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September 9, 2024

**Via e-mail (ctappfilings@sccourts.org)**

The Honorable Jenny Abbott Kitchings  
Clerk of Court, S.C. Court of Appeals  
P.O. Box 11629  
Columbia, SC 29211

**RECEIVED**  
**Sep 09 2024**  
**SC Court of Appeals**

**Re: Sarmed and Jessica M. Shafi v. D.R. Horton, Inc.**  
**Appellate Case No. 2022-000016**  
**RPR File No.: 7534-00044**

Dear Ms. Kitchings:

I am in receipt of Appellant D.R. Horton, Inc.'s supplemental citation, *Midland Ins. Co. v. Delta Lines, Inc.*, 530 F. Supp. 190 (D.S.C. 1982). Pursuant to Rule 208(b)(7), SCACR, the Respondents direct to the Court's attention that this case involved a contractual indemnity provision from a 1976 transaction which predates South Carolina's Anti-Indemnity Statute, S.C. CODE ANN. § 32-2-10, which was enacted in 1980. This case also predates this Court's decision in *Concord & Cumberland Horizontal Prop. Regime v. Concord & Cumberland, LLC*, 424 S.C. 639, 819 S.E.2d 166 (Ct. App. 2018). The District Court in *Midland Ins. Co.* further did not analyze the enforceability of the contractual indemnity provision, only the interpretation of the provision.

If you need anything further, please let me know.

Sincerely,

/s Carmen V. Ganjehsani

Carmen V. Ganjehsani

cc: Counsel of Record