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S.C. SUPREME COURT

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September 14, 2026
VIA EMAIL AND US MAIL

Patricia A. Howard
South Carolina Supreme Court Clerk
Post Office Box 11330
Columbia, SC 29211

Re: Builders FirstSource Southeast Group, LLC v. ECC Contracting LLC,
MI Windows and Doors, Inc., Hurley Services, LLC, Charleton Exteriors LLC
Civil Action No.: 2020-000415 2025-001176
Our File No.: 11742.1 SPH

Dear Ms. Howard:

Arguments in the captioned action are scheduled to be conducted before the South Carolina Supreme Court on Tuesday, October 13, 2026.

It has come to my attention that the Reply Brief of the Petitioner, Builders FirstSource, submitted to the Court on March 23, 2026, is characterized by a typographical error by which an important phrase was excluded from the final paragraph of page 3. The Paragraph, as it should have appeared in the Brief, is as follows (inclusive of the previously excluded phrase, set forth hereinbelow in emboldened print):

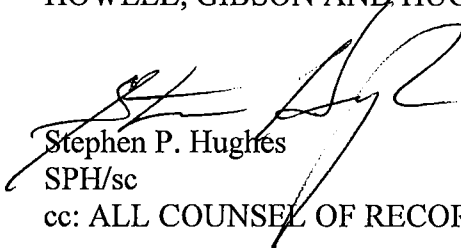
“Respondent’s assertion, that a contractual provision requiring the indemnitor to indemnify its indemnitee against damages occasioned by the indemnitor’s own concurrent negligence, **must be set forth in clear and unequivocal terms**, is not only contrary to establish law, but could, effectively, eviscerate contractual indemnity as a means of agreed-upon risk allocation, reducing such contractual indemnity to the equivalent of equitable indemnity¹. ECC has cited no support for its novel contention, its arguments are without merit, and those arguments should not be entertained by this Court.”

It is my understanding that this correspondence will serve as adequate revision/correction of the Petitioner's Reply Brief. However, in the event that there requires any further action to assure such correction, please advise me.

Thanking you for your continuing consideration.
With kindest regards, I am

Yours truly,

HOWELL, GIBSON AND HUGHES, P.A.

A handwritten signature in black ink, appearing to read 'Stephen P. Hughes', is written over the typed name and extends upwards and to the right.

Stephen P. Hughes

SPH/sc

cc: ALL COUNSEL OF RECORD