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**May 04 2026**

**SC Court of Appeals**

**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

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APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Dale E. Van Slambrook, Circuit Court Judge

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Appellate Case No. 2026-000912  
Court of Common Pleas Case No. 2022-CP-10-01859

Greystone Homeowners Association, Inc.,

Appellant,

v.

Contract Exteriors, LLC and Contract Exteriors of Charleston

Respondents.

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**APPELLANT’S RETURN TO RESPONDENT’S MOTION TO REMAND**

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Appellant Greystone Homeowners Association, Inc., by and through its undersigned counsel, respectfully submits this Return in Opposition to Respondent’s Motion to Remand and request that the Motion be DENIED.

**BACKGROUND**

This case concerns construction defects at the Greystone Horizontal Property Regime, a condominium project comprised of fifty units across six buildings, involving damage to both common elements and interior elements. The case was tried before a Charleston County jury January 20, 2026, and resulted in a jury verdict on January 23, 2026. During the trial of this case,

Respondents requested the Court address entitlement to set-off, but this was not ruled upon during the trial of the case. The Court required all post-trial motions due ten (10) days later on February 2, 2026.

The Court entered an Order on Respondents' Motion for Election of Remedies on February 6, 2026, selecting the negligence award, resulting in an enrolled judgment. The Court addressed the remaining post-trial motions in its March 25, 2026, Order. Appellant filed its Notice of Appeal on April 10, 2026 regarding the Election of Remedies Order and the two Form 4 Orders entered on March 11, 2026. The Order specifically stated "The Court now addresses the remaining outstanding post-trial Motions from both parties." The Respondents failed to file a Motion to Alter and/or Amend on the fact the trial court did not rule on the outstanding Motion for Set-off. Despite ruling on all post trial motions, the trial court set a separate hearing on the issue of set-off that was raised during the trial on April 22, 2026. At that hearing, the trial court judge stated he did not retain jurisdiction due to the pending appeal. Respondents filed the Motion to Remand on April 22, 2026.

### **ARGUMENT**

Respondents' Motion for Set-off is premised on a single theory: that Appellant recovered damages at trial for roof defects for which other defendants previously settled, entitling Contract Exteriors to a dollar-for-dollar credit under S.C. Code Ann. § 15-38-50. A right to set-off requires a showing that the plaintiff received compensation from a settling party for the same injury at issue in the verdict. Where the verdict does not include damages attributable to the settling parties' work, there is no double recovery and no basis for setoff. See *Jolly v. Fisher Controls Int'l, LLC*, 443 S.C. 511, 905 S.E.2d 380 (2024); *Welch v. Epstein*, 342 S.C. 279, 536 S.E.2d 408 (Ct. App. 2000).

The trial court's March 25, 2026, Order eliminates that premise and ruled on all post trial

motions in this Order. In denying Respondents' Motion for New Trial, the Court directly addressed whether the jury awarded any roof-related damages: "There is no indication to the Court the jury gave any consideration to roof replacement. Additionally, the evidence suggests the verdict amount can be substantiated without need to include any roofing costs/damages." March 25, 2026, Order at 4. This finding is dispositive. The trial court has already determined that the verdict is fully supportable without any roofing costs or damages. If roofing damages played no role in the verdict, there is nothing attributable to the settling roofing contractors to offset. The motion for set-off presents no live issue. It is moot.

Remanding so the circuit court can formally rule on a motion whose factual foundation has already been eliminated would accomplish nothing except to multiply proceedings. The Court of Appeals should decline to do so.

Respondents argue remand would "prevent multiple appeals." That argument fails as there is no meaningful ruling the circuit court can now enter on set-off. The trial court has already found the verdict contains no roofing damages and therefore, no set-off. Any order purporting to grant set-off would contradict the court's own factual findings in the March 25, 2026, Order. Any order denying set-off would simply confirm what the record already reflects. Neither outcome requires a remand.

This appeal is newly filed. The transcript has not yet been received. Granting remand at this stage, for a motion that is moot and/or ruled upon, would delay resolution of Appellant's legitimate appellate issues. Furthermore, Respondents waived their rights to challenge this Order by requesting the Court address those issues if they feel they were not ruled upon. There was no Motion to Alter or Amend filed and furthermore, the trial court specifically stated the jury did not award any roofing damages, the entire premise of the set-off argument. Where an issue is raised

to but not ruled on by the trial court, the party must file a motion to alter or amend the judgment to preserve the issue for appellate review). *I'On, LLC v. Town of Mt. Pleasant*, 338 S.C. 406, 422, 526 S.E.2d 716, 724 (2000).

For these reasons, Appellant respectfully requests that this Court deny Respondents Motion to Remand and proceed with the Appeal as filed.

s/: Amanda M. Blundy  
Amanda M. Blundy  
English H. Maull  
Blundy Law Firm, LLC  
297 Seven Farms Drive, Suite 200  
Charleston, SC 29492  
843.867.6050  
ablundy@blundylawfirm.com  
emaull@blundylawfirm.com

Charleston, South Carolina  
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Attorneys for Appellant

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**PROOF OF SERVICE**

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The undersigned hereby certifies that on May 4, 2026, a copy of Appellant Greystone Homeowners Association, Inc.'s Return to Respondent's Motion to Remand was served on counsel of record via email containing the above-referenced document to counsels' individual AIS email addresses as follows:

Jenny Costa Honeycutt, Esq. (SC Bar No. 72657)  
Costa Honeycutt, LLC  
PO Box 13823  
Charleston, SC 29422  
843.958.4030  
jenny@costahoneycutt.com

-and-

Sarah P. Spruill, Esq. (SC Bar No. 68337)  
Haynsworth Sinkler Boyd, P.A.  
One North Main Street, 2nd Floor  
Greenville, South Carolina 29601  
864.240.3220  
sspruill@hsblawfirm.com

*Attorneys for Respondents*

Respectfully Submitted,

s/Amanda M. Blundy

Amanda M. Blundy (S.C. Bar No. 73069)  
English H. Maull (S.C. Bar No. 104321)  
Blundy Law Firm, LLC  
297 Seven Farms Drive, Suite 200  
Charleston, SC 29492  
(843) 867-6050  
ablundy@blundylawfirm.com  
emaull@blundylawfirm.com

*Attorneys for Appellant Greystone  
Homeowners Association, Inc.*

May 4, 2026  
Charleston, South Carolina