Judgement by default should be entered against Redfin Corporation.
2. On August 19, 2022, Cheryl D. Shoun (Attorney for Redfin Corporation), filed a “Return to Plaintiffs’ Motion for Entry of Default and a Judgment by Default.” In that motion, in the paragraph titled “FACTUAL BACKGROUND,” Redfin acknowledged and confirmed “On July 16, 2022, Redfin signed the return receipt after accepting receipt of the mailed Complaint,” in their own motion (EXHIBIT A). Redfin and their attorney cannot turn around almost 6 months later and send in a motion and affidavit stating that Redfin did not sign the return receipt and Redfin did not receive the package. This continues to prove Redfin’s acts of bad faith. Furthermore, the law does not state anything about receiving the original complaint on a Saturday or even a weekend. The law is clear cut: “AS PER FEDERAL RULE 55 AND SOUTH CAROLINA RULE 55 DEFAULT: This Rule 55(a) requires that the Court enter all judgments by default and preserves Circuit Rule 15. Federal Rule 55(b) permits the Clerk to enter judgments by default for sums certain if the defendant does not answer the complaint within 30 days after the service hereof, exclusive of the day of such service, and if fail to answer, judgement by default will be rendered against the defendant for the relief demanded in the complaint.”

ADDITIONAL FACTS:

1. Plaintiffs filed their Complaint on July 13, 2022. According to the South Carolina Clerk’s Office, the plaintiffs had to file their complaint and all of pages in the complaint had to be “clocked (stamped)” by the court, prior to the plaintiffs serving the defendants. Due to their being so many pages in the plaintiffs’ complaint, by the time the South Carolina Clerk’s Office finished “clocking” every single page in the complaint, the US Post Office was closed.
2. The following day, on July 14, 2022, Plaintiffs sent a copy of the complaint to all the defendants, including Redfin Corporation via certified mail return receipt.
3. On July 16, 2022, Redfin Corporation signed the return receipt after accepting receipt of the mailed complaint.
4. By law (which are stated above), service pursuant to this paragraph shall not be the basis for the entry of a default judgment unless the record contains a return receipt showing the acceptance by

the defendant. The plaintiffs filed a notarized Affidavit of Mailing, along with the original return receipt (green cards), to the South Carolina Clerk's Office showing that Redfin Corporation signed and accepted the complaint on July 16, 2022 (Motion, Exhibit B). Redfin Corporation's MOTION TO RETURN TO PLAINTIFFS' MOTION FOR ENTRY OF DEFAULT AND A JUDGMENT BY DEFAULT also confirms that on July 16, 2022, Redfin signed the return receipt after accepting receipt of the mailed Complaint. (PLAINTIFFS' ANSWER TO defendants' (REDFIN CORPORATION AND CHRISTINE LEFONT) RETURN TO PLAINTIFFS' MOTION FOR ENTRY OF DEFAULT AND A JUDGMENT BY DEFAULT EXHIBIT B).

5. On July 16, 2022, Redfin Corporation signed the return receipt after accepting receipt of the mailed complaint; therefore, by law (which are stated above), Redfin Corporation legally had to answer the complaint within 30 days after the service hereof, exclusive of the day of such service. There was also a pre-written form from the South Carolina Clerk's Office in the complaint stating that the defendants legally had to answer the complaint within 30 days after the service hereof, exclusive of the day of such service. LEGALLY, REDFIN CORPORATION HAD TO ANSWER THE COMPLAINT ON OR BEFORE MONDAY, AUGUST 15, 2022.

6. REDFIN CORPORATION DID NOT ANSWER THE COMPLAINT ON OR BEFORE MONDAY AUGUST 15, 2022 AS REQUIRED OF THEM BY LAW.

7. On August 27, 2022, the plaintiffs were served via regular mail the 3 motions that were filed Redfin Corporation and Christine Lefont filed 3 motions: RETURN TO PLAINTIFFS' MOTION FOR ENTRY OF DEFAULT AND A JUDGMENT BY DEFAULT, Motion to Dismiss, and a Motion To Strike, ALL after Redfin Corporation and Christine Lefont received the plaintiffs' motion FOR ENTRY OF DEFAULT AND A JUDGMENT BY DEFAULT via certified mail return receipt.

