



413 S.C. 630 (Ct. App. 2015) citing *Seebaldt v. First Fed. Sav. & Loan Ass'n*, 269 S.C. 691, 692, 239 S.E.2d 726, 727 (1977). In *Stoneledge*, the Court of Appeals found that a general contractor's claims against its subcontractors for negligence, breach of contract, and breach of warranty were subject to summary judgment in favor of the subcontractors because those claims were merely disguised claims for equitable indemnity. *Stoneledge*, 413 S.C. at 639, 776 S.E.2d at 439. The *Stoneledge* court found that the general contractor's claims against its subcontractors arose only when it faced potential liability for the property owner's damages and incurred defense costs. *Id.* at 637, 438. I find that D.R. Horton's claims for negligence and breach of warranties do not arise independently from Plaintiff's claims against D.R. Horton. They arise solely from D.R. Horton's need to defend itself against Plaintiff's claims and are therefore disguised indemnity claims pursuant to *Stoneledge*. Therefore, Alfonso is entitled to summary judgment on D.R. Horton's negligence and breach of warranty claims.

Secondly, Alfonso argues that they are entitled to summary judgment as to D.R. Horton's claim for equitable indemnity because no special relationship existed between D.R. Horton and Alfonso, who was a subcontractor of Portrait Homes. The Court agrees.

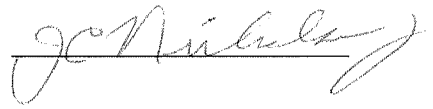
To support a claim for equitable indemnity, the "existence of some special relationship between the parties must be established." *Toomer v. Norfolk S. Ry. Co.*, 344 S.C. 486, 492, 544 S.E.2d 634, 637 (Ct. App. 2001). The relationship between the parties must be "beyond the relationship established by virtue of one party alleging that he was sued because of another party's wrongdoing." *Rock Hill Telephone Co., Inc. v. Globe Communications, Inc.*, 611 S.E.2d 235, 237, 363 S.C. 385 (2005).

In this case, Alfonso performed work at the subject property as a subcontractor of Portrait Homes. Alfonso did not perform any work at the property under the direction of D.R. Horton

and did not have any contract with them. Based upon the above facts, the Court finds that D.R. Horton has failed to show that a special relationship existed between Alfonso and D.R. Horton sufficient to support a claim for equitable indemnity. Therefore, Alfonso is entitled to summary judgment on D.R. Horton's equitable indemnity claim.

For the reasons set forth herein, Alfonso's motion for summary judgment is GRANTED.

IT IS SO ORDERED!

A handwritten signature in cursive script, appearing to read "J.C. Nicholson, Jr.", written over a horizontal line.

Retired Judge J.C. Nicholson, Jr.

Court Appointed Special Referee

July 30, 2024