THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

J.C. Nicholson, Jr., Circuit Court Judge

Appellate Case, No. 2016-2339
Case No. 2014-CP-08-2424

Patricia Damico and Lenna Lucas, Individually and on behalf of all others similarly situated, Joshua and Brettany Beutow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,
Respondents,

v.

Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental and Rick Bryant, Individually,
Defendants,

Of which Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, and Civil Site Environmental are Respondents.

And

Lennar Carolinas, LLC, Appellant,

v.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders FirstSource-Southeast Group, LLC, and Low Country Renovations and Siding LLP, Third-Party Defendants,

Of which Volkmar Consulting Services, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Decor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders FirstSource-Southeast Group, LLC, are also Respondents.

and

Decor Corporation, Fourth Party Plaintiff,

v.

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Emmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez, Ernesto M. Perez, N&B Construction, LLC, Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Paz Castro Hernandez, Divinio Aperecido Corgosinho, Ricardo Chiche, CEBS Construction, Bayshore Siding and Flooring, Sebastio Luiz de Araujo, and John Does 1-4, Fourth-Party Defendants.

APPELLANT LENNAR CAROLINAS, LLC'S PETITION TO REVIEW THE CIRCUIT COURT'S ORDER LIFTING THE AUTOMATIC STAY

James Lynn Werner
Jenna K. McGee
F. Elliotte Quinn IV
Katon E. Dawson Jr.
Parker Poe Adams & Bernstein LLP
PO Box 1509
Columbia, SC 29202
(803) 255-8000

Attorneys for Appellant Lennar Carolinas, LLC

INTRODUCTION

Appellant Lennar Carolinas, LLC ("Lennar"), by and through undersigned counsel, hereby petitions this Court pursuant to Rule 241(d)(2) of the South Carolina Appellate Court Rules to review and reverse the circuit court's order lifting the automatic stay in the captioned case while the issue of whether the entire action is subject to arbitration is pending on appeal.

The circuit court's order lifting the automatic stay is error and constitutes an abuse of discretion. While Rule 241(a), SCACR, allows that a lower court retains jurisdiction over matters not affected by the appeal, when the appeal involves the fundamental question of whether the case is subject to arbitration (and not civil litigation in the court), there are no matters in the case not affected by the appeal. In short, nothing in this matter is unaffected by Lennar's appeal of the circuit court's order denying its Motion to Compel Arbitration. Furthermore, the circuit court's unprecedented order lifting the automatic stay, and allowing discovery to proceed, while the validity of the entire action in the circuit court is pending on appeal undermines the very basis of Lennar's appeal.

Review of South Carolina authorities does not reveal any precedent for a circuit court to lift an automatic stay of a matter pending appeal in a case like this one, and the circuit court's order contains no valid basis for such an action in this case. The circuit court's order improperly lifted the automatic stay, and Lennar petitions the Court to issue an order reversing the circuit court and reinstating the automatic stay of the entire action.

FACTUAL BACKGROUND

Patricia Damico, Joshua and Brettany Beutow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins (collectively, the "Owners")

purchased homes in a community known as The Abbey at Spring Grove Plantation ("The Abbey") which is located in Berkeley County, South Carolina.

The Owners filed this lawsuit against Lennar and others alleging the right to proceed as a class action on claims of alleged construction defects. Lennar asserted cross-claims against co-defendants and third-party claims against other subcontractors. Lennar also filed a Motion to Compel Arbitration and an Amended Motion to Compel Arbitration requesting the circuit court issue an order compelling all of the parities in this action to arbitration pursuant to various applicable documents and agreements.

The circuit court held a hearing on Lennar's Motion to Compel Arbitration and denied Lennar's Motion.

Subsequently, Lennar filed a Notice of Appeal, which triggered the application of Rule 205, SCACR, and automatically stayed proceedings in the circuit court. After Lennar filed the Notice of Appeal, the Owners attempted to proceed with discovery, and the Berkeley County Clerk of Court set seventeen (17) motions for hearing on December 6, 2016, including several discovery-related motions. Thus, Lennar was forced to submit a Motion to Enforce the Automatic Stay pursuant to Rule 205 to the Court of Appeals. On December 19, 2016, the Court of Appeals issued an Order enforcing the automatic stay of proceedings in the circuit court.

