

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

Hon. R. Scott Sprouse, Circuit Court Judge

RECEIVED

Oct 21 2025

SC Court of Appeals

Case No. 2019CP041942  
Appellant Case No. 2023-001401

Natalie Zitek, individually, and on behalf of  
all others similarly situated; ..... Plaintiff,

v.

D. R. Horton, Inc., Jane Doe#1-10; and,  
John Doe #1-50, ..... Defendant

D.R. Horton, Inc., ..... Appellant,

v.

A&J Landscaping & Grading LLC, A/K/A AJ Landscaping  
& Grading, Inc; Allpro Textures, LLC; Alpha Omega  
Construction Group, Inc.; American Concrete and  
Precast, Inc., A/K/A ACP Concrete, Inc.; A&J Framing,  
Inc; Alpha E.M.C; A-Z, Inc.; Atlanta Floor Designs  
Center; A Grade Above Others, LLC; Brand-Vaughn  
Lumber Co., Inc.; BFK Builders, Inc; Builders  
Designhouse, LLC; BMC EAST, LLC D/B/A Coleman  
Floor, LLC; Builders Firstsource Southeast Group,  
LLC, A/K/A Builders Firstsource Inc.; Bravo Carpenters,  
Inc.; Caryl Mechanics II, Inc.; Caryl Mechanicals, Inc.;  
Cannaday Siding and Gutter, Inc; Cortes Painting, LLC;  
CBU Enterprises, Inc.; CPI Security Systems, Inc.; Dom  
Group, LLC; Ferguson Enterprises, Inc.; Five Star  
Construction Inc.; Five Star Foundations, LLC;

Galloway-Bell, Inc.; A/K/A Galloway-Bell, Inc. II BGET  
 Floored, LLC; GBS Buildings Supply-Us LBM, LLC,  
 A/K/A GBS Building Supply, Inc.; General Shale Brick  
 Inc.; Greener Pastures, Inc. A/K/A Greener Pastures of  
 Aiken, Inc; IBP Asset, LLC D/B/A Blue Ridge Building  
 Products; JLS Masonry, Inc.; Kings Landscaping, LLC;  
 Landshapers, LLC; Lade-Danler, Inc.; Lansing Building  
 Products, Inc.; Long Heating & Air Conditioning, Inc.;  
 L&M Electric, Inc.; Manale Landscaping, LLC; MJ  
 Cowboys, LLC; M&L General Construction, LLC.  
 A/K/A M&L General Construction, Inc.; M&Lreyna  
 Construction, LLC; M&M Foundations, LLC; Nazareth  
 Builders, LLC, NB Contractors, LLC; Poinsett  
 Development, LLC; Poinsett Homes, LLC; P&T  
 Construction, LLC; P&L Enterprises, LLC; Probuild  
 Company, A/K/A Probuild Holdings, Inc.; Rite Rug Co.;  
 Rodney Howard Grading Co.; Sandlapper Concrete,  
 LLC; Sodfather, Inc.; Landscape Contractors; Stock  
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 A/K/A Gale Gale Contractors Service; Tucker Materials,  
 Inc., A/K/A Gypsum; UTM Enterprises, Inc.; Dupree  
 Plumbing Company, Inc.; Willow Tree Landscaping,  
 Inc., .....

Third-Party Defendants,

of which Builder Services Group (f/k/a Masco Contractor  
 Services Central Inc. f/k/a Gale Industries, Inc. d/b/a Gale  
 Contractors Services) and IBP Assets, LLC d/b/a Blue  
 Ridge Building Products are the .....

Respondents.

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APPELLANT’S REPLY IN SUPPORT OF ITS MOTION TO STRIKE THE SUR-REPLY  
 BRIEF OF RESPONDENTS IBP ASSETS, LLC D/B/A BLUE RIDGE  
 BUILDING PRODUCTS AND GALE INDUSTRIES, INC.

