

From: [Howard, Patricia](mailto:Howard.Patricia)
To: [Thompson, Ashli](mailto:Thompson.Ashli)
Subject: RE: Opinion No. 28114 - Filed September 14, 2022
Date: Thursday, December 8, 2022 12:51:27 PM

From: Rick Leonhardt <leonhardt143@outlook.com>
Sent: Tuesday, December 6, 2022 11:24 AM
To: Koffskey, Dawn V. <DKoffskey@sccourts.org>; McLean, Denise S. <dmclean@sccourts.org>; Smith, Lucille B. <lsmith@sccourts.org>; Flinchum, Debra J. <djflinchum@sccourts.org>
Cc: Rick Leonhardt <leonhardt143@outlook.com>
Subject: Opinion No. 28114 - Filed September 14, 2022

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To whom it may concern...Please help.

The South Carolina Supreme Court's (SCSC) Opinion No. 28114 has effectively voided applicable Binding Mediation and Arbitration Clauses from Lennar's Purchase and Sales Agreements. I am speaking only of those Arbitration Clauses that comply with the specific language quoted by the SCSC, in that Opinion. We have been told by Lennar's attorneys, and our own, that the SCSC has been asked to review their Opinion No. 28114.

My wife and I are now entering into the Arbitration process with Lennar, who has requested Joinder with over half a dozen subcontractors. This Joinder greatly extends the length of time to complete this Arbitration process and is extremely more expensive for us.

Our question(s), because we do not get the same answer from several different Attorneys we've asked, including our own: What is legally in effect at this time, the Arbitration Clause in our Contract (signed in 2017), or the SCSC's Opinion No. 28114, while it waits to be reviewed? Do we have a Right to deny Lennar's request for Joinder at this time?

Please help. This has been a 5.5-year journey with Lennar. The first 3 years in trying to get them to fix these substantial issues, and the last 2.5 years grinding our way through the Mediation and now Arbitration processes. We have already spent over \$50,000 of our own money...and the Arbitration process itself will cost us at least an additional \$25,000. I'm not lying. We paid \$454,270.00 for this home. The estimated cost of repairs is \$834,000.00. It's been a challenge just to get correct answers to questions. So please, can someone help us with this question?

I hope I have not been 'inappropriate' for using these email addresses for this inquiry. If so, I sincerely apologize. After 5.5 years of dealing with Lennar, we now approach all related matters with a desperate, adamant, definitive, and persistent behavior for truth, fact, accountability, and responsibility...anything less is not acceptable. In this case, we tried by asking several attorneys, but now have gone all the way to the top for fact and truth.

Sincerely

Thank you. Rick and Janet

Richard and Janet Leonhardt
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