At this time, the appeal has been fully briefed to the Court of Appeals, and the parties are awaiting notice as to whether the above-captioned case will be set for oral argument.

On February, 27, 2018, Patricia Damico and Lenna Lucas ("Plaintiffs") filed a Motion to Lift the Automatic Stay. On April 11, 2018, the circuit court held a hearing on Plaintiffs' Motion to Lift the Automatic Stay. On May 31, 2018, the circuit court issued an order lifting the automatic stay to allow discovery to proceed while the appeal is pending.

Lennar submits this Petition requesting the Court reverse the circuit court's order and reinstate the stay of the entire action during the pendency of the appeal.

ARGUMENT

Rule 241(c)(2) establishes the standard which should be applied by the circuit court in determining whether an order lifting an automatic stay should issue. Specifically, the court "should consider whether such an order [lifting the stay] is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot." Rule 241, SCACR. In this case, the circuit court did not address – and, in fact, refused to consider – these determining factors. Instead, the circuit court ignored them and stated, without authority, that it may consider other issues and may "act on its own discretion when removing the stay."

As justification for its decision to lift the automatic stay, the circuit court espoused the notion that Rule 205, SCACR, allows that "nothing in these Rules shall prohibit the lower court . . . from proceeding with matters not affected by the appeal." However, the circuit court failed to recognize that the appeal in this case affects the very existence of the case in the circuit court. Lennar's appeal seeks to compel the case to arbitration under arbitration agreements which provide that any and all controversies, disputes or claims arising under or related to (a) the agreements by which Plaintiffs acquired the houses in issue, (b) the property itself, or (c) relating to any personal injury or property damage alleged by Plaintiffs are to be submitted to binding arbitration. Thus, regardless of whether Plaintiffs make claim against Lennar or one of Lennar's subcontractors involved in the construction of the houses, all of the claims in the case are subject to arbitration because all of the claims arise under and are related to the property and Plaintiffs'

claimed injuries and damages sustained because of alleged defects in the properties. There are no claims in the case which are not affected by and at issue in the decision to compel arbitration.[1]

It has been well recognized by other courts addressing similar issues to those in this case that Lennar's appeal of the circuit court's denial of the Motion to Compel Arbitration is a challenge to the continuation of any proceeding before the circuit court on the underlying claims. *See Levin v. Alms & Assocs., Inc.*, 634 F.3d 260, 264-65 (4th Cir. 2011). These same courts have further recognized that discovery in the action should not proceed while the issue of arbitration is being decided. "Discovery is a vital part of the litigation process and permitting discovery constitutes permitting the continuation of the litigation, over which the [circuit] court lacks jurisdiction." *Id.* Arbitration affects the mode of trial and, therefore, discovery is automatically stayed when an arbitrability issue is appealed. *See Bradford-Scott Data Corp. v. Physician Computer Network, Inc.*, 128 F.3d 504, 506 (7th Cir. 1997) (holding that "preparation for trial must be suspended until the court of appeals renders a decision" on an appeal from a denial of a motion to compel arbitration). In its appeal, Lennar asserts the circuit court erred in not compelling each and every party to this action to arbitration. Therefore, the entire action was removed from the circuit court's jurisdiction and automatically stayed for the duration of Lennar's appeal.

---

[1] The circuit court's order purports to find that matters relating to the claims against the subcontractor defendants are not affected by the appeal. The seventh issue in Lennar's statement of issues on appeal is "[w]hether the circuit court erred in failing to perform any analysis of the arbitration agreement(s) applicable to Spring Grove Development and the Subcontractors." The circuit court's finding that the matters relating to the claims against the subcontractors are not affected by the appeal is patently false and a wholly inappropriate basis for lifting the automatic stay and permitting discovery related to the subcontractors to proceed.

Additionally, all of the Owners' claims are affected by Lennar's appeal of the arbitrability issues. Lennar appealed the circuit court's erroneous refusal to compel the Owners (including the subsequent purchaser Owners) to arbitration pursuant to the arbitration agreements in the purchase and sale agreements, the Lennar Limited Warranty, the covenants, and the deeds for the Owners' respective properties.

