

During arbitration, Clark asserted claims against AJP and AJP answered and asserted counterclaims. AJP participated in a mediated settlement conference with Clark where it was agreed that, among other things, Clark would release its claims against AJP and Arch Insurance Company. (AJP furnished payment and performance bonds naming Arch Insurance Company as surety, AJP as principal, and Clark as obligee.) Arch moved to dismiss the arbitration without regard to this Court's Order. The arbitrator, apparently without knowledge of this Court's Order, dismissed the Court's Order to arbitrate presumably based upon representations of Arch.

The primary issue before the Court on November 27, 2023, was whether the arbitration order should be confirmed given the circumstances as described. Upon review of the materials filed by the parties and the arguments presented by counsel, the Court denied Defendant Clark's motion to confirm the arbitration order and ordered the parties back to arbitration to resolve the claims asserted.

In Defendant Clark's motion to alter or amend judgment pursuant to SCRCP 59(e), Clark argued that the Court should reconsider its ruling. In the motion, Defendant Clark has failed to raise any new arguments which have not previously been before this Court. This Court finds that the issues raised at the hearing were correctly decided and are properly reflected in the Order. Therefore, the motion to alter or amend judgment pursuant to SCRCP 59(e) is respectfully, denied.

IT IS SO ORDERED.

Honorable Diane S. Goodstein
Presiding Judge

Dorchester, South Carolina
This ____ day of _____, 2024.



Dorchester Common Pleas

Case Caption: Ajp Solutions Llc VS Clark Construction Inc Of Mississippi ,
defendant, et al
Case Number: 2022CP1801997
Type: Order/Other

It is so Ordered!

s/Diane S. Goodstein