

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2012CP4006895R

Tymika Jones Alston

Willow Creek Construction Inc

Harold Alston

Oscar Torres

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

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.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. No. Suit);
 Rule 43(k), SCRCP (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCP; 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 PUBLIC 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
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order: _____

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge _____ Judge Code _____ Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 2 November 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Donald Gist

Aaron Vernon Wallace

Thomas Frank Dougall
Adelaide D. Kline

RECEIVED
JAN 31 2019
SC Court of Appeals
Thomas Chase

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court Jeanette Williams

Tymika Jones Alston et al
PLAINTIFF(S)

Willow Creek Construction Inc et al
DEFENDANT(S)

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.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCP; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- 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:

"Plaintiffs' Motion for Reconsideration of the Court's Decision to Grant Defendant's Motion for Summary Judgment," which was filed on October 22, 2015, is DENIED.

ORDER INFORMATION

This order ends does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/15/2019.

Harold Alston

Adelaide D. Kline for Willow Creek Construction Inc, Oscar Torres
E S Moreno Construction
Eduardo Moreno
L & L Electrical, Inc.

NAMES OF TRADITIONAL FILERS SERVED BY MAIL



Richland Common Pleas

Case Caption: Tymika Jones Alston , plaintiff, et al vs Willow Creek Construction Inc , defendant, et al
Case Number: 2012CP4006895R
Type: Order/Electronic Form 4

So Ordered

Jocelyn Newman, Chief Judge for Administrative Purposes, Court of Common Pleas, 5th Judicial Circuit

Electronically signed on 2019-01-15 15:48:55 page 3 of 3

ELECTRONICALLY FILED - 2019 Feb 13 10:26 AM - RICHLAND - COMMON PLEAS - CASE#2012CP4006895R
ELECTRONICALLY FILED - 2019 Jan 15 4:05 PM - RICHLAND - COMMON PLEAS - CASE#2012CP4006895R

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

TYMIKA JONES ALSTON AND)
HAROLD ALSTON INDIVIDUALLY)
AND AS PARENTS AND GUARDIANS)
ON BEHALF OF THEIR MINOR CHILD)
[REDACTED])

Civil Action No. 2012-CP-40-6895R

FILED
2015 NOV -2 PM 12:59
JEANETTE W. McBRIDE
Clerk, S.C.S.

**ORDER FOR SUMMARY JUDGMENT
RELATED TO INDIVIDUAL CLAIMS
OF TYMIKA JONES ALSTON AND
HAROLD ALSTON**

Plaintiffs,

vs.

DONALD RICHARD TORRES D/B/A)
DMT CONSTRUCTION, CO., INC., L&L)
ELECTRIC INC. AND EDUARDO)
MORENO D/B/A E.S. MORENO)
CONSTRUCTION,)

Defendants.

RECEIVED
JAN 31 2019
SC Court of Appeals

This matter came before this Court on March 18, 2015, upon the Motion for Summary Judgment by Donald R. Torres d/b/a DMT Construction Co., Inc. ("DMT") pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. DMT was represented by G. Thomas Chase and Plaintiffs were represented by Donald Gist and Aaron V. Wallace. Based on the record presented, including oral argument, exhibits and the original and supplemental memorandum submitted by the parties, this Court makes the following findings and conclusions.

FACTUAL BACKGROUND

Tymika Jones Alston and Harold Alston are the owners of a home located at 451 Apple Branch Court in Blythewood, South Carolina. This case arises out of alleged defects, including the resultant growth of mold, from the construction of this home that was completed in April of 2007. Willow Creek Construction, Inc. ("Willow Creek") was the general contractor in the construction of the home. Oscar Torres ("Torres") was an employee of Willow Creek who acted, at a minimum, as the site superintendent for the construction of the home on behalf of Willow Creek. DMT was hired as a subcontractor by Willow Creek to perform framing in the construction of the home. Tymika Jones Alston and Harold Alston admittedly knew DMT was a

subcontractor in the construction of the home. On April 5, 2007, Tymika Jones Alston and Harold Alston allegedly began noticing water leaking into the home and made complaints to Torres and Willow Creek multiple times regarding the water penetration issues in 2007. They notified Willow Creek and Torres of additional findings in March of 2008, had a mold test performed in November of 2008, and had a home inspection regarding alleged defects in December of 2008. Tymika Jones Alston and Harold Alston also complained of health issues in 2007 and 2008 due to living in the home. Plaintiffs, by and through counsel, admit they had notice of their potential claims related to the construction of the claim as of December 2008; at the latest.

