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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT
Sherman and Claudia Howell, Plaintiff, vs. D.R. Horton, Inc., Defendant.	)	CASE NO. 2024-CP-40-03510 **ORDER**
D.R. Horton, Inc. Third-Party Plaintiff, vs. Jenkins Plumbing Company, LLC, Caryl Mechanicals II, Inc., L&M Electric, Inc., Unique Stone Creations, M&L General Construction, Inc., Alpha Omega Construction Group, Inc., and ASC Services and Supply, Inc., Third-Party Defendants.	)	

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SC Court of Appeals

Before the Court is Defendant D.R. Horton, Inc.'s ("D.R. Horton") August 9, 2024, Motion to Stay and Compel Arbitration ("Motion"). Plaintiffs, Sherman and Claudia Howell ("Plaintiffs" or the "Howells"), oppose the Motion. Both Defendant and Plaintiffs filed briefs in support of their positions and a hearing on this matter was attended by counsel for both parties on September 4, 2024.

Having carefully considered the law and facts, the written submissions of the parties, and the arguments of counsel, the Court **DENIES** D.R. Horton's Motion.

As explained in greater detail below, the Court reaches its ruling because the arbitration agreement is unconscionable and unenforceable as a matter of law and the Court concludes that severance of the unconscionable provisions is inappropriate here. Moreover, even if this were not

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the case, under the Doctrine of Merger, the arbitration provision relied on by D.R. Horton was merged into the deed at the time of closing and D.R. Horton has not shown its burden to show by "clear and convincing evidence" that the arbitration provision survived closing here.

FINDINGS OF FACT & CONCLUSIONS OF LAW

I. FACTUAL BACKGROUND

D.R. Horton is a large and sophisticated construction company engaged in the building and sale of residential homes across the United States. On or about December 29, 2021, Plaintiffs, the Howells, signed a purchase and sale agreement ("Contract") agreeing to buy a D.R. Horton constructed home located in Blythewood, South Carolina (the "Home").[1]

The Howells were not represented by legal counsel at the time they entered into the Contract and had no significant experience in real estate, construction, or legal matters. The Contract was a standard form contract produced by D.R. Horton and was offered to the Howells on a "take it or leave it" basis. Inclusive of its various addendums, the Contract ran for over thirty pages of single space text.

Section 18 of the Contract speaks to "remedies available to the parties in the event of breach of this Agreement prior to closing or termination of this Contract." Sections 18(a) and (b), respectively, discuss the other party's remedies if "Purchaser" (i.e., the Howells) or "Seller" (i.e., D.R. Horton) defaults under its obligations "*prior to Closing* or termination of this Contract" and expressly provide that these types of claims are subject to Section 15, the arbitration provision.

On the other hand, Section 18(c) styled "Post-Closing and Post-Termination Remedies,"

[1] The copy of the Contract initially submitted by both parties was not signed by a duly-authorized representative of D.R. Horton. Following the September 4, 2024, hearing before this Court, D.R. Horton provided the Court with a copy of the Contract appearing to be electronically signed by "Judy L. Anderson" D.R. Horton's "Assistant Secretary" on January 4, 2022. For purposes of this Order, the Court assumes that the Contract was fully executed by both parties.

provides that,

> Notwithstanding subsections a and b above, **from and after the Closing** or any termination of this Contract, each party shall have the right to pursue its actual (but not consequential or punitive) damages against the other party **for breach of any covenant or agreement contained herein that expressly survives the Closing or termination of this Contract.**

(emphasis added). In contrast to Section 18(a) of the Contract, Section 18(c) does not reference an alternative dispute resolution (e.g., arbitration) process for claims *arising after Closing*.

Various provisions of the Contract contain the type of "express" language referenced in Section 18(c) that details the parties' rights and obligations *after closing*. For instance, Section 9(b) of the Contract references the Howells' obligation to indemnify D.R. Horton for pre-closing inspections—a clause that "[n]otwithstanding any other provision herein . . . shall survive closing." In a similar way, Section 9(d) provides that D.R. Horton's "obligation to correct, repair or replace any items that are listed on a [pre-closing] Punch List shall survive closing." Finally, Section 10 likewise provides that the Howells' obligation to "indemnify and hold [D.R. Horton] harmless from" claims by real estate brokers or agents "shall survive closing." Conversely, the arbitration provision relied on by D.R. Horton in its Motion and at Section 15 of the Contract, does not