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Appellant D.R. Horton files this Reply in support of its motion to strike Respondent IBP  
 Assets, LLC D/B/A Blue Ridge Building Products’ and Gale Industries, Inc.’s Joint Sur-Reply  
 Brief because Respondents exceeded the July 8, 2025 Court Order when they submitted an 18-  
 page wholesale re-writing of their briefs, rather than a brief on the single issue that they

requested – namely, any arguments raised by Appellant for the first time in its reply briefs. There were no new arguments, and should have been no sur-reply brief.

The Respondents knew that they did wrong by violating the Court of Appeals’ July 8, 2025 Order. That is why they did not even attempt to address the issue. Instead, they resorted to misrepresentation of the facts leading up to the Order in an attempt at misdirection. The Appellant calls the Court’s attention to the facts, supported by proof.

**1. Respondents Made Several Misrepresentations To The Court That They Would File A Sur-Reply Brief As To A Single Issue And They Do Not Deny Making Those Misrepresentations.**

Respondents explicitly assured the Court and Appellant **“that they did not “seek wholesale re-writing of their briefs, as DR Horton hyperventilates.”** Respondents’ Reply Memorandum in Support of Their Cross-Motion to Strike or, in the Alternative, Motion to Allow Supplemental Briefing *“(Reply Memo)”*, filed November 21, 2024, p. 9. *Respondents do not deny or refute that they made that misrepresentation to the Court.* Respondents are silent as to this misrepresentation. *See* Respondents’ Response to Appellant’s Motion to Strike *“(Response)”*, filed October 16, 2025 (absence of any mention or refutation of these statements to the Court).

Nor did Respondents address any of the other statements they made to the Court that their sur-reply brief would be limited to one issue, *“inconsistent rulings,”* that they alleged was not raised until Appellant’s Reply Brief. Respondents’ Response is silent as to their statements to the Court that:

- They sought **“leave to file supplemental briefing for the limited purpose of satisfying due process on this issue [inconsistent rulings].”** Reply Memo at p. 12.

- **“Respondents request leave for limited supplemental briefing to address the “inconsistent rulings” issue that was not squarely raised in DR Horton’s initial brief.”** *Id.* at 13.

Respondents’ misrepresentations to the Court and Appellant of its intention to file a brief limited to one issue is a compelling and sufficient reason to strike Respondents’ Sur-Reply without leave for them to file any additional briefs.

## **2. Respondents Requested To Write A Sur-Reply Brief On One Issue**

When Respondents filed their Reply Memo, they withdrew much of what they had originally requested in their counter-motion to strike, modified their requested remedy, and limited their request to file a sur-reply to the one issue, “inconsistent rulings.” Reply Memo 9, 12, 13. The Court’s Order allowed a sur-reply on a single issue, only if that issue had not been raised in Appellant’s initial brief. Appellant raised the inconsistent rulings concerns in its Initial Brief and Respondents confirmed in their Response that indeed the inconsistent rulings were raised in Appellant’s initial Brief – Respondents’ only complaint was the *placement of the discussion within Appellant’s initial Brief*, but that is not the same circumstance of it not having been raised. There was no surprise. Response at 2; Appellant Final Brief, pp. 3; 9-10, 14. Respondents were on notice about the circuit court’s inconsistent rulings and the circuit court’s discussion of its reason for granting summary judgment in favor of some subcontractors and not others based on the same contractual provisions. Appellant Final Brief p. 3,9,10,14. Appellant also designated matter to be included in the Record on Appeal that related to the inconsistent rulings in its initial designation of matter filed with its Initial Brief. The sweeping sur-reply brief on almost every issue Respondents already discussed in their response briefs was certainly not permitted.

This bait-and-switch tactic should not be rewarded. Respondents attempted to lead the Court into granting a very limited sur-reply brief while they intended to wholesale rewrite their briefs. Respondents confirmed “**that they did not “seek wholesale re-writing of their briefs, as DR Horton hyperventilates.”** Reply Memo at 9. This statement is an unambiguous representation to the Court that Respondents were not going to write a sur-reply on almost every issue already briefed in their initial briefs. Yet that is exactly what they did.

