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August 15, 2017

The Honorable Jenny A. Kitchings  
South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, SC 29211

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AUG 16 2017  
SC Court of Appeals

Re: Ex Parte: Liberty Mutual Fire Insurance Company, Appellant  
In re: Waverly at Hamlin Plantation Townhome Association, Inc., Respondent  
Appellate Case No. 2017-000474  
Civil Action No. 2013-CP-10-3326 and 2014-CP-10-4335

Blair & Co. File Nos.: 46227 TL, 46228 TL & 46229 TL  
R&A File No: TLA10162  
Sextant File Nos: 36-1408-1001 (policy ZARTE003004, eff. May 26, 2006-2007)  
& 42-1408-1003 (policy ARTE023221, eff. June 12, 2009-2010)  
C&L File Nos. 001083-00163 & 001083-00166

Dear Ms. Kitchings:

I am writing as a follow up to the letter from Mr. Blake Williams to you dated July 31, 2017. Mr. Williams represents Liberty Mutual Fire Insurance Company in an appeal arising from the trial of the case of Waverly and Hamlin Plantation Townhome Association, Inc. (Civil Action No. 2013-CP-10-3326) (the Waverly HOA Action), which was tried simultaneously with the Jeffrey Sills, as Class Representative, et al. (Civil Action No. 2014-CP-10-4335) (the Sills Class Action). Mr. Williams requested some clarification regarding the proper parties to the Liberty Mutual appeal. I am providing the court with some additional information and essentially inquiring about the same topic.

The underlying cases were tried together in January of this year. The only parties at trial were Plaintiffs and the John Wieland Homes entities. My client, named in the captions as "Jorge Medina a/k/a JMC Construction, LLC a/k/a JMC Construction, Inc." had settled with Plaintiffs prior to the case going to trial and the remaining cross-claims asserted by John Wieland Homes against my client were bifurcated. Therefore, my client was not compelled to participate in the trial. In fact, I represent to the Court that all of the Defendants except John Wieland Homes and a subcontractor defendant Paul M. Vasquez had reached a settlement with the Plaintiffs prior to trial.

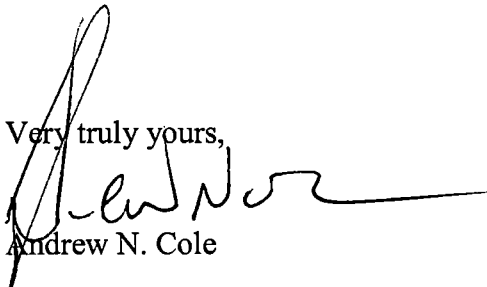
The settlement release language between Plaintiffs and my client<sup>1</sup> was finalized after the trial. The stipulation of dismissal with prejudice as between my client<sup>2</sup> and Plaintiffs was filed in both the Waverly HOA Action and the Sills Class Action cases on May 15, 2017. After additional settlement negotiations, my client<sup>3</sup> reached a settlement agreement with John Wieland Homes. The stipulation of dismissal of the cross-claims asserted by John Wieland Homes against my client<sup>4</sup> was filed in both the Waverly HOA Action and the Sills Class Action on June 9, 2017. Therefore, all of the claims by both Plaintiffs and John Wieland Homes have been resolved against my client. In addition to the claims by Plaintiffs and John Wieland Homes against Muhler and Sanchez, I understand that the other subcontractor defendants *except* Mr. Vasquez have similarly been resolved.

On February 16, 2017, Liberty Mutual appealed the trial court's order denying it the right to intervene to submit special interrogatories to the jury in the jury trial between Plaintiffs and John Wieland Homes. It appears in Liberty Mutual's Notice of Appeal that the various subcontractor Defendants are listed as potential Respondents in the appeal. Although I find the subject matter interesting, JMC Construction did not and does not intend to proceed as a party to the appeal filed by Liberty Mutual since my client has completely settled out of the case. I was present during Liberty Mutual's pre-trial motion to intervene, but I did not take a position during and did not argue the motion to intervene. Moreover, as you are certainly aware, I nor anyone else on behalf of JMC Construction, has filed any notices, documents, pleadings, etc., in response to the appeal that was initiated by Liberty Mutual.

I wrote this letter in light of Liberty Mutual's request to clarify who the proper parties are for the appellate proceedings. This may be a non-issue in the eyes of the court, but I wanted to clarify that JMC takes no position regarding whether the Waverly HOA Action and the Sill Class Action should be consolidated on appeal. Rather, I, on behalf of JMC construction, take the position that JMC Construction need not be a party to the Liberty Mutual appeal since my client has settled out of the underlying case and is not taking a position regarding Liberty Mutual's motion to intervene. I simply ask for this clarification on behalf of JMC Construction so that I represent to my client and the covering insurance carriers that these issues are resolved as against JMC Construction.

With warmest regards, I am,

Very truly yours,



Andrew N. Cole

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<sup>1</sup> In fact, defendants JMC Construction, The Muhler Company, Inc. and Juan Luis Sanchez and Juan Luis Sanchez a/k/a Sanchez Brothers Painting, were included in the same settlement paperwork with the Plaintiffs and later with John Wieland Homes.

<sup>2</sup> Again, the stipulation of dismissal included the Plaintiffs, JMC Construction, Muhler, and Sanchez.

<sup>3</sup> See footnote 1 above.

<sup>4</sup> See footnote 2 above.

cc: John A. Massalon, Esquire  
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