

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

Beresford Commons HOA, Inc.
 Plaintiff)

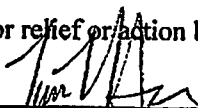
v.)

Penuel Construction, LLC, et al.,
 Defendant.)

IN THE COURT OF COMMON PLEAS

CASE NO.
2013-CP-00179

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney: , Bar No. Address: phone: fax: e-mail: other:		Defendant's Attorney: Tim Newton, Esquire Address: P.O. Box 6648, Columbia, SC 29260 phone: 803-782-4100 fax: e-mail: tnewton@murphygrantland.com other:	
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Motion to Intervene Estimated Time Needed: 30 minutes Court Reporter Needed: <input type="checkbox"/> YES / <input checked="" type="checkbox"/> NO			
SECTION II: Motion/Order Type			
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
 Signature of Attorney for <input type="checkbox"/> Plaintiff / <input checked="" type="checkbox"/> Defendant			January 25, 2017 Date submitted
SECTION III: Motion Fee			
<input type="checkbox"/> PAID - AMOUNT: <input type="checkbox"/> EXEMPT: <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support (check reason) <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: <input type="checkbox"/> Other:			
JUDGE'S SECTION			
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:		JUDGE _____ CODE: _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____			Date Filed: _____
<input type="checkbox"/> MOTION FEE COLLECTED: _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: _____			

SCCA/233 (11-03)

RECEIVED

EXHIBIT A

FEB 08 2017

SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

BERESFORD COMMONS HOMEOWNERS
ASSOCIATION, INC.,

Plaintiffs,

vs.

PORTRAIT HOMES-SOUTH CAROLINA,
LLC, PORTRAIT HOMES-BERESFORD
COMMONS, LLC, PASQUINELLI
HOMEBUILDING, LLC, JJA
CONSTRUCTION, INC., D/B/A JJA
FRAMING, JOSE CASTILLO D/B/A JJA
FRAMING, SAMUEL GLOVER,
GLOVER'S BRICKWORKS, INC., Z & Z,
INCORPORATED, UNITED SIDING
SPECIALISTS, INC., SUPERIOR
SOLUTION, LLC, ALL AMERICAN
ROOFING, INC., JUAN LUIS SANCHEZ,
ALFONSO VILLAVICENIO D/B/A
ALFONSO'S PAINTING, HERITAGE
CONSTRUCTION CONSULTANTS, INC.,
ROBERT H. YARNEL D/B/A HERITAGE
CONSTRUCTION CONSULTANTS, INC.
VICTOR MANUEL FERNANDEZ JIMENEZ
D/B/A MJF ROOFING SPECIALIST,
ARTURO TORRES SOLACHE, TRINIDAD
OLIVIA GARCIA, LUIS HERNANDEZ
D/B/A CNN ROOFING, NORLAN
CERRATO, AMERICAN RESIDENTIAL
SERVICES OF SC, INC., AMERICAN
RESIDENTIAL SERVICES, LLC, SMITH'S
HEATING & AIR CONDITIONING CO.,
INC., MAURILIO G. DEMENDONCA,
GILDO RODRIGUES DE MELO D/B/A
BRAZIL VINYL SIDING, VINICIUS
ARAUJO A/K/A VINICIUS ARAUJO
FREITAS, LUCAS RODRIGUEZ
BARCELOS, GUILHERMERME DOS
SANTOS, RENATO SECOMANDI D/B/A
NEW CANAAN CARPENTRY, DONALD
LEE D/B/A VINYL SIDING SPECIALISTS,

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2013-CP-08-0179

**NOTICE OF MOTION AND
MOTION TO INTERVENE BY
NATIONWIDE MUTUAL FIRE
INSURANCE COMPANY
FOR THE LIMITED PURPOSE OF
SUBMITTING A SPECIAL VERDICT FORM
OR SPECIAL INTERROGATORIES**

RONEDUES VENTURA D/B/A
PROVIDENCIA SIDING, NICHOLAS
OWENS, WELINTON REZENDE, LEVI
ARRUDA, ARGENTINO JOSE CAMPOS,
WELLEN RESENDE BUENO, CHARLES
BOWSWER D/B/A CBW SERVICE,
MARCIO NUNES DA SILVA, JOSE
GERALDO DOS REIS, MILTON DIAS
D/B/A MILTON DIAS SIDING, AND
LEANDRO DE PAULO ARAUJO, TOM'S
VINYL SIDING, UNIVERSAL FOREST
PRODUCTS, INC., UNIVERSAL FOREST
PRODUCTS EASTERN DIVISION, INC.
N/K/A UFP EASTERN DIVISION, INC.,
UNIVERSAL FOREST PRODUCTS
SHOFFNER, LLC, GUY C. LEE BUILDING
MATERIALS, LLC BENJAMIN MORA
D/B/A MORA CONSTRUCTION
BENJAMIN MORA CONSTRUCTION,
LLC, BUILDERS' FIRSTSOURCE-
SOUTHEAST GROUP, LLC, JAMES W.
WENTLING, AIA, R.B.A., INC. D/B/A
LIFESTYLE U.S.A. DESIGN, LIFESTYLE
DESIGN USA, LTD., CTS OF
SUMMERVILLE, INC. F/K/A CAROLINA
TRUSS SYTEMS, INC., GRADE A LAND
SERVICES, LLC, SALUDA HILL, INC.
MARCINIAK CONSTRUCTION CO., INC.
CAROLINA LANDSCAPE GROUP, INC.,
PLANTATION SCAPES, INC. AND M AND
J SIDING AND CONSTRUCTION, LLC,

Defendants.

TO: ALL COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT pursuant to Rule 24(a)(1), SCRPC, or, in the alternative, pursuant to Rule 24(b)(2), SCRPC, Applicant, Nationwide Mutual Fire Insurance Company, hereby moves to intervene in this action for the limited purpose of submitting a special verdict form or special interrogatories to the jury.

Nationwide Mutual Fire Insurance Company (“Nationwide”) is entitled to intervention as a commercial general liability (“CGL”) carrier for Defendant SUPERIOR SOLUTION, LLC (“Superior Solution”), as its rights may be affected by a disposition of this case on the merits. This motion is made on the following grounds:

1. Superior Solution is a named insured under two CGL policies (hereinafter collectively “the Policies”) issued by Nationwide. Policy number 61 AC 762-152-3001 was in effect from November 18, 2005 to November 18, 2006. A renewal policy was issued with the same policy number, and that coverage was in effect until May 17, 2007, when the named insured on the policy was changed to reflect another entity that is not named as a defendant in this action. Copies of the Policies are attached as Exhibits A and B, respectively.

2. The Policies only cover “sums that the insured becomes legally obligated to pay as damages because of . . . ‘property damage’ . . . to which this insurance applies.” (Exh. A and B, Form ACP-0007 (6-05), ¶ A.1.a.)

3. The Policies only apply to “property damage” if it is caused by an “occurrence.” (*Id.* at ¶ A.1.b.(1)(a).)

4. The policies define “property damage” as physical injury to tangible property, including all resulting loss of use of that property. (*Id.* at ¶ F.16.a.) “Occurrence” is defined as “an accident, including continuous and repeated exposure to substantially the same general harmful conditions.” (*Id.* at ¶ F.12.)

5. Under the contractual terms of the Policies, as interpreted by South Carolina law, defective construction is not covered. Crossmann Cmty. of N.C., Inc. v. Harleysville Mut. Ins. Co., 395 S.C. 40, 50, 717 S.E.2d 589, 594 (2011). However, resulting damage to otherwise non-defective components may constitute covered “property damage” caused by an “occurrence,” satisfying the requirements of the insuring agreement. *Id.*

6. Additionally, the contractual terms of the Policies exclude coverage for “‘property damage’ to ‘your work’ arising out of it or any part of it. . . .” (Exh. A and B, Form ACP-0007 (6-05), ¶ B.1.m.) This exclusion applies to completed operations claims. The exception for subcontractor work does not apply because there is no evidence that Superior Solution used subcontractors to complete its work. Accordingly, any damage to Superior Solution’s work that is caused by Superior Solution’s negligence is excluded.

7. Upon information and belief, the plaintiff in this matter intends to present evidence of defective construction by Superior Solution at the trial of this action.

8. To the extent damages are awarded against Superior Solution for defective construction that has not caused damage to building components outside of Superior Solution’s scope of work, the damages awarded are not damages to which the Policies apply, and they are therefore not covered.

9. The contractual terms of the Policies and South Carolina law require an allocation between damages awarded because of defective workmanship and damages awarded because of resulting damage to building components outside of Superior Solution’s scope of work.

10. Nationwide contends that this allocation does not involve relitigating the issue of damages; it is rather a determination of the amount of covered damages under the contractual terms of the Policies and South Carolina law based upon a review of the evidence submitted at trial in this action. Nevertheless, the Supreme Court of South Carolina has recently held in *dicta* that this contractual allocation of covered damages may not be made in a separate coverage action. Harleysville Group Ins. v. Heritage Cmty. Inc., et al., 2017 WL 105021, Op. No. 27698 (S.C. Sup. Ct. filed Jan. 11, 2017) (Shearouse Adv. Sh. No. 2 at 21, 36 n.11).

11. The Supreme Court’s holding in Harleysville represents a fundamental change in South Carolina law.

12. Generally, insurers lack standing to intervene in underlying actions to determine liability. Ex Parte Gov't Employee's Ins. Co., 373 S.C. 132, 138-39, 644 S.E.2d 699, 702-03 (2007); Baker Hosp. v. Fireman's Fund Ins. Co., 314 S.C. 98, 101, 441 S.E.2d 822, 823 (1994) (citing Blue Cross and Blue Shield of S.C. v. S.C. Indus. Comm'n), 274 S.C. 204, 262 S.E.2d 35 (1980)). These holdings were based upon the understanding that factual determinations for coverage purposes could be litigated in separate coverage actions. See Ex Parte GEICO, 373 S.C. at 137, 644 S.E.2d at 702. Harleysville appears to contradict this prior understanding.

13. The Harleysville court cited two cases in support of its holding. Neither of these cases presented an absolute bar to litigating factual issues intertwined with underlying tort actions in a separate coverage action.

14. The first case, Owens Insurance Co. v. Clayton, 364 S.C. 555, 561-62, 614 S.E.2d 611, 614-15 (2005), is inapplicable because it addressed a general verdict based upon more than one cause of action. Because one of the causes of action (defamation) was covered, the court held that the damages awarded were covered. Id. Owens does not stand for the proposition that simply because some damages are covered, the entire judgment is covered, despite policy language to the contrary.

15. The second case cited in Harleysville involved an arbitration proceeding in which the insurer was apparently a participant. See Auto Owners Ins. Co., Inc. v. Newman, 385 S.C. 187, 684 S.E.2d 541 (2009). The court indicated that "Auto-Owners represented Trinity in binding arbitration, made mandatory by the terms of the insurance contract." Newman, 385 S.C. at 198 n.5, 684 S.E.2d at 547 n.5. In construction defect litigation, liability carriers typically do not "represent" their insureds in proceedings held pursuant to arbitration agreements in insurance policies. Therefore, the Newman holding appeared to be limited to the special facts and circumstances of that case until Harleysville.

16. Therefore, Harleysville represents a significant change in South Carolina law. Because the opinion appears to hold that insurers are barred from litigating factual issues that are intertwined with the underlying tort litigation in separate coverage actions, liability insurers now have no choice but to move to intervene in the underlying tort litigation. A holding that insurers lack standing to intervene would deny insurers a forum in which to litigate such coverage issues, thus violating due process.

17. Accordingly, Nationwide hereby moves to intervene in this action for the limited purpose of participating in the drafting of a special verdict form or submitting special interrogatories to the jury regarding the amount of any damages award that is for defective work as opposed to resulting damage to building components outside Superior Solution's scope of work.

18. Under South Carolina law, a party seeking intervention under Rule 24(a)(2), SCRCPP, must: (1) establish timely intervention; (2) assert an interest relating to the property or transaction which is the subject of the action; (3) demonstrate that it is in a position such that without intervention, disposition of the action may impair or impede its ability to protect that interest; and (4) demonstrate that its interest is inadequately represented by other parties. In re Horry County State Bank, 361 S.C. 503, 508, 604 S.E.2d 723, 725 (Ct. App. 2004).

19. Nationwide's motion to intervene is timely. As discussed above, grounds did not exist for seeking intervention until the Harleysville opinion was released on January 11, 2017.

20. Nationwide has an interest relating to the property or transaction which is the subject of this action. As discussed above, this action represents the only forum in which Nationwide can obtain an allocation as to the amount of covered damages under the Policies.

21. Nationwide is in a position such that, without intervention, disposition of this action will impair or impede its ability to protect that interest. The Supreme Court has held that if intervention is not sought, an insurer waives its right to seek an allocation as to the amount of

covered damages. Harleysville, 2017 WL 105021 at *7 n.11; Newman, 385 S.C. at 198, 684 S.E.2d at 547.

22. Nationwide is not adequately represented by other parties to this action. None of the parties to this action have an incentive to seek an allocation as to the amount of covered damages. The interests of the plaintiff and Superior Solution are aligned against the interest of Nationwide. Indeed, federal courts often realign parties to coverage litigation to reflect the fact that the interests of the liability carrier are adverse to the interests of both the plaintiffs and the defendants in the underlying tort litigation. See Bi-Lo, LLC v. Nat'l Union Fire Ins. Co. of Pittsburgh, C.A. No. 0:14-cv-00335-CMC, 2014 WL 12605522 at *7-8 (D.S.C. Apr. 30, 2014). When the interests of the party seeking intervention are adverse to the interests of the party litigants, "there is an obvious lack of adequate representation." In re Horry Bounty State Bank, 361 S.C. at 509, 604 S.E.2d at 726.

23. Accordingly, Nationwide has satisfied all of the elements for intervention of right under Rule 24(a)(2). The use of the mandatory term "shall be permitted to intervene" demonstrates that this right is not subject to this Court's discretion.

24. In the alternative, Nationwide also moves to intervene under Rule 24(b). Permissive intervention is allowed at the court's discretion based upon the existence of a common question of fact or law between the underlying litigation and the intervenor's claims or defenses. S.C. Tax Comm'n v. Union County Treasurer, 295 S.C. 257, 263, 368 S.E.2d 72, 75 (Ct. App. 1988). Sound administrative procedure favors the disposition of all claims or defenses in a single action. Id. As discussed above, this action represents the only forum in which an allocation of covered versus non-covered damages can be made.

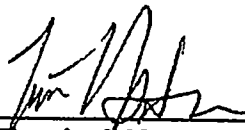
25. Nationwide's motion to intervene is made for the limited purpose of presenting the jury with a special verdict or special interrogatories for a finding as to allocation between covered

and non-covered damages. Courts have allowed limited intervention for a special purpose. Davis v. Jennings, 304 S.C. 502, 504, 405 S.E.2d 601, 603 (1991) (holding that intervention is appropriate for third-party challenges to protective orders).

26. Upon information and belief, the granting of this motion will not unduly delay or prejudice the adjudication of the rights of the original parties to the instant action, in that intervention is for the limited purpose of determining the form of the verdict to be submitted to the jury, and intervention will not impact the ability of the original parties to present their claims and/or defenses at trial.

Nationwide respectfully moves to intervene in this action pursuant to Rule 24(a) and (b) for the limited purpose of participating in the drafting of a special verdict or submitting special interrogatories to the jury in order to obtain findings of fact necessary for an allocation between covered and non-covered damages under the Policies. The grounds for this Motion are set forth above. Nationwide's proposed special interrogatories are attached.

MURPHY & GRANTLAND, P.A.



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*Attorneys for Nationwide Mutual Fire Insurance
Company*

Columbia, South Carolina
January 25, 2017

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

BERESFORD COMMONS HOMEOWNERS
ASSOCIATION, INC.,

Plaintiffs,

vs.

PORTRAIT HOMES-SOUTH CAROLINA,
LLC, PORTRAIT HOMES-BERESFORD
COMMONS, LLC, PASQUINELLI
HOMEBUILDING, LLC, JJA
CONSTRUCTION, INC., D/B/A JJA
FRAMING, JOSE CASTILLO D/B/A JJA
FRAMING, SAMUEL GLOVER,
GLOVER'S BRICKWORKS, INC., Z & Z,
INCORPORATED, UNITED SIDING
SPECIALISTS, INC., SUPERIOR
SOLUTION, LLC, ALL AMERICAN
ROOFING, INC., JUAN LUIS SANCHEZ,
ALFONSO VILLAVICENIO D/B/A
ALFONSO'S PAINTING, HERITAGE
CONSTRUCTION CONSULTANTS, INC.,
ROBERT H. YARNEL D/B/A HERITAGE
CONSTRUCTION CONSULTANTS, INC.
VICTOR MANUEL FERNANDEZ JIMENEZ
D/B/A MJF ROOFING SPECIALIST,
ARTURO TORRES SOLACHE, TRINIDAD
OLIVIA GARCIA, LUIS HERNANDEZ
D/B/A CNN ROOFING, NORLAN
CERRATO, AMERICAN RESIDENTIAL
SERVICES OF SC, INC., AMERICAN
RESIDENTIAL SERVICES, LLC, SMITH'S
HEATING & AIR CONDITIONING CO.,
INC., MAURILIO G. DEMENDONCA,
GILDO RODRIGUES DE MELO D/B/A
BRAZIL VINYL SIDING, VINICIUS
ARAUJO A/K/A VINICIUS ARAUJO
FREITAS, LUCAS RODRIGUEZ
BARCELOS, GUILHERMERME DOS
SANTOS, RENATO SECOMANDI D/B/A
NEW CANAAN CARPENTRY, DONALD

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2013-CP-08-0179

**PROPOSED
SPECIAL INTERROGATORIES
SUBMITTED BY
NATIONWIDE MUTUAL FIRE
INSURANCE COMPANY**

LEE D/B/A VINYL SIDING SPECIALISTS,
RONEDUES VENTURA D/B/A
PROVIDENCIA SIDING, NICHOLAS
OWENS, WELINTON REZENDE, LEVI
ARRUDA, ARGENTINO JOSE CAMPOS,
WELLEN RESENDE BUENO, CHARLES
BOWSWER D/B/A CBW SERVICE,
MARCIO NUNES DA SILVA, JOSE
GERALDO DOS REIS, MILTON DIAS
D/B/A MILTON DIAS SIDING, AND
LEANDRO DE PAULO ARAUJO, TOM'S
VINYL SIDING, UNIVERSAL FOREST
PRODUCTS, INC., UNIVERSAL FOREST
PRODUCTS EASTERN DIVISION, INC.
N/K/A UFP EASTERN DIVISION, INC.,
UNIVERSAL FOREST PRODUCTS
SHOFFNER, LLC, GUY C. LEE BUILDING
MATERIALS, LLC BENJAMIN MORA
D/B/A MORA CONSTRUCTION
BENJAMIN MORA CONSTRUCTION,
LLC, BUILDERS' FIRSTSOURCE-
SOUTHEAST GROUP, LLC, JAMES W.
WENTLING, AIA, R.B.A., INC. D/B/A
LIFESTYLE U.S.A. DESIGN, LIFESTYLE
DESIGN USA, LTD., CTS OF
SUMMERVILLE, INC. F/K/A CAROLINA
TRUSS SYTEMS, INC., GRADE A LAND
SERVICES, LLC, SALUDA HILL, INC.
MARCINIAK CONSTRUCTION CO., INC.
CAROLINA LANDSCAPE GROUP, INC.,
PLANTATION SCAPES, INC. AND M AND
J SIDING AND CONSTRUCTION, LLC,

Defendants.

1. If the jury finds in favor of Plaintiff and against Superior Solution, LLC and awards damages, indicate the amount of the damages that are for removal and replacement of the defective work of Superior Solution, LLC: \$ _____.

2. If the jury finds in favor of Plaintiff and against Superior Solution, LLC and awards damages, indicate the amount of the damages proximately caused by Superior Solution, LLC's

negligence that are for damage to building components that are outside of Superior Solution's scope of work: \$_____.

The amount indicated in response to Special Interrogatory #1 plus the amount indicated in response to Special Interrogatory #2 should equal the total damages awarded against Superior Solution, LLC.

MURPHY & GRANTLAND, P.A.

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(803) 782-4140 (facsimile)
Email: tnewton@murphygrantland.com

*Attorneys for Nationwide Mutual Fire Insurance
Company*

Columbia, South Carolina
January __, 2017

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2013-CP-08-00179

BERESFORD COMMONS HOMEOWNERS
ASSOCIATION, INC.,

Plaintiffs,

vs.

PORTRAIT HOMES-SOUTH CAROLINA,
LLC, PORTRAIT HOMES-BERESFORD
COMMONS, LLC, PASQUINELLI
HOMEBUILDING, LLC, JJA
CONSTRUCTION, INC., D/B/A JJA
FRAMING, JOSE CASTILLO D/B/A JJA
FRAMING, SAMUEL GLOVER,
GLOVER'S BRICKWORKS, INC., Z & Z,
INCORPORATED, UNITED SIDING
SPECIALISTS, INC., SUPERIOR
SOLUTION, LLC, ALL AMERICAN
ROOFING, INC., JUAN LUIS SANCHEZ,
ALFONSO VILLAVICENIO D/B/A
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ROBERT H. YARNEL D/B/A HERITAGE
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VICTOR MANUEL FERNANDEZ JIMENEZ
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ARTURO TORRES SOLACHE, TRINIDAD
OLIVIA GARCIA, LUIS HERNANDEZ
D/B/A CNN ROOFING, NORLAN
CERRATO, AMERICAN RESIDENTIAL
SERVICES OF SC, INC., AMERICAN
RESIDENTIAL SERVICES, LLC, SMITH'S
HEATING & AIR CONDITIONING CO.,
INC., MAURILIO G. DEMENDONCA,
GILDO RODRIGUES DE MELO D/B/A
BRAZIL VINYL SIDING, VINICIUS
ARAUJO A/K/A VINICIUS ARAUJO
FREITAS, LUCAS RODRIGUEZ
BARCELOS, GUILHERMERME DOS
SANTOS, RENATO SECOMANDI D/B/A
NEW CANAAN CARPENTRY, DONALD
LEE D/B/A VINYL SIDING SPECIALISTS,

CERTIFICATE OF SERVICE

RONEDUES VENTURA D/B/A
PROVIDENCIA SIDING, NICHOLAS
OWENS, WELINTON REZENDE, LEVI
ARRUDA, ARGENTINO JOSE CAMPOS,
WELLEN RESENDE BUENO, CHARLES
BOWSWER D/B/A CBW SERVICES,
MARCIO NUNES DA SILVA, JOSE
GERALDO DOS REIS, MILTON DIAS
D/B/A MILTON DIAS SIDING, AND
LEANDRO DE PAULO ARAUJO, TOM'S
VINYL SIDING, UNIVERSAL FOREST
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PRODUCTS EASTERN DIVISION, INC.
N/K/A UFP EASTERN DIVISION, INC.,
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TRUSS SYTEMS, INC., GRADE A LAND
SERVICES, LLC, SALUDA HILL, INC.
MARCINIAK CONSTRUCTION CO., INC.
CAROLINA LANDSCAPE GROUP, INC.,
PLANTATION SCAPES, INC. AND M AND
J SIDING AND CONSTRUCTION, LLC,

Defendants.

I, the undersigned employee of the law offices of Murphy & Grantland, P.A., Attorneys for Nationwide Mutual Fire Insurance Company, do hereby certify that on January 25, 2017, I have served a copy of the foregoing Notice of Motion and Motion to Intervene by Nationwide Mutual Fire Insurance Company for the Limited Purpose of Submitting a Special Verdict Form or Special Interrogatory in connection with the above-referenced case by electronic mail and U.S. mail where indicated to:

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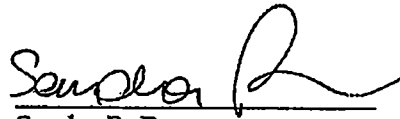
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February 7, 2017

Via Federal Express and electronic mail

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201
jkitchings@sccourts.org

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SC Court of Appeals


RE: Beresford Commons Homeowners Association, Inc. v. Portrait Homes-South Carolina, LLC, et al
Case No.: 2013-CP-08-179

Dear Ms. Kitchings:

Please find enclosed eight (8) copies of Respondent's Exhibit A, which was inadvertently left off our Motion to Dismiss Appeal which was transmitted to the Court for filing late yesterday. If you would, please attach the copies of this Exhibit to our original Motion and each of the seven (7) copies, and please accept our apologies for neglecting to include it.

Should you have any questions or require any additional information, please don't hesitate to contact me.

Sincerely,



Phillip W. Segui, Jr.

PWS/esm

Enclosure

cc: John T. Chakeris, Esquire (w/enclosure)
J.R. Murphy, Esquire (w/enclosure) - via U.S. mail and electronic mail
Adam J. Neil, Esquire (w/enclosure) - via U.S. mail and electronic mail
Timothy J. Newton, Esquire (w/enclosure) - via U.S. mail and electronic mail
Albert A. Lacour, III, Esquire (w/enclosure) - via U.S. mail and electronic mail

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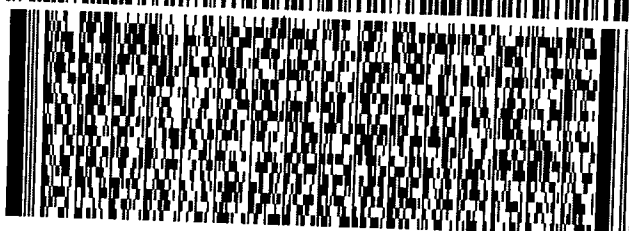
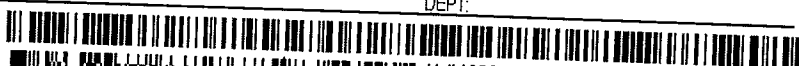
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