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March 17, 2021

**RECEIVED**

**Mar 17 2021**

**SC Court of Appeals**

**VIA EMAIL**

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

**Re: Noel Owens v. Mountain Air Heating & Cooling, et al.  
Appellate Case No. 2020-000054**

Dear Ms. Kitchings:

I represent the appellant in the above-referenced appeal, and I write to provide a supplemental citation pursuant to Rule 208(b)(7), SCACR. Today the Supreme Court of South Carolina, in Hazel v. Blitz U.S.A., Inc., Op. No. 5782 (S.C. Sup. Ct. filed March 17, 2021) (Shearouse Adv. Sh. No. 9 at 24), stating that “[a] right of contractual indemnity will not be enforced if the indemnitee’s own negligence caused the loss, unless the agreement expressly provides otherwise[.]” id. at 36, affirmed this court’s opinion in Hazel v. Blitz U.S.A., Inc., 425 S.C. 361, 822 S.E.2d 338 (Ct. App. 2018). This court’s Hazel opinion is cited at pages 9-10 of the appellant’s final brief for this same principle of law.

Thank you for your attention in this matter. Of course, if you or other court personnel have any questions or concerns, please do not hesitate to contact me.

With kind regards, I am,

Very truly yours,  
**HARRISON, RADEKER & SMITH, P.A.**

A handwritten signature in blue ink, appearing to read "Andrew S. Radeker", is written over a horizontal line.

Andrew S. Radeker

ASR/

cc: Margaret A. Collins, Esq.  
Elizabeth D. Moore, Esq.  
William R. Padget, Esq.