Tymika Jones Alston and Harold Alston filed their original Complaint on June 29, 2010. The action was brought only against Willow Creek and Torres. They made claims for breach of contract, negligence, breach of the implied warranty of workmanlike service, breach of the implied warranty of merchantability, and breach of the implied warranty of fitness for a particular purpose. As damages in this action, Tymika Jones Alston claimed personal bodily injury resulting in pain and suffering, past and future medical expenses and lost wages; Harold Alston claimed personal bodily injury resulting in pain and suffering, past and future medical expenses and lost wages; and they both claimed they incurred alternative living expenses due to the home being inhabitable, physical damage to the home requiring repair at a cost based on alleged code violations and construction defects, remediation of the home at a cost due to alleged code violations and construction defects, and diminution in the value of the home due to the same conditions.

On or around March 31, 2011, Willow Creek filed a Third-Party Complaint against DMT, L&L Electric Co., Inc., and Eduardo Moreno d/b/a/ E.S. Moreno Construction for indemnification and breach of contract. The Third-Party Complaint by Willow Creek was amended in July of 2011 and DMT remained only a Third-Party Defendant in the litigation.

In June of 2014, Tymika Jones Alston and Harold Alston reached an agreement at mediation with Willow Creek and Torres for them to enter a confession of judgment as to the amount of alleged repairs necessary to the home. Subsequent to this agreement, Plaintiffs filed an Amended Complaint on August 11, 2014 naming DMT as a primary defendant. At no point prior to the filing of Plaintiffs' Amended Complaint was DMT sought to be joined as a party against whom Plaintiffs made a direct claim in the litigation. Therefore, Tymika Jones Alston

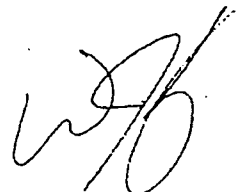


and Harold Alston made no direct claims against DMT until over seven years after Plaintiffs initially noticed construction defect issues with their home.

Tymika Jones Alston and Harold Alston filed a Motion for Leave to File an Amended Complaint on May 22, 2014 wherein Plaintiffs sought to amend their complaint to add a personal bodily injury claim by [REDACTED] a minor, by and through Harold Alston and Tymika Alston, his parents. [REDACTED] was still a minor at the time the Amended Complaint was filed in August of 2014. DMT was still only a third-party Defendant at the time the motion was filed in May of 2014.

The mediation agreement between Tymika Jones Alston and Harold Alston and Willow Creek and Torres was not published to DMT. Rather, counsel for DMT obtained a copy of the mediation agreement for the first time on March 17, 2015 from counsel for Willow Creek because Plaintiffs' counsel objected to the production of the agreement by the mediator. Therefore, DMT did not know the express content until March 17, 2015.

On July 15, 2014, counsel for Tymika Jones Alston and Harold Alston sent an e-mail to counsel for DMT regarding the scheduling of the motion hearing on their pending motion to add [REDACTED] as a party based on his personal bodily injury claim. This was the only motion pending at the time and is the only amendment discussed in the correspondence. Counsel for DMT consented for the amendment to add the minor child as a party based on the personal bodily injury claim being made by and through the parents. On August 11, 2014, counsel for the Alstons informed counsel for DMT that the Amended Complaint was filed on that date. Counsel for the Alstons requested that counsel accept service of the Amended Complaint on behalf of DMT. By response e-mail, counsel for DMT agreed to accept service of the Amended Complaint. The Amended Complaint was sent to counsel for DMT on August 12, 2014, but the pleading did not merely add the minor as a party. Rather, it added the minor as a party, did not include Willow Creek or Torres as parties, and for the first time made direct claims by the Alstons against DMT. By execution of an acceptance of service, Counsel for DMT accepted service of the Amended Complaint on behalf of DMT and expressly reserved all defenses. DMT filed a timely responsive pleading to the Amended Complaint, including the defenses of the Statute of Limitations and Laches. Subsequently, counsel for DMT filed the motion for summary judgment heard before this Court.



