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December 13, 2022

**Via Email Only**

The Honorable Patricia A. Howard  
Clerk of Court  
The Supreme Court of South Carolina  
P.O. Box 11330  
Columbia, SC 29211

RECEIVED

Dec 13 2022

S.C. SUPREME COURT

**RE: *Brad Walbeck v. The I'On Company***  
Appellate Case No. 2019-000968

Dear Ms. Howard:

Pursuant to Rule 208(b)(7) of the South Carolina Appellate Court Rules, and in advance of argument scheduled for this Wednesday, December 14, 2022, Petitioners-Respondents respectfully submit this Court's recent affirmance of *Damico v. Lennar Carolinas, LLC*, 437 S.C. 596, 879 S.E.2d 746, 761 (2022), *reh'g denied* (Nov. 17, 2022) as supplemental authority that it is the continuing public policy of this State to protect new homebuyers:

Given that the subject matter of the contract involves new home construction, and South Carolina has an extensive history of expanding its common law on contracts so as to protect new homebuyers, we find honoring the severability clause here—particularly because it goes to a material term of the arbitration agreement—would violate public policy.

*Id.* at 761 (emphasis added).

Respectfully submitted,

*/s/ Justin Lucey*

Justin Lucey, Esq.

cc: All Counsel of Record (*via Email*)