The circuit court's reliance on the decision in *Cousar v. New London Engineering Company*, 306 S.C. 37, 410 S.E.2d 243 (1991), as justification for its decision to lift the stay in this case is completely misplaced. In *Cousar*, the circuit court did not lift an automatic stay of discovery. In *Cousar*, the issue on appeal was the circuit court's order denying a motion to amend a complaint, which amendment would assert claims against third-parties that had previously been dismissed from the action. *Cousar*, 306 S.C. at 39, 410 S.E.2d at 244. The Supreme Court found that the circuit court retained jurisdiction over the proceedings between the plaintiff and defendant because the issues between those parties were not affected by the appeal of the denial of a motion to amend a third-party complaint to assert claims against third-party defendants. *Id.* at 40, 410 S.E.2d at 245. The court in *Cousar* did not conduct an analysis of whether the automatic stay could or should be lifted. In *Cousar*, it was clear that the issue on appeal did not affect the case below between plaintiff and defendant. Thus, there were matters in the case unaffected by the appeal over which the circuit court properly retained jurisdiction. The situation in *Cousar* is markedly distinguishable from the case at bar because in the case at bar, the entire action is affected by the appeal. The case at bar must be stayed pending the Court's ruling on the arbitration issues.

The appeal in the case at bar involves a Motion to Compel Arbitration. When such a motion is appealed, the entire action is stayed and discovery is not permitted because arbitration fundamentally affects the mode of trial. Thus, discovery should not be permitted to proceed while the Court reviews whether the entire action is subject to arbitration.

While sitting on the circuit court, Justice Few had reason to analyze whether the circuit court should grant a motion to lift the automatic stay and to permit discovery to proceed while an appeal of arbitrability issues was pending with the Court of Appeals. *See Chassereau v. Global-Sun Pools, Inc.*, 2006 WL 6087626, *1 (S.C. Com.Pl. March 29, 2006). In *Chassereau*, then

Judge Few found that permitting discovery to proceed while an appellate court has jurisdiction of the case affects the mode of trial. 2006 WL 6087626, *1. He recognized that differences in discovery available in arbitration versus those allowed in civil litigation under the South Carolina Rules of Civil Procedure would mean that the granting of discovery to either of the parties while the issue of arbitration was open would affect the mode of trial between the parties. *Id.* In analyzing whether to lift the automatic stay and allow discovery to proceed, then Judge Few noted that there is a "very clear possibility of prejudice and a tactical advantage being enjoyed by one of the parties to an action when it is given access to discovery which would not otherwise be authorized." *Id.*

The circuit court's order erroneously found that Justice Few's order in *Chassereau* was distinguishable from the present case because the arbitration agreement in the present case provides for discovery. The circuit court has no basis for such a conclusion when the issue of whether and under what agreement the arbitration will proceed is a matter pending on appeal. While the circuit court's order references the AAA's Home Construction Arbitration Rules as its basis for finding that regardless of the outcome of the appeal discovery will be conducted, there is no basis for such finding at this time. In fact, even if such Arbitration Rules are ultimately determined to apply (a question by no means resolved at this point), the circuit court failed to recognize that the AAA's Home Construction Arbitration Rules (cited by the circuit court as ARB-22) do not provide parties with the same discovery that is permitted by the South Carolina Rules of Civil Procedure. Among other things, the AAA's Home Construction Arbitration Rules differ from the Rules of Civil Procedure with respect to the right to serve interrogatories and requests to admit and third-party discovery. If the automatic stay is not reinstated, then Plaintiffs will have access to discovery that would not otherwise be authorized if the action is compelled to arbitration. This access provides Plaintiffs with a clear tactical advantage and prejudices Lennar.

In addition to providing a tactical advantage by providing unauthorized discovery, the lift of the automatic stay prejudices Lennar by eroding the benefits of arbitration. Arbitration is favored in this state because it provides "a relatively quick and inexpensive resolution of contractual disputes by avoiding the expense and delay of extended court proceedings." *Trident Tech. Coll. v. Lucas & Stubbs, Ltd.*, 286 S.C. 98, 104-05, 333 S.E.2d 781, 785 (1985) (citation omitted). "Arbitration clauses reflect the parties' preference for non-judicial dispute resolution, which may be faster and cheaper. These benefits are eroded, and may be lost or even turned into net losses, if it is necessary to proceed in both judicial and arbitral forums, or to do this sequentially." *Bradford-Scott Data Corp.*, 128 F.3d at 506. The circuit court's order lifting the automatic stay erodes the benefits of arbitration and prejudices Lennar by forcing Lennar to engage in unauthorized and expensive discovery.