In their Response, Respondents argue that the Reply Memo in which they limited their sur-reply request to one issue is not the only basis for the wholesale rewriting of their briefs. Respondents also try to rely on their Response to Appellant’s Motion to Strike, filed November 8, 2024, p. 5, to justify their sur-reply brief. In that filing, Respondents asked the Court to allow them to revise their response briefs rather than accepting the strikeouts that Appellant provided. *Id.* at 5. This request is of no help to Respondents and cannot be the basis for their 18-page sur-reply brief because the Court did not grant them the ability to revise their response briefs.

Undeterred and unhappy that the Court did not allow them to revise their response briefs, Respondents decided to wholesale rewrite their briefs through the sur-reply brief in violation of the Court’s Order.

### **3. Respondents’ Wrote a Wholesale New Brief Raising New Arguments That Were Waived When Those Arguments Were Not Included In Their Initial Response Briefs**

Respondents admit that they wholesale rewrote their briefs and justified it by claiming that their initial briefs were left in a “garbled and incomplete condition. “ Response 5.<sup>1</sup> Their

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<sup>1</sup> Respondents attempt to escape their egregious violation of the appellate rules that preclude including in a brief or the record on appeal statements and materials that were not before the circuit court prior to the order on appeal. Respondents attempt to lay blame on Appellant; however, Appellant *never* mentioned anything and did not include any materials that violated the rules until it had to respond to Respondents’ use of the jury verdict. That prompted Respondents to move to strike Appellant’s Reply Brief – but they did not voluntarily remove the materials from their own briefs. Appellant was forced to move to strike the offending materials so that Respondents’ briefs complied with the Court’s Order. The one reference to a few lines from the transcript to which Respondents objected in Appellant’s

briefs were not garbled or incomplete – only precise deletions were required. Respondents breached the appellate rules when they included materials, orders, and judgments that occurred *after* the orders on appeal were issued. They included the violative materials consciously and intentionally. It was their choice to take that approach and Appellant should not now be prejudiced by Respondents’ wrongdoing in the form of a sur-reply with 18 pages of new arguments.

For example, Respondents unilaterally decided they were entitled to a redo on the negligence issue. Respondents disobeyed the Court’s Order and briefed an additional seven (7) pages in the sur-reply brief in which they advanced new and “more complicated arguments” as to negligence in addition to the seven (7) pages in their initial briefs on that issue. Response at 5; Sur-reply brief, pp. 1-8.

Respondents did not limit their sur-reply in any way. They raised new arguments in the sur-reply as to almost every issue they already briefed in their response briefs. This is not what the Court Order allowed, not what Respondents assured the Court it would not do, and not what the Court intended.<sup>2</sup>

The sur-reply brief prejudices Appellant because it does not have a right to respond. If the Court rules on the briefs without oral argument, Appellant has had no response to the new arguments raised for the first time in the sur-reply. If oral argument takes place, Appellant cannot possibly respond to 18 pages of what Respondents admit are new arguments in the time allotted for its oral presentation. This is what prejudice in appellate briefing looks like. Nor is further

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initial brief concerned the exact orders on appeal. The circuit court commented on those orders in the transcript in an attempt to clarify. That is permissible to include because it concerns the very orders on appeal.

<sup>2</sup> Respondents’ vague allegations that there were new issues in Appellant’s Reply Brief is not factually accurate and Respondents have not identified any.

briefing the answer. That would reward Respondents' conscious misconduct, and impose additional burdens on the Appellant and the Court.