[REDACTED]

[REDACTED]

STANDARD FOR SUMMARY JUDGMENT

A motion for summary judgment shall be granted where there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *Staubes v. City of Folly Beach*, 331 S.C. 192, 500 S.E.2d 160 (1998); *Summer v. Carpenter*, 328 S.C. 36, 492 S.E.2d 55 (1997). A party opposing a properly supported motion for summary judgment may not rest on the mere allegations or denials of the pleading, but must set forth or point to specific facts showing there is a genuine issue of material fact. *Anderson v. Liberty Lobby, Inc.*, 106 S.Ct. 2505, 477 U.S. 242, 248 (1986). A party's response to the motion must set forth specific facts, admissible in evidence, showing there is a genuine issue for trial. If that party does not so respond, summary judgment should be entered against that party. *Moody v. McLellan*, 295 S.C. 157, 367 S.E.2d 449 (Ct. App. 1988).

DISCUSSION

A. Summary judgment is appropriate based on the statute of limitations.

South Carolina Code § 15-3-530 establishes a three year statute of limitations for contract and negligence actions. For negligence actions, the statute of limitations begins to run from the date when the injury resulting from the wrongful conduct either is discovered or should have been discovered by the exercise of reasonable diligence. *Cline v. J.E. Faulkner Homes, Inc.*, 359 S.C. 367, 597 S.E. 2d 27 (Ct. App. 2004). The date when a plaintiff learns of a potential new defendant has absolutely no bearing on the timing of the statute of limitations. *Gillman v. City of Beaufort*, 368 S.C. 24, 627 S.E.2d 746 (Ct. App. 2006).

The Court notes that counsel for DMT has agreed that the personal bodily injury claim on behalf of the minor, [REDACTED] is not time barred under the statute of limitations. This Court agrees and, therefore, the personal bodily injury claim on behalf of the minor may continue. However, Tymika Jones Alston's and Harold Alston's individual claims, including allegations of resulting damages, against DMT are barred by the statute of limitations. Plaintiffs filed their Complaint against DMT at least three years after the statute of limitations had expired for their claims and, consequently, their Complaint must be dismissed. South Carolina courts have made the importance of abiding by statutes of limitations clear. "Statutes of limitations are not simply technicalities. On the contrary, they have long been respected as fundamental to a well-ordered

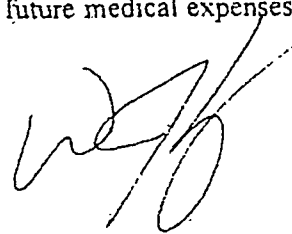


judicial system. Statutes of limitations embody important public policy considerations in that they stimulate activity, punish negligence, and promote repose by giving security and stability to human affairs. One purpose of a statute of limitations is to relieve the courts of the burden of trying stale claims when a plaintiff has slept on his rights." *Moates v. Bobb*, 322 S.C. 172, 470 S.E.2d 402 (Ct. App. 1996).

The fact that Willow Creek filed a Third Party Complaint against DMT has no bearing on the statute of limitations between Tymika Jones Alston, Harold Alston and DMT. *See, Whitfield Constr. Co. v. Bank of Tokyo Trust Co.*, 338 S.C. 207, 525 S.E.2d 888 (Ct. App. 2000)(counterclaim was time-barred by the statute of limitations when filed more than three years after the lawsuit began). "[I]t is well established that the statute of limitations operates as a defense to limit the remedy available from an existing cause of action, and unless the action is commenced before the expiration of the limitations period, the plaintiff's claim is barred." *Gillman v. City of Beaufort*, 368 S.C. 24, 627 S.E.2d 746 (Ct. App. 2006)(case against an indispensable party dismissed under Rule 19 of the South Carolina Rules of Civil Procedure for being time barred).