Additionally, the circuit court's order noticeably omitted any analysis of the prejudicial effect of moving forward with the case in the circuit court while the appeal of the arbitrability issues is pending with the Court of Appeals. The authority is well established that Plaintiffs will be barred from proceeding with this matter as a class action if they are compelled to arbitration. *See Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp.*, 559 U.S. 662, 664 (2010) (holding that a party may not be compelled to submit to class arbitration when an arbitration clause is silent on the issue); *Dell Webb Communities, Inc. v. Carlson*, 817 F.3d 867, 872 (4th Cir. 2016). Plaintiffs' Complaint alleges the existence of a class. If discovery is allowed to proceed in the circuit court, then discovery related to the class claims would be costly, time consuming, and a waste of judicial resources if the Court ultimately compels this action to arbitration. Therefore, the Court should grant Lennar's Petition and reinstate the automatic stay of the entire action until the Court issues its ruling on the pending appeal.

CONCLUSION

The circuit court's unprecedented order lifting the automatic stay of proceedings while the appeal is pending must be reversed. Otherwise, Lennar will be unduly prejudiced and the discovery that the circuit court has granted Plaintiffs access to will provide Plaintiffs an unjustified tactical advantage in the litigation. Lennar respectfully requests the Court issue an order reinstating the automatic stay of the entire action, so that it is not unduly prejudiced.

James Lynn Werner
Jenna K. McGee
F. Elliotte Quinn IV
Katon E. Dawson Jr.
Parker Poe Adams & Bernstein LLP
PO Box 1509
Columbia, SC 29202
(803) 255-8000

Attorneys for Appellant Lennar Carolinas, LLC

June 5, 2018
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

J.C. Nicholson, Jr., Circuit Court Judge

Appellate Case, No. 2016-2339
Case No. 2014-CP-08-2424

Patricia Damico and Lenna Lucas, Individually and on behalf of all others similarly situated, Joshua and Brettany Beutow, Edward and Sylvia Dengg, Jonathan and Theresa Douglass, Anthony and Stacey Ray, Danny and Ellen Davis Morrow, Czara and Chad England, Bryan and Cynthia Camara, and Matthew Collins,
Respondents,

v.

Lennar Carolinas, LLC, Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, Paragon Site Constructors, Inc., Civil Site Environmental and Rick Bryant, Individually,
Defendants,

Of which Spring Grove Plantation Development, Inc., Manale Landscaping, LLC, Super Concrete of SC, Inc., Southern Green, Inc., TJB Trucking/Leasing, LLC, and Civil Site Environmental are Respondents.

And

Lennar Carolinas, LLC, Appellant,

v.

The Earthworks Group, Inc., Volkmar Consulting Services, LLC, Geometrics Consulting, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Costal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Décor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, and Low Country Renovations and Siding LLP, Third-Party Defendants,

Of which Volkmar Consulting Services, LLC, Land/Site Services, Inc., Myers Landscaping, Inc., A.C. & A. Concrete, Inc., Knight's Concrete Products, Inc., Knight's Redi-Mix, Inc., Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Guaranteed Framing, LLC, Ozzy Construction, LLC, Construction Applicators Charleston, LLC, LA New Enterprises, LLC, Decor Corporation, DVS, Inc., Raul Martinez Masonry, LLC, Alpha Omega Construction Group, Inc., South Carolina Exteriors, LLC, Builders Firstsource-Southeast Group, LLC, are also Respondents.

and

Decor Corporation, Fourth Party Plaintiff,

v.