All the arguments Respondents raised for the first time in the sur-reply brief were waived when they were not raised in their initial briefs.<sup>3</sup> Respondents' sur-reply brief is replete with new arguments on almost every issue they had already briefed in their initial response briefs. This is neither fair nor justice. These new arguments were waived.<sup>4</sup>

#### **4. Respondents Challenge The Court's Intrinsic Authority To Strike Anything With A New Claim That Their First Amendment Right To Free Speech Is Implicated If They Are Required To Follow Appellate Rules**

Respondents now try to distance themselves from the first page of their sur-reply brief in which they directly challenged the Court's intrinsic authority to have struck any material from the Record on Appeal and from the parties' briefs. Sur-reply Brief at 1. First, they argue that they did not pursue the challenge in the arguments – as if that somehow makes the challenge to the Court's authority less. Response at 6. They also now make a new constitutional argument in support of their challenge to the Court's intrinsic authority. Respondents assert that constraining their briefs to comply with the rules of appellate procedure violates their free speech. Response at 5, 6 -7. As the United States Supreme Court has noted time and time again, every litigant's speech is constrained by the law. *E.g. California Motor Transport Co., v. Trucking Unlimited*, 404 U.S. 508 (1972). Including materials in a brief that violate the court rules is not allowed.

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<sup>3</sup> The one possible exception would be the arguments raised about inconsistent rulings, but only if inconsistent rulings were raised for the first time in Appellant's Reply Brief. But that was not the case, because inconsistent rulings were discussed in Appellant's initial brief at pages 3, 9-10, 14.

<sup>4</sup> Respondents also imply, without any specifics or citations, that Appellant rewrote its Reply Brief in a comprehensive manner and try to use that vague allegation to justify the scope of their sur-reply brief. Appellant did very little to its Reply Brief. Appellant removed the materials it was required to remove, substituted date compliant documents in place of those that were outside the scope of time the Court allowed for documents, and provided a brief explanation of the nature of the documents. Respondents' claims to the contrary are unfounded, unsupported, and further evidence of its attempt at misdirection.

Changing one's brief without the Court's consent is not allowed under the rules. There is no free speech violation here.

Respondents admitted that IBP deleted the two paragraphs from its response brief that Appellant identified in its Motion to Strike, and they did that unilaterally, without the Court's consent and without notice to anyone that it was done. Respondents try to claim it is their First Amendment right to unilaterally and without the Court's consent to change their briefs as they choose. Every lawyer has to complete the attorney certificate when they file their final briefs, *and it is expected that the certificate is true and that briefs are not changed*. Respondents claim they have the right to violate the rules with impunity. If that is true, what is the point of the certificate?

**5. Appellant Did Not Limit The Scope Of Its Appeal While The Cross-Motions Were Pending.**

Respondents have misrepresented that Appellant limited the scope of its appeal while cross-motions were pending and use that assertion to attempt to justify their arguments that the Court lacks intrinsic authority to constrain briefing to comply with the rules. Response at 4. Respondents claimed this in their sur-reply brief, as well. Sur-Reply at p. 1. In their sur-reply brief they claim that Appellant included a new sentence in its revised Reply Brief as to Gale that was not in its initial Reply Brief as to Gale. However, a simple comparison between the two briefs proves that this is yet another material misrepresentation by Respondents. See attached pages from Appellant's Initial Reply Brief as to Gale (pages 1 and 7 with underlining) and its Final Reply Brief as to Gale (pages 1 and 9 with highlighting).

**Conclusion**

Respondents admitted that their Sur-Reply Brief wholesale rewrote their brief. Respondents did not provide any explanation for their misrepresentation to the Court **“that they**

**did not “seek wholesale re-writing of their briefs, as DR Horton hyperventilates.”** Reply Memo at p. 9. Respondents’ Sur-Reply Brief prejudices Appellant because Respondents’ sur-reply consists of 18 pages of new arguments that Appellant has had no ability to refute, address, or discuss. The appellate rules that designate the order of briefing are designed to provide Appellant an opportunity to reply to Respondents’ briefs and bring finality to briefing. When Respondents file a wholesale new brief in the form of a sur-reply brief with new arguments as to almost every issue they had already briefed, *Appellant is deprived of replying to the new arguments and faces new burdens*. The Court did not grant Respondents permission to write a wholly new brief on eight issues and Respondents assured the Court they were not seeking to file a wholesale new reply brief. Respondents requested to write on only one issue. Respondents violated their own representations to the Court.