8. South Carolina Rules of Civil Procedure Rule 12(a), SCRCP, Rule 6(e) does not apply to this case. Rule 6(e) only applies to other Complaints served via United States Regular Mail. "Service is perfected five days after its deposit in the United States mail, as evidenced by the postmark." This complaint was sent via Certified Mail Return Receipt and by law Redfin Corporation legally had to answer the complaint within 30 days after the service hereof, exclusive of the day of such service, which was August 15, 2022.

AS PER FEDERAL RULE 55 AND SOUTH CAROLINA RULE 55 DEFAULT: "This Rule 55(a) requires that the Court enter all judgments by default and preserves Circuit Rule 15. Federal Rule 55(b) permits the Clerk to enter judgments by default for sums certain if the defendant does not answer the complaint within 30 days after the service hereof, exclusive of the day of such service, and if fail to answer, judgement by default will be rendered against the defendant for the relief demanded in the complaint."

REDFIN CORPORATION FAILED TO ANSWER THE COMPLAINT WITHIN 30 DAYS; THEREFORE, A JUDGEMENT BY DEFAULT SHOULD BE ENTERED AGAINST THEM. Due to the foregoing statements, THE PLAINTIFFS REQUEST THAT THE COURT DENY DEFENDANTS' (REDFIN CORPORATION AND CHRISTINE LEFONT) MOTION TO RETURN TO PLAINTIFFS' MOTION FOR ENTRY OF DEFAULT AND A JUDGMENT BY

DEFAULT and requests that the court orders an ENTRY OF DEFAULT AND A JUDGMENT BY DEFAULT.

TOTAL JUDGEMENT OF DEFAULT AMOUNT: \$22,635.42

For all the reasons set forth, THE DEFENDANTS' (REDFIN CORPORATION AND CHRISTINE LEFONTE) SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT SHOULD BE STRIKED AND DENIED.

Thank you,



Hope Dukes



Nicole Dukes

FILED
HORRY COUNTY
2023 FEB 22 P 1:53
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

EXHIBIT

G

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Hope Dukes and Nicole Dukes,

Plaintiffs,

vs.

Redfin Corporation, Christine LeFont,
Rodolfo A Pisigan Jr., Portio O. Pisigan,
Jeremy Pisigan, and Cherry C. Pisigan,

Defendants.

IN THE CIRCUIT COURT

Case No. 2022-CP-26-4440

**ORDER DENYING PLAINTIFFS' MOTION
FOR DEFAULT JUDGMENT**

THIS MATTER came before the Court on March 7, 2023, upon Plaintiffs' Motion for Entry of Default and a Judgment by Default filed on August 16, 2022 (the "Motion"), seeking an entry and judgment by default as to Redfin Corporation. Present for the hearing were Plaintiffs, Hope Dukes and Nicole Dukes, and Cheryl D. Shoun, counsel for Defendants Redfin Corporation and Christine Lefont ("Redfin Defendants"). Also present was Emily Brown, corporate counsel for Redfin. No appearance was made by or on behalf of Defendants Rodolfo A. Pisigan Jr., Portia O. Pisigan, Jeremy Pisigan, and Cherry C. Pisigan.

Upon due consideration by the Court of the Motion filed, the Return to Plaintiffs' Motion, Memorandum in Opposition to Plaintiffs' Motion for Default Judgment, filed on behalf of Redfin; Supplemental Memorandum in Opposition to Plaintiffs' Motion for Default Judgment, filed on behalf of Redfin; Plaintiffs' Motion to Deny and Strike the Defendants' (Redfin Corporation and Christine Lefont) Supplemental Memorandum in

Opposition to Plaintiffs' Motion for Default Judgment, filed February 22, 2023, and argument of Plaintiffs and counsel for the Redfin Defendants, this Court respectfully denies Plaintiffs' Motion.

BRIEF PROCEDURAL HISTORY

Plaintiffs filed their Complaint on July 13, 2022. The following day, on July 14, 2022, Plaintiffs allege they sent a copy of the Complaint to Redfin via certified mail. On July 16, 2022, the return receipt for the certified mail was signed with the initials "MB." On August 19, 2022, after learning of the filing of Plaintiffs' Motion, Redfin filed its Return to Plaintiffs' Motion, along with Motions to Strike and to Dismiss filed on behalf of Redfin and Christine Lefont. The Motion to Strike and Motion to Dismiss will be addressed in separate orders.

