



Reply To

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September 23, 2022

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Sep 23 2022

SC Court of Appeals

Via S.C. Courts E-Filing

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

RE: Joseph Abruzzo v. Bravo Media Productions LLC, Haymaker Media, Inc.,
NBCUniversal Media, LLC, Comcast Corporation, Craig Conover,
Chelsea Meissner, and Madison LeCroy
Civil Action No.: 2020CP1000472 (Charleston)
Carrier Claim No.: 170003678
MGC File No.: 21162.20001
Appeal No.: 2020-001095

Dear Ms. Kitchings:

Appellants are in receipt of Respondent's letter advising the Court of the Supreme Court's decision in *Damico v. Lennar Carolinas, LLC*, S.C. Sup. Ct. Order dated September 14, 2022 (Howard Adv.Sh. No. 33). The arbitration provision under consideration in *Damico* is substantively different from the arbitration agreement under consideration in this case, such that the outcome in *Damico* is of limited usefulness in the resolution of this appeal. There, the arbitration agreement was found to be unconscionable because it granted Lennar the sole ability to decide whether or not to include its "contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties to the arbitration," while at the same time providing that no factual or legal findings reached in the arbitration would be binding in any other arbitral or judicial proceedings "unless there is mutuality of parties," which both deprived the plaintiff of his right to name defendants, and created the potential of leaving the plaintiff with an incomplete remedy. There are no remotely comparable one-sided provisions in the arbitration agreement under consideration here.

The *Damico* Opinion does, however, set forth the proper standard for analyzing arbitration agreements, which is discussed in the Brief of Appellants at pp. 19-27, 34-44; Reply Brief of Appellants at pp. 5-20, and confirms that the arbitration agreement contained in the Appearance Release, Voluntary Participation, and Arbitration Agreement is not unconscionable. See Brief of Appellants at pp. 34-44; Reply Brief of Appellants at pp. 12-20.

Finally, the public policy concerns raised in *Damico*—centered firmly in the fact that the contract there involved the purchase of a new home and based on South Carolina's "deeply-rooted and long-standing policy of protecting new home buyers"—are

wholly absent from this case, which involves a completely voluntary appearance on a reality television show.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "H. Hiser", with a long horizontal flourish extending to the right.

Helen F. Hiser

cc: Aaron E. Edwards, Esq.