Appellant requests that the Court strike the sur-reply brief in its entirety without leave to file any additional briefs because Respondents misrepresented their intention to the Court, violated the Court’s Order, and continue to prolong this litigation.

October 21, 2025

Respectfully,

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# ATTACHMENT 1

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

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Appellant Case No. 2023-001401

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A/K/A Gale Gale Contractors Service; Tucker Materials,  
Inc., A/K/A Gypsum; UTM Enterprises, Inc.; Dupree  
Plumbing Company, Inc.; Willow Tree Landscaping,  
Inc., ..... Third-Party Defendants,

of which Builder Services Group (f/k/a Masco Contractor  
Services Central Inc. f/k/a Gale Industries, Inc. d/b/a Gale  
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Ridge Building Products are the ..... Respondents.

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INITIAL REPLY BRIEF OF APPELLANT REPLYING TO RESPONDENT GALE

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## INTRODUCTION

The brief filed by Respondent Builder Services Group, Inc. d/b/a Gale Contractor Services argues many things that are not an issue on this appeal. This is an appeal by Appellant D. R. Horton, Inc. against Gale for attorneys' fees, expenses and costs. It is based on a contract between the parties. That is all. When Plaintiff's counsel limited their claims on the eve of Gale's summary judgment hearing by filing a written stipulation, D. R. Horton's counsel acknowledged that this removed the other issues from the case. (Record \_\_, Tr. July 20, 2023- July 21, 2023, pp. 171 lines 17-25 -172 line 1; Plaintiff's Stipulation As To Limitation On Claims, filed July 20, 2023) Only the attorneys' fees, expenses and costs incurred before the stipulation are at issue.

This is an appeal from the grant of a motion for summary judgment. Gale notes this in its brief, but then argues the appeal as though it is based on the trial judge's ruling after a full non-jury trial. The two standards are different. The standard for summary judgment is "reasonable inference" concerning a "genuine issue as to any material fact." Rule 56(c), SCRPC; *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 892 S.E.2d 297 (2023). "In determining whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the nonmoving party." *Quail Hill, LLC v. Cnty. of Richland*, 387 S.C. 223, 235, 692 S.E.2d 499, 505 (2010). "All ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party." *Murray v. Holnam, Inc.*, 344 S.C. 129, 137, 542 S.E.2d 743, 747 (Ct. App. 2001).

[it's] a factual issue of whether or not they've breached this part of the contract." (Record \_\_\_\_, July 20-21, 2023 TR p. 169, lines 7-9)

Finally, Gale complains that D. R. Horton's discussion of insurance is "improper." Certainly, not. Insurance is in their contract. Indeed, it is central to their contract. It is a requirement that D. R. Horton be named as an "Additional Insured" to relieve Gale from the expense of its contractual obligations. The resistance to D. R. Horton in this case is from Gale's insurance carrier, which is obligated to protect D. R. Horton as an Additional Insured. The separate lawsuit by D. R. Horton against that insurance company does not, however, erase Gale's direct obligation to D. R. Horton under their contract. Again, at minimum, this is a jury issue.

### CONCLUSION

This is a simple appeal. It is only about D. R. Horton's contractual claim against Gale for attorneys' fees, expenses and costs incurred before Plaintiff's eve-of-trial written stipulation limiting the class action claims. All the pages in Gale's brief about everything else are irrelevant because of that stipulation and D. R. Horton's resulting acknowledgement that its other claims should no longer stand. Contrary to Gale's brief, its duty to defend and obligation to D.R. Horton as an additional insured are separate and distinct from the duty to indemnify, but D.R. Horton prevails either way as shown by the judge's other rulings on identical contract provisions. This is an appeal from the grant of Gale's motion for summary judgment. The standard for that is exceedingly high, with all reasonable inferences required to be decided in favor of D. R. Horton and most strongly against Gale. It is a standard that Gale has not met. Even the trial judge in this case has so decided on other similar motions by other subcontractors at the Rose Hill subdivision. D. R. Horton requests that the grant of summary judgment be reversed and that

the case be remanded for trial on its claim, including its contractual right to attorneys' fees and expenses for enforcing that claim.