The South Carolina Supreme Court has noted that although statutes of limitations may result in plaintiffs being unable to find judicial relief, the public policy behind the statutes outweighs any hardships that plaintiffs endure when they have neglected to bring a timely suit. "The statute of limitations may sometimes work a great hardship in special cases, but under the principle that litigation and contention must have an ending, and that the repose and quiet of the many compensates for the loss of the few, such statutes have been adopted and strictly enforced in most countries as wise, and as contributing to the best interests of society." *Arial v. Arial*, 29 S.C. 84, 7 S.E. 35 (1888). Here, Plaintiffs have slept on their rights and neglected to bring in DMT before the expiration of the statute of limitations and, thus, their Complaint must be dismissed.

This bar by the statute of limitations includes Tymika Jones Alston's and Harold Alston's individual claims for breach of contract, negligence and negligent supervision, breach of the implied warranty of workmanlike service, breach of the implied warranty of merchantability, and breach of the implied warranty of fitness for a particular purpose. This bar by the statute of limitations would therefore also preclude any claim for damages by Tymika Jones Alston for personal bodily injury resulting in pain and suffering, past and future medical expenses and lost



wages; any claim for damages by Harold Alston for personal bodily injury resulting in pain and suffering, past and future medical expenses and lost wages; and any claims by either for alternative living expenses due to the home being inhabitable, physical damage to the home requiring repair based on alleged code violations and construction defects, costs associated with remediation of the home based on alleged code violations and construction defects, and alleged diminution in the value of the home due to the same conditions. These are direct and consequential damages related to time barred property damage claims by them as the owners of the home at issue and related to their own personal bodily injury claims. Therefore, these damages may not be pursued in any claim brought on behalf of the minor [REDACTED]

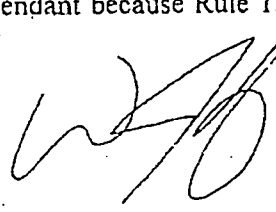
B. Summary Judgment is appropriate because Rule 15(c) of SCRPC does not apply to the Amended Complaint adding DMT as a Defendant after the statute of limitations had expired.

Plaintiffs cannot amend their pleadings pursuant to Rule 15(c) of the South Carolina Rules of Civil Procedure to defeat the statute of limitations. Rule 15(c) holds that:

“Whenever the claim or defense asserted in the amended pleading arose out of the conduct, transaction, or occurrence set forth or attempted to be set forth in the original pleadings, the amendment relates back to the date of the original pleading.

An amendment changing the party against whom a claim is asserted relates back if the foregoing provision is satisfied and, within the period provided by law for commencing the action against him the party to be brought in by amendment (1) has received such notice of the institution of the action that he will not be prejudiced in maintaining his defense on the merits, and (2) knew or should have known that, but for a mistake concerning the identity of the proper party, the action would have been brought against him.”

Rule 15(c) only applies to the change of a party, not the addition of a party. *See, Jackson v. John Doe*, 342 S.C. 552, 537 S.E.2d 567 (Ct. App. 2000)(Plaintiff not allowed to amend pleadings under Rule 15(c) because Plaintiff did not simply correct a defendant’s name or substitute one defendant for another. Rule 15(c) only relates to a change in party, not the addition of a defendant to an already existing defendant); *See, Gause v. Smithers*, 384 S.C. 130 (Ct. App. 2009)(Plaintiff not allowed to bring in the son as a defendant after the statute of limitations had run when the father was already named as a defendant because Rule 15(c) only



governs cases where a party is being changed, not added). Furthermore, Rule 15(c) does not apply because Plaintiffs did not did not serve an incorrectly named defendant and, therefore, Plaintiffs are not merely correcting a mistake as to identity. *Compare, Hughes v. Water World Water Slide*, 314 S.C. 211, 442 S.E.2d 584 (1994)(Plaintiff allowed to amend pursuant to Rule 15(c) because Plaintiff served using name on sign in front of business instead of proper corporate name and corporation had notice because served on president of the corporation).