The outstanding Motions were originally scheduled to be heard on January 30, 2023. At the time of the call of the Motions, Hope Dukes indicated to the Court she was unable to participate due to medical reasons. Thus, the outstanding Motions were rescheduled for March 7, 2023.

FINDINGS OF FACT

According to Plaintiffs, Redfin purportedly signed the certified mail return receipt upon receipt of the Complaint on July 16, 2022. Having no record or knowledge of receipt of the Complaint, but learning of the filing of Plaintiffs' Motion, Redfin acted as expeditiously as possible in submitting its Return to the Motion. Upon further investigation into the purported service, however, Redfin confirmed July 16, 2022 was a Saturday. Redfin's office, located at 1099 Stewart Street, Seattle, Washington ("Redfin Location"), the address to which the certified mail was directed, is not open for business on

Saturdays, in general, and was not open on the specific Saturday of the purported delivery. This is evidenced by the Affidavit of Emily Cisneros, attached to and made an exhibit to Redfin's Supplemental Memorandum. Further, despite the return receipt being signed by someone with the initials "MB," Redfin determined there is no employee or authorized agent or representative of Redfin at the Redfin Location with the initials of "MB." Inquiry was even made of the employees working at the Redfin Location and no one is aware of the identity of the individual associated with the initials "MB," all as more fully set forth in the Affidavit of Emily Cisneros, referenced above. Because Redfin is not the sole occupant of the facility located at the Redfin Location, it is believed Plaintiffs' Complaint was left with an individual not employed by or otherwise affiliated with Redfin, who just happened to be present in the lobby of the building at the Redfin Location. Redfin did not become aware of Plaintiffs' Complaint until after Ms. LeFont was served on August 4, 2022.

CONCLUSIONS OF LAW

Redfin argues the applicability of Rules 12(a) and 6 of the South Carolina Rules of Civil Procedure ("SCRCP") relative to the requirement that a defendant serve a response to a Complaint within 30 days after the service of the complaint. Rule 6 provides, in pertinent part:

a party has the right or is required to do some act or take some proceedings within a prescribed period after the service of a notice or other paper upon him and the notice or paper is served upon him by mail or upon a person designated by statute to accept service, ***five days shall be added to the prescribed period.***

Rule 6(e), SCRCP (emphasis added). As a result, it is Redfin's position that, even if service by certified mail was proper, which Redfin denies, no response was due from

Redfin, to the Complaint, until August 22, 2022. Thus, it is Redfin's position that even if service was proper, which it denies, its response by way of Motion to Dismiss, filed on August 19, 2022, was timely. Plaintiffs argue the additional five days provided pursuant to Rule 6(e) is not applicable to service by certified mail, but only to service by regular mail. There is no authority supporting Plaintiffs' position.

In addition to the foregoing, Redfin has provided this Court with the Affidavit of Emily Cisneros, mentioned above, demonstrating that the Redfin Location was not open at the time of purported service, it had no employees or other agents at the Redfin Location at the time of purported service, and there is no individual with the initials "MB"¹ who is employed by Redfin at the Redfin Location. Thus, service could not have been made pursuant to the certified mail at issue.

The Court further finds that in addition to the applicability of Rule 6(e), and the absence of any Redfin employee or other agent on site at the Redfin Location at the time of purported service by certified mail as well as the absence of any employee or other agent with the initials "MB," the certified mail pursuant to which Plaintiffs forwarded the Summons and Complaint to the Redfin Location was not sent requiring restricted delivery. Thus, pursuant to Rule 4(d)(8) there can be no entry of default.

IT IS, THEREFORE, ORDERED that Plaintiffs' Motion for Entry of Default and a Judgment by Default filed on August 16, 2022, is DENIED.

¹ Even assuming, *arguendo*, that it could be established that an individual with the initials "MB" was at the Redfin Location on July 16, 2022, and signed the return receipt, there is no evidence in the record to establish such individual had any authority, whether express or implied, to accept service of the Summons and Complaint.

The Honorable Benjamin H. Culbertson
Presiding Judge

March , 2023