May 13, 2024

Respectfully,

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# ATTACHMENT 2

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

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Third-Party Defendants,

of which Builder Services Group (f/k/a Masco Contractor  
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Respondents.

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FINAL REPLY BRIEF OF  
 APPELLANT REPLYING TO RESPONDENT GALE

---

## INTRODUCTION

The brief filed by Respondent Builder Services Group, Inc. d/b/a Gale Contractor Services argues many things that are not an issue on this appeal. This is an appeal by Appellant D. R. Horton, Inc. against Gale for attorneys' fees, expenses and costs. It is based on a contract between the parties. That is all. When Plaintiff's counsel limited their claims on the eve of Gale's summary judgment hearing by filing a written stipulation, D. R. Horton's counsel acknowledged that this removed the other issues from the case. (Record pp. 1481 line 17-1482 line 1, Tr. July 20, 2023-July 21, 2023, pp. 171 lines 17-25 -172 line 1; Record pp. 969-971, Plaintiff's Stipulation As To Limitation On Claims, filed July 20, 2023) Only the attorneys' fees, expenses and costs incurred before the stipulation are at issue.

This is an appeal from the grant of a motion for summary judgment. Gale notes this in its brief, but then argues the appeal as though it is based on the trial judge's ruling after a full non-jury trial. The two standards are different. The standard for summary judgment is "reasonable inference" concerning a "genuine issue as to any material fact." Rule 56(c), SCRPC; *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 892 S.E.2d 297 (2023). "In determining whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the nonmoving party." *Quail Hill, LLC v. Cnty. of Richland*, 387 S.C. 223, 235, 692 S.E.2d 499, 505 (2010). "All ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party." *Murray v. Holnam, Inc.*, 344 S.C. 129, 137, 542 S.E.2d 743, 747 (Ct. App. 2001).

Gale's Brief and Designation of Record also included references to items that were not before the trial court at the time the summary judgment decision was ordered. Appellant had

Gale's attempt to interject a case in another county that was not before the trial court is improper. The facts and pleadings of that case were not put into evidence; and all references to matters that were not before the trial court when the summary judgment decision was issued were ordered stricken from the Record on Appeal. Moreover, the case is irrelevant. A separate lawsuit by D. R. Horton against Gale's insurance company would not erase Gale's direct obligation to D. R. Horton under their contract. Again, at minimum, this is a jury issue.

### CONCLUSION

This is a simple appeal. It is only about D. R. Horton's contractual claim against Gale for attorneys' fees, expenses and costs incurred before Plaintiff's eve-of-trial written stipulation limiting the class action claims. All the pages in Gale's brief about everything else are irrelevant because of that stipulation and D. R. Horton's resulting acknowledgement that its other claims should no longer stand. Contrary to Gale's brief, its duty to defend and obligation to D.R. Horton as an additional insured are separate and distinct from the duty to indemnify, but D.R. Horton prevails either way as shown by the judge's other rulings on identical contract provisions. This is an appeal from the grant of Gale's motion for summary judgment. The standard for that is exceedingly high, with all reasonable inferences required to be decided in favor of D. R. Horton and most strongly against Gale. It is a standard that Gale has not met. Even the trial judge in this case has so decided on other similar motions by other subcontractors at the Rose Hill subdivision, which is discussed in detail in Appellant's Reply Brief to Respondent IBP, and which is incorporated herein. D. R. Horton requests that the grant of summary judgment be reversed and that the case be remanded for trial on its claim, including its contractual right to attorneys' fees and expenses for enforcing that claim.

The undersigned certifies that this Final Brief complies with Rule 211(b), SCACR.

September 22, 2025

Respectfully,

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THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM ANDERSON COUNTY  
Court of Common Pleas

Hon. R. Scott Sprouse, Circuit Court Judge

**RECEIVED**

**Oct 21 2025**

**SC Court of Appeals**

Case No. 2019CP041942  
Appellant Case No. 2023-001401

Natalie Zitek, individually, and on behalf of  
all others similarly situated; ..... Plaintiff,

v.

D. R. Horton, Inc., Jane Doe#1-10; and,  
John Doe #1-50, ..... Defendant

D.R. Horton, Inc., ..... Appellant,

v.

A&J Landscaping & Grading LLC, A/K/A AJ Landscaping  
& Grading, Inc; Allpro Textures, LLC; Alpha Omega  
Construction Group, Inc.; American Concrete and  
Precast, Inc., A/K/A ACP Concrete, Inc.; A&J Framing,  
Inc; Alpha E.M.C; A-Z, Inc.; Atlanta Floor Designs  
Center; A Grade Above Others, LLC; Brand-Vaughn  
Lumber Co., Inc.; BFK Builders, Inc; Builders  
Designhouse, LLC; BMC EAST, LLC D/B/A Coleman  
Floor, LLC; Builders Firstsource Southeast Group,  
LLC, A/K/A Builders Firstsource Inc.; Bravo Carpenters,  
Inc.; Caryl Mechanics II, Inc.; Caryl Mechanicals, Inc.;  
Cannaday Siding and Gutter, Inc; Cortes Painting, LLC;  
CBU Enterprises, Inc.; CPI Security Systems, Inc.; Dom  
Group, LLC; Ferguson Enterprises, Inc.; Five Star  
Construction Inc.; Five Star Foundations, LLC;

Galloway-Bell, Inc.; A/K/A Galloway-Bell, Inc. II BGET  
Floored, LLC; GBS Buildings Supply-Us LBM, LLC,  
A/K/A GBS Building Supply, Inc.; General Shale Brick  
Inc.; Greener Pastures, Inc. A/K/A Greener Pastures of  
Aiken, Inc; IBP Asset, LLC D/B/A Blue Ridge Building  
Products; JLS Masonry, Inc.; Kings Landscaping, LLC;  
Landshapers, LLC; Lade-Danler, Inc.; Lansing Building  
Products, Inc.; Long Heating & Air Conditioning, Inc.;  
L&M Electric, Inc.; Manale Landscaping, LLC; MJ  
Cowboys, LLC; M&L General Construction, LLC.  
A/K/A M&L General Construction, Inc.; M&Lreyna  
Construction, LLC; M&M Foundations, LLC; Nazareth  
Builders, LLC, NB Contractors, LLC; Poinsett  
Development, LLC; Poinsett Homes, LLC; P&T  
Construction, LLC; P&L Enterprises, LLC; Probuild  
Company, A/K/A Probuild Holdings, Inc.; Rite Rug Co.;  
Rodney Howard Grading Co.; Sandlapper Concrete,  
LLC; Sodfather, Inc.; Landscape Contractors; Stock  
Building Supply, LLC; Topbuild Home Services, Inc,  
A/K/A Gale Gale Contractors Service; Tucker Materials,  
Inc., A/K/A Gypsum; UTM Enterprises, Inc.; Dupree  
Plumbing Company, Inc.; Willow Tree Landscaping,  
Inc., .....

Third-Party Defendants,

of which Builder Services Group (f/k/a Masco Contractor  
Services Central Inc. f/k/a Gale Industries, Inc. d/b/a Gale  
Contractors Services) and IBP Assets, LLC d/b/a Blue  
Ridge Building Products are the .....

Respondents.

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PROOF OF SERVICE

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I hereby certify that I have served the Appellant's Reply in Support of its Motion to Strike the Sur-Reply Brief of Respondents IBP Assets, LLC, d/b/a Blue Ridge Building Products and Gale Industries, Inc. on all parties of record by emailing a copy to each as follows:

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October 21, 2025

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