

RECEIVED

Nov 13 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

REPLY TO BRIEF OF RESPONDENT

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), SCRCP5,6,7,8

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 (R. pp. 32-42).
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 (R. pp. 32-42).
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 (R. pp. 53-55). 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.

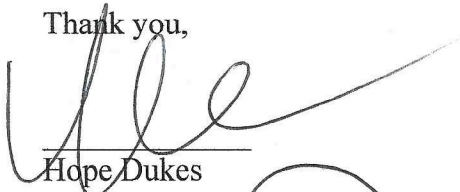
4. Originally, the Motion for Default hearing was scheduled for January 30, 2023. The Appellants, specifically Hope Dukes, had severe complications from contracting the COVID-19 virus and the hearing had to be adjourned to another date. While waiting for the new court date, the respondent electronically 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 (R. pp. 57-59). 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 (R. pp. 61-64), which was emailed and mailed to defendants and respondent as well as filed with Horry County Court. 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 (R. pp. 53-55). 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 (R. pp. 6-11).
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 law (R. p. 66 lines 22-25, R. p. 67 lines 1-10, R. p. 68 lines 11-25, R. p. 69 Lines 1-25, and R. p. 70 lines 1-19); however, according to Rule 6, under certified mail, they did not, which is a clear error of the law.

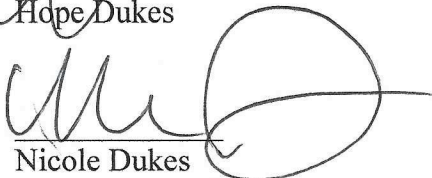
CONCLUSION

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

RECEIVED

Nov 13 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., 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.

CERTIFICATE OF APPELLANT

The undersigned certifies that this final brief complies with Rule 211(b), SCACR.

November 10, 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



RECEIVED

Nov 13 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., 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 Final Brief, pursuant to Rule 210(c), SCACR, again on November 10, 2023 to South Carolina Court of Appeals PO Box 11629 Columbia, SC 29211, 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 Initial Brief as well as the Designation of Matter via email.

November 10, 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