Baranov Flooring, LLC, DJ Construction Services, LLC, Creative Wood Floors, LLC, Geraldo Cunha, Ebenezer Flooring, LLC, Emmanuel Flooring and Siding, LLC, Eusi Flooring and Covering, LLC, Nicolas Flores, Alexander Martinez, Isidru Mejia, Juan Perez, Ernesto M. Perez, N&B Construction, LLC, Jose Dias Rodrigues, Livia Sousa, Jose Betio Pereira, Jose Paz Castro Hernandez, Divinio Aperecido Corgosinho, Ricardo Chiche, CEBS Construction, Bayshore Siding and Flooring, Sebastio Luiz de Araujo, and John Does 1-4, Fourth-Party Defendants.

PROOF OF SERVICE

The undersigned hereby certifies that on June 5, 2018, a copy of the foregoing **APPELLANT LENNAR CAROLINAS, LLC'S PETITION TO REVIEW THE CIRCUIT COURT'S ORDER LIFTING THE AUTOMATIC STAY** was served on all counsel of record by placing a copy in the United States Mail, first class postage prepaid, addressed as follows:

Michael J. Jordan
Catherine K. Dunn.
The Steinberg Law Firm, LLP
P.O. Box 1028
Goose Creek, SC 29445
Attorneys for Respondents Patricia Damico; Joshua and Brettany Buetow; Bryan and Cynthia Camara; Matthew Collins; Jonathan and Theresa Douglass; Czara and Chad England; Lenna Lucas; Danny and Ellen Davis Morrow

John Calvin Hayes, IV
Hayes Law Firm, LLC
180 Meeting Street, Suite 330
Charleston, SC 29401
Attorneys for Respondents Patricia Damico; Joshua and Brettany Buetow; Bryan and Cynthia Camara; Matthew Collins; Jonathan and Theresa Douglass; Czara and Chad England; Lenna Lucas; Danny and Ellen Davis Morrow

Laura H. Budd
The Budd Law Group, PLLC
10550 Independence Point Pkwy, Suite 301
Matthews, NC 28105
Attorneys for Respondent TJB Omega Construction Group, Inc.

Stephen P. Hughes
Howell, Gibson and Hughes, P.A.
P.O. Box 40
Beaufort, SC 29901
Attorney for Respondent Builders FirstSource-Southeast Group, LLC

Stephen L. Brown
Catherine H. Chase
Young Clement Rivers, LLP
P.O. Box 993
Charleston, SC 29402
Attorneys for Respondent Alpha Omega Construction Group, Inc.

Preston B. Dawkins, Jr.
Aiken Bridges, P.A.
P.O. Drawer 1931
Florence, SC 29503
Attorneys for Respondent Alpha Omega Construction Group, Inc.

Brent M. Boyd
Rogers E. Harrell, III
Murphy & Grantland, P.A.
PO Box 6648 4406-B Forest Dr.
Columbia, SC 29260
Attorney for Respondents Coastal Concrete Southeast, LLC, Coastal Concrete Southeast II, LLC, Knight's Concrete Products, Inc. and Knight's Redi-Mix, Inc.

David S. Cobb
Turner Padget
P.O. Box 22129
Charleston, SC 29413
Attorney for Respondent Construction Applicators Charleston, LLC

Kathy A. Carlsten
N. Keith Emge (Chip)
Carlock Copeland & Stair, LLP
40 Calhoun Street, Suite 400
Charleston, SC 29401
Attorneys for Respondent Civil Site Environmental, Inc.

Carmen V. Ganjehsani
Richardson Plowden
P.O. Drawer 7788
Columbia, SC 29202
Attorney for Respondents Décor Corporation and Manale Landscaping, LLC

S. Markey Stubbs
Baker Ravenel Bender
P.O. Box 8057
Columbia, SC 29202
Attorney for Respondent DVS, Inc.

Derek M. Newberry
Hall Booth Smith, P.C.
40 Calhoun Street, Suite 550
Charleston, SC 29401
Attorneys for Respondent Guaranteed Framing, LLC

Christine Companion Varnado
The Seibels Law Firm
38 Broad Street, Suite 200
Charleston, SC 29401
Attorneys for Respondent Guaranteed Framing, LLC

Alan R. Belcher, Jr.
40 Calhoun Street, Suite 550
Charleston, SC 29401
Attorneys for Respondent Guaranteed Framing, LLC

Steven L. Smith
Zachary J. Closser
Samuel M. Wheeler
Smith Closser, P.A.
P.O. Box 405878
Charleston, SC 29423-0578
Attorneys for Respondents Knight's Concrete Products, Inc. and Knight's Redi-Mix, Inc.

