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Alvin A. Coleman (1930-1995)

November 11, 2022

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SC Court of Appeals

•Certified Mediator/Arbitrator
+Also Admitted District of Columbia

Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29201

Re: The Retreat at Charleston National Country Club Home Owners Association, Inc., et al
vs. Winston Carlyle Charleston National, LLC, et al AND Builders FirstSource-Southeast
Group, LLC vs. Pohlman Quality Exteriors, Inc., et al
C/A No.: 2016-CP-10-03783
AB File No.: 33761

Dear Ms. Kitchings:

I hope this letter finds you well.

On September 14, 2022, the South Carolina Supreme Court decided *Patricia Damico, et. al. v. Lennar Carolinas, LLC, et. al.*, Op. No. 28114 (S.C. Ct. filed Sept. 14, 2022). Pursuant to Rule 208(b)(7), *SCACR*, I am advising the Court that this opinion represents pertinent and significant authority for Issue III presented in the Final Brief being contemporaneously filed by undersigned counsel on behalf of Respondent Pohlman Quality Exteriors, Inc, inasmuch as the opinion a) affirms that the decision of whether to invoke the severability clause in a contract is left to the discretion of the trial judge, and b) provides an example of the Court refusing to sever the unconscionable provisions of an arbitration agreement (similar to an indemnification provision) and enforce a fragmented agreement that skews in favor of the more experienced drafter.

Respondent Pohlman kindly requests this Court be advised and consider this new opinion as it weighs a decision in this matter. Should you have any questions or concerns, please do not hesitate to contact me.

With kind regards, I am

Very truly yours,


E. GLENN ELLIOTT

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