C. Summary Judgment is appropriate because the responsive pleading included the proper affirmative defenses and the agreement to accept service of the complaint is not a waiver of affirmative defenses.

Plaintiffs contend DMT waived their affirmative defenses to the Amended Complaint by agreeing to accept service. This Court disagrees. Rule 4(j) of the South Carolina Rule of Civil Procedure provides only that “[n]o other proof of service shall be required when acceptance of service is acknowledged in writing and signed by the person served or his attorney . . .” The rule does not provide that acceptance of service of a pleading amounts to a waiver of affirmative defenses to the pleading other than related to the proof of service. Rather, as to affirmative defenses, Rule 8 and Rule 12 of the South Carolina Rules of Procedure govern when defenses, including, but not limited to, the statute of limitations and laches, are waived. In this case, the only agreement for acceptance of service before the Amended Complaint was sent related to a motion to add the personal bodily injury claim of Jaden Alston by and through his parents. The Amended Complaint that was submitted to DMT included the addition of the minor’s bodily injury claim, but also included for DMT. Therefore, pursuant to the previous correspondence regarding the addition of the minor as a party to this hybrid Amended Complaint did not include an acknowledgment of acceptance of service for DMT. This submission was timely and clear. The timely Answer to the Amended Complaint included the affirmative defenses of statute of limitations and laches, as required by Rule 8 of the SCRCF, and, therefore, the defenses are properly before the Court. Plaintiff’s counsel’s only expectation from the acceptance of service should have been that the pleading would not have to be served through more formal means allowed under the rules of civil procedure. This is evident based on the correspondence submitted to and from counsel for claimants. Specifically, the correspondence



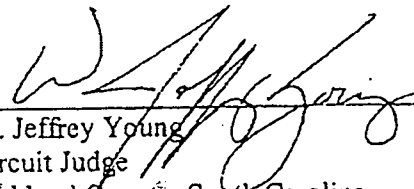


contains no evidence of any waiver regarding affirmative defenses or procedural defenses other than the sufficiency of service. Therefore, the acceptance of service did not act as a waiver of the defenses submitted only through the responsive pleading. *See, Earthscapes Unlimited, Inc. v. Ulbrich*, 390 S.C. 609 (2010)(affirmative defenses to a cause of action must generally be asserted in a party's responsive pleading).

CONCLUSION

Therefore, based on the discussion herein and the evidence presented to this Court, Defendants' motion for summary judgment as to the individual claims of Tymika Jones Alston and Harold Alston as set forth above is granted. Tymika Jones Alston and Harold Alston, as parents of the minor, may only proceed with the personal bodily injury claim of [REDACTED] against DMT because the statute of limitations had not run on that claim as of the filing and service of the Amended Complaint.

AND IT IS SO ORDERED.



W. Jeffrey Young
Circuit Judge
Richland County, South Carolina

October 19, 2015

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

MOTION AND ORDER INFORMATION FORM AND COVER SHEET

Tymika Jones Alston and Harold Alston Individually and as Parents and Guardians on behalf of their minor child [REDACTED]

Plaintiff(s)

C/A No: 2012-CP-40-6895R

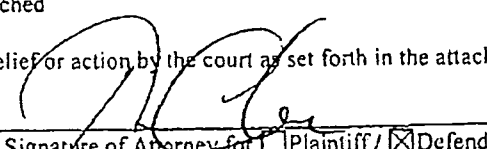
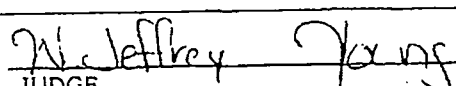
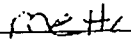
vs.

