

September 28, 2022

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**SC Court of Appeals**

**VIA E-Filing**

The Honorable Jenny Abbott Kitchings  
Clerk of Court  
South Carolina Court of Appeals  
ctappfilings@sccourts.org


Re: Huskins v. Mungo Homes, LLC  
Appellate Case No.: 2018-000889

Dear Ms. Kitchens:

By letter dated September 21, 2022, Appellants submitted additional authority purporting to support its Petition for Rehearing. While Respondents are hesitant to make any additional submissions unless requested by the Court, the authority cited and argued by Appellants is not analogous to the issues presented in the Petition for Rehearing. Contrary to Appellants' argument in its letter, the severability issue is distinguishable from the holding in *Damico et al v. Lennar Carolinas, LLC*; Opinion No. 28114 (filed September 14, 2022) as severing the final portion of the arbitration agreement would not leave a fragmented arbitration agreement, nor is the arbitration agreement one-sided in favor of the Respondent. Similarly, to refuse to apply S.C. Code § 15-3-140 to the arbitration agreement would put arbitration agreements on unequal footing with other contracts in South Carolina.

If the Court would like additional briefing on these issues, Respondents will happily provide supplemental briefing. Thank you for your consideration.

Sincerely,

  
STEVEN R. KROPSKI