

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

Carolina Closet USA, Inc.,)

Plaintiff,)

vs.)

Alt Homes, LLC,)

Defendant(s).)

vs.)

G.M. Murray and Claire E. Murray,)

Third Party Defendants.)

ORDER FOR JUDGMENT

2017-CP-23-00468

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MAY 07 2018

SC Court of Appeals

This action was brought by the Plaintiff (Carolina Closet) against the Defendant (Alt Homes) to recover the unpaid balance of an account debt. Alt Homes argued that that they did not contract with Carolina Closet, but that the homeowners (the Murrays) had contracted directly with Carolina Closet for the work. Alt Homes filed third party claim against the Murrays, which claim was dismissed by the Court prior to trial. The action came for nonjury trial before this Court on February 16, 2018. From the testimony and other evidence presented, I make the following findings of fact and conclusions of law.

The representative of Carolina Closet was contacted by Kent Alt of Alt Homes for the Murray job, and at his request met with Alt Homes and the Murrays at the job site to go over what the Murrays wanted for the house. He was informed by Alt Homes of the \$4,000.00 allowance for the closets given to the Murrays under their contract with Alt Homes. He had subcontracted with Alt Homes on prior jobs for shower doors, mirrors, and closets, and this was

similar in process to those prior occasions. Kent Alt also admitted in testimony that he had contacted Carolina Closet's representative for work on the Murray project and that he had introduced him to the Murrays. Kent Alt also explained on direct examination that it was his common practice to allow the homeowners, on the allowance items such as the closets here, to deal directly with the subcontractors without Alt Homes "participation". He further testified that he "didn't care" what the homeowners chose as they knew their allowance under the contract and knew that they would be billed for any overage. It is undisputed in this case that the contract between Alt Homes and the Murrays set a fixed price for the complete construction of the house at \$528,900.00, and included in that fixed price a \$4,000.00 allowance for closets. Therefore, the contract obligated Alt Homes to provide all labor and materials necessary to complete the construction of the home. Instructively, Alt Homes retained no other subcontractor to do the closet work.

In addition, the way Alt Homes handled the other subcontractors, who admittedly had been contracted directly by the Murrays, was completely inconsistent with its handling of the Carolina Closet work. In the instances of the subcontractors hired directly by the Murrays (and to whom Alt Homes had no liability for payment), such as the hardwood flooring and landscaping subcontractors, the invoices issued from Alt Homes to the Murrays contained credits against the contract price of the home for the allowance amounts for those items, since Alt Homes was not liable for payment to those subcontractors, so the Murrays could pay them directly. At no time did Alt Homes issue a credit to the Murrays for the closet allowance (which it should have done if the Murrays actually had taken over and were solely responsible for the closet work). To the contrary, upon receiving the bill from Carolina Closet, Alt Homes promptly sent its own updated bill to the Murrays, billing them for the full amount of the closet allowance

of \$4,000 plus the remaining overage for the closets, and gave no credit against the contract price for any part of the closet work (except that Alt Homes did properly account for the deposit originally made by the Murrays for the purpose of getting the closet work started). By issuing its own bill to the Murrays, which included not only the \$4,000.00 closet allowance (included in the contract price) but also the \$1,657.75 then remaining overage for the closet work, Alt Homes acknowledged that they in fact were liable for the closet bill from Carolina Closet. This follows also from the fact that Alt Homes was responsible for the complete construction of the Murray residence, and no objection or denial of the responsibility for this bill was made by Alt Homes to Carolina Closet. Instead Alt Homes, consistent with its liability for the bill, in turn billed the Murrays for the closet work.

From the testimony and other evidence, I find that Carolina Closet was hired by Alt Homes for the job in the same manner as Alt Homes had customarily retained subcontractors for similar work. The testimony further indicates that the reason Alt Homes did not pay Carolina Closet is simply that they did not collect all of the money they thought they were due from the Murrays. Although that might explain why payment was not made, that fact does not excuse the liability for the payment. Regardless of whether it was paid in full by the Murrays, Alt Homes is still liable to its subcontractor, Carolina Closet, for payment for their work.

The Murrays had paid the remaining closet overage directly to Carolina Closet.

Therefore, the balance outstanding to Carolina Closet from Alt Homes is \$4,000.00, the exact amount of the allowance given by Alt Homes to the Murrays under their contract. This balance was admitted by Alt Homes to be due by it to Carolina Closet on at least the following occasions:

E-mail dated 08/05/14 from Kent Alt to Scott Murray with updated invoice billing the Murrays for the closet overage and the closet allowance; and

Final invoice from Alt Homes to the Murrays dated 09/17/14 still billing the Murrays for the closet allowance and overage; and

Certificate of Mechanic's Lien dated 09/22/14 signed and verified by Kent Alt on behalf of Alt Homes claiming a balance due from the Murrays which included the closet allowance and overage; and

The Summons and Complaint filed 12/05/14 by Alt Homes containing another verified account statement from Kent Alt of Alt Homes claiming a balance due from the Murrays which included the closet allowance and overage; and

Deposition testimony of Kent Alt on 02/17/16.

Accordingly, I find that Carolina Closet is entitled to judgment against Alt Homes for the sum of \$4,000.00, plus pre-judgment interest thereon from September 17, 2014 at the statutory rate of 8.75% per annum, plus the costs of this action.

THEREFORE, IT IS ORDERED that the Plaintiff have judgment against the Defendant, Alt Homes, LLC, for the total sum of Five Thousand Seven Hundred Fifty-Seven and 57/100 (\$5,705.57) Dollars, as set forth below:

\$ 4,000.00	Principal
\$ 1,209.36	Interest
	The costs and disbursements of this action:
\$ 180.32	Docketing
\$ 120.00	Service of subpoenas
\$ 161.15	Copies of deposition transcript
\$ 31.74	Motion fee
\$ 3.00	Certified copy of Mechanic's Lien
TOTAL:	
<u>\$ 5,705.57</u>	Total amount of Judgment

IT IS SO ORDERED.

[SIGNATURE PAGE TO FOLLOW]

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE
CASE NO. 2017-CP-23-00468**

Carolina Closet USA, Inc.

Alt Homes, LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: s/Craig H. Allen
P. O. Box 10854, Greenville, SC 29603
864-239-0444
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Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Carolina Closet USA, Inc.	Alt Homes, LLC	\$5,705.57
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order N/A		

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MAY 07 2018

SC Court of Appeals



Greenville Common Pleas

Case Caption: Carolina Closet USA Inc vs. Alt Homes LLC , defendant, et al
Case Number: 2017CP2300468
Type: Order/Judgment and Form 4

So Ordered

s/Letitia H. Verdin, SC Judge 2162

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