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Sep 15 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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

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

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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

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REPLY TO BRIEF OF RESPONDENT

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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

**TABLE OF COURT EXHIBITS**

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

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

**TABLE OF AUTHORITIES**

**Rules**

Rule 6 (Summons; Service), SCRCP .....5,6,7,8

**ARGUMENT**

**Although not necessary to resolve this appeal, we would like to refute false statements in the Brief of Respondent.**

1. The appellants’ real estate agent gave them a home warranty that would cover other appliances in the home. The Appellants were told, 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. This was supposed to be separate from the home warranty. 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 false statement. 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 Appellants did not accept the property as is and there are several emails to and from Redfin Corporation, Christine LeFont, that supports the Appellants’ claim.
2. The defendants made false statements on the disclosure statement, which is prohibited by South Carolina Code of Laws. 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.
3. Once the respondent received the Motion for Entry of Default and a Judgment by Default, on August 19, 2022, the 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 A)** 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 five additional days in the prescribed period that the respondent is referring to only applies to regular mail, not certified mail return receipt. 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) explains 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." The record indeed contains a return receipt showing the acceptance by the respondent.

4. 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, 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 made false statements 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. In the Brief of Respondent, the respondent made another false statement and said that the Appellants did not oppose the affidavit of Emily Cisneros; this is false. The Appellants opposed the affidavit in their answer to respondent's supplemental motion dated January 19, 2023, which was emailed and mailed to defendants and respondent as well as filed with Horry County Court. **(EXHIBIT B)** 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, make false statements, and say that the respondent did not sign for it and was never served at all. Additionally, the respondent attempting to solidify this false statement by having an employee sign an affidavit months later.
5. Furthermore, the judge allowing the respondent to prepare the final order is not the issue at hand. The issue is the order was made with bias and false statements, as there were arguments within the final order that was not stated on the record, which can be easily verified by the court transcript. Nothing was mentioned on record regarding the affidavit from Emily Cisneros by the trial judge. Most of the final judgment order was filled with statements that were never mentioned by the trial judge on the record during the trial.
6. The trial judge denied the Appellants' motion for default judgment in error and did not set it aside. The trial judge denied the motion for default judgement on the basis that the respondent had 5 additional days; however, according to Rule 6, under certified mail, they did not, which is a clear error of the law.

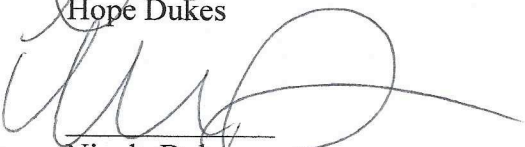
**CONCLUSION**

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,  
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), 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.<sup>1</sup> 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.

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<sup>1</sup> 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**

**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 COURT OF COMMON PLEAS  
 \_\_\_\_\_ JUDICIAL CIRCUIT  
 CASE NO.: 2022 -CP- 26 - 4440

**MOTION AND ORDER INFORMATION  
 FORM AND COVERSHEET**

**PAID**

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: _____, Bar No _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
<b>SECTION I: Hearing Information</b>	
Nature of Motion: <u>ANSWER</u>	Court Reporter Needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Estimated Time Needed: _____	
<b>SECTION II: Motion/Order Type</b>	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached <u>proposed</u> order.	
Signature of Attorney for <input type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant	Date submitted _____, 20__
<b>SECTION III: Motion Fee</b>	
<input checked="" type="checkbox"/> PAID - AMOUNT: \$ <u>25</u> <input type="checkbox"/> EXEMPT: (check reason)	
<input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____	
<b>JUDGE'S SECTION</b>	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	JUDGE CODE _____ Date: _____, 20__
<b>CLERK'S VERIFICATION</b>	
Collected by: <u>JLH</u>	Date Filed: <u>2/22/2023</u> , 20__
<input type="checkbox"/> MOTION FEE COLLECTED: \$ <u>25.00</u> <input type="checkbox"/> CONTESTED -- AMOUNT DUE: \$ _____	

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

January 19<sup>th</sup>, 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

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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.

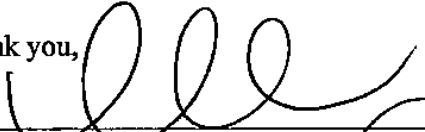

AS PER FEDERAL RULE 55 AND SOUTH CAROLINA RULE 55 DEFAULT: "This Rule 55(a) requires that the Court enter all judgments by default and preserves Circuit Rule 15. Federal Rule 55(b) permits the Clerk to enter judgments by default for sums certain if the defendant does not answer the complaint within 30 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 LEFONT) 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

FILED  
HORRY COUNTY  
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RENEE N. ELVIS  
CLERK OF COURT  
HORRY COUNTY, SC

# EXHIBIT

# A

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

IN THE COURT OF CIRCUIT COURT

Hope Dukes and Nicole Dukes,  
Plaintiffs,

Case No. 2022-CP-26-4440

vs.

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

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

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.

FILED  
HORRY COUNTY  
2022 FEB 22 P 1 54  
GENEEN N. ELVIN  
CLERK OF COURT  
HORRY COUNTY, SC

**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), 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.<sup>1</sup> 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.

FILED  
HORRY COUNTY  
2022 FEB 22 P 1:54  
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<sup>1</sup> 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

Attorneys for Defendants

Redfin Corporation and Christine LeFont

August 19, 2022  
Charleston, South Carolina

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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., Portio O. Pisigan, Jeremy  
Pisigan, and Cherry C. Pisigan, Defendants, Of Which Redfin Corporation is the  
Respondent. Respondent,

v.

Hope Dukes and Nicole Dukes, Appellant.

PROOF OF SERVICE

We certify that we have served the Appellant's reply to Brief of Respondent on September 15, 2023 and the Designation of Matter on August 15, 2023 to Redfin Corporation and Christine LeFont by depositing a copy of it in the United States Mail addressed to the attorney of record, Cheryl D. Shoun and Rhett Ricard - Nexsen Pruet, LLC, 205 King Street - Suite 400, Charleston, SC 29401 [by USPS Mail] and served upon State of South Carolina, County of Horry, Court of Common Pleas, P.O. 677, Conway, SC 29528-0677 as well as to Rodolfo A. Pisigan Jr., Portio O. Pisigan, Jeremy Pisigan, and Cherry C. Pisigan, 13957 Winding Ridge Lane, Centreville, VA 20121. All parties listed above was also sent the Appellant's reply to Brief of Respondent via email.

September 15, 2023

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