Donald Richard Torres d/b/a DMT Construction, Co., Inc., L&L Electric Inc. and Eduardo Moreno d/b/a E.S. Moreno Construction

Defendant(s)

NOV - 2 PM 12:59
JEANETTE W. NEGRON
C.C.P. & S.C.

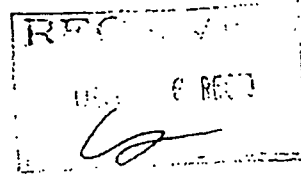
FILED

Plaintiff's Attorney: Donald Gist, Esquire Address: 4400 North Main Street Columbia, South Carolina 29203 phone: (803) 771-8007 fax: (803) 771-0063 e-mail: donaldgist.gistlawfirm@gmail.com other:	Defendant's Attorney: G. Thomas Chase, S.C. Bar No. 66452 Address: McAngus, Goudelock & Courie, LLC Post Office Box 2980 55 East Camperdown Way, Suite 300 (29601) Greenville, South Carolina 29602 (864) 239-4000 Direct number: (864) 239-4008 Fax: (864) 242-3199 e-mail: tchase@mgclaw.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 checked="" type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: Estimated Time Needed: Court Reporter Needed: <input type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input checked="" type="checkbox"/> Written motion/order 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	10/7/15 Date submitted
SECTION III: Motion Fee	
<input type="checkbox"/> PAID - AMOUNT: <input checked="" type="checkbox"/> EXEMPT: (check reason)	
<input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <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, SCRCPP) <input checked="" 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: 2156 Date: 10/19/15
CLERK'S VERIFICATION	
Collected by: 	Date Filed: 10/27/15
<input type="checkbox"/> MOTION FEE COLLECTED: _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: _____	

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JAN 31 2019
SC Court of Appeals

Reply To
G. THOMAS CHASE
Direct Dial: (864) 239-4008
tchase@mgclaw.com

October 23, 2015



The Honorable Jeanette W. McBride
Richland County Clerk of Court
Post Office Box 2766
Columbia, South Carolina 29202-2766

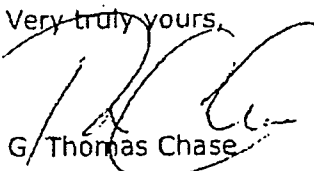
RE: Tymika Jones Alston and Harold Alston individually and as Parents and Guardians on behalf of their minor child [REDACTED] vs. Donald Richard Torres d/b/a DMT Construction, Co., Inc., L&L Electric Inc. and Eduardo Moreno d/b/a E.S. Moreno Construction
Civil Action No.: 2012-CP-40-6895R (Richland)
Carrier Claim No.: MPI80262
MGC File No.: 20362.11008

Dear Ms. McBride:

Please find enclosed for filing the original and two (2) copies of the Order for Summary Judgment Related to Individual Claims of Tymika Jones Alston and Harold Alston which has been signed by Judge Jeffrey Young in the above-captioned case. I would appreciate your returning a clocked-in copy of the same to me in the envelope provided.

Thanking you in advance for your assistance, I am

Very truly yours,


G. Thomas Chase

GTC/mbo
Enclosures
cc: Donald Gist, Esquire, Gist Law Firm (w/encl.)

Richland County Common Pleas

Clerk : Jeanette W. McBride
Richland County Judicial Center
Columbia, SC 29201
(803) 576-1999

Received From: Chase, G Thomas
PO Box 2980
Greenville, SC 29602
Paying for: Alston, Tymika Jones
Transaction Type: Payment
Payment Type: Check \$25.00
Total Paid: \$25.00

Date: 10/27/2015
Receipt #: 200052
Clerk: METTSB
Reference #:26572
Comment:

Non-Refundable

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2012CP4006895R	Tymika Jones Alston , plaintiff, et al vs Willow Creek Construction Inc , defendant, et al	\$25.00	\$25.00	\$0.00
Total Cases:	1	\$25.00	\$25.00	\$0.00

ELECTRONICALLY FILED - 2019 Feb 13 10:26 AM - RICHLAND - COMMON PLEAS - CASE#2012CP4006895R