Erin D. Dean
Tupper Grimsley & Dean, P.A.
PO Box 2055
Beaufort, SC 29901-2055
Attorney for Respondents LA New Enterprises, LLC and Raul Martinez Masonry, LLC

John E. Rogers, II
The Ward Law Firm, P.A.
PO Box 5663
Spartanburg, SC 29304
Attorney for Respondent Land/Site Services, Inc.

Thomas F. Dougall
William A. Collins, Jr.
Michal Kalwajtys
Dougall & Collins
1700 Woodcreek Farms Road, Suite 100
Elgin, South Carolina 29045
Attorney for Respondent Ozzy Construction, LLC

Jenny C. Honeycutt
Best Honeycutt, PA
PO Box 13466
James Island, SC 29422
Attorney for Respondent South Carolina Exteriors, LLC

Bachman S. Smith, IV
Haynsworth Sinkler Boyd, P.A.
134 Meeting Street, Third Floor
Charleston, SC 29401
Attorney for Respondent Southern Green, Inc.

R. Trippett Boineau, III
Heath McAlvin Stewart, III
McAngus, Goudelock & Courie, LLC
P.O. Box 12519
Columbia, SC 29211
Attorneys for Respondent Spring Grove Plantation Development, Inc.

R. Patrick Flynn
Michael Allen
Pope Flynn, LLC
PO Box 70
Charleston, SC 29402
Attorneys for Respondent Super Concrete of SC, Inc.

David Shuler Black
Howell Gibson & Hughes, P.A.
P.O. Box 40
Beaufort, SC 29901-0040
Attorney for Respondent TJB Trucking/Leasing, LLC

Ronald G. Tate, Jr.
R. Batten Farrar
Gallivan, White & Boyd, P.A.
55 Beattie Place, Suite 1200 (29601)
P.O. Box 10589
Greenville, SC 29603
Attorneys for Respondent Volkmar Consulting Services, LLC

Edward and Sylvia Dengg
238 Maywood Drive
Moncks Corner, SC 29461
Pro Se Respondents

Anthony and Stacey Ray
107 Loch Circle
Hampton, VA 23669
Pro Se Respondents

Trey M. Nicolette
David C. Cleveland
Clawson and Staubes
126 Seven Farms Drive, Suite 200
Charleston, SC 29492-8144
Attorneys for Respondent Myers Landscaping

Shanna Milcetich Stephens
W. Coleman Lawrimore
Anderson Reynolds & Stephens, LLC
P.O. Box 87
Charleston, SC 29402
Attorney for Respondent A.C.& A. Concrete, Inc.

Michael E. Wright
Robertson Hollingsworth Manos & Rahn, LLC
550 King Street, Suite 300
Charleston, SC 29403
Attorneys for Respondent Super Concrete of SC, Inc.

Sarah Fragale
Turner Padget
PO Box 22129
Charleston, SC 29413
Attorney for Espino Roofing

Barbara A. Gzik

Parker Poe

Katon E. Dawson, Jr.
Associate
Telephone: 803.253.6854
Direct Fax: 803.255.8017
katondawson@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

June 5, 2018

Via Hand Delivery

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

Re: *Patricia Damico, et al. v. Lennar Carolinas, LLC, et al.*
***Case No.* 2014-CP-08-2424; Appellate Case No. 2016-2339**

Dear Mrs. Kitchings:

Enclosed for filing please find the original and a copy of Appellant Lennar Carolinas, LLC's Petition to Review the Circuit Court's Order Lifting the Automatic Stay, a copy of the Circuit Court's Order Lifting the Automatic Stay, and a Proof of Service, along with our Firm's check in the amount of $25.00 for the filing fee.

Please file the original with the Court and return a file-stamped copy with our courier. By copy of this letter, I am serving opposing counsel with a copy of same.

With kindest regards,

Sincerely,

Katon E. Dawson, Jr.

KED:bg

cc: Counsel of Record (via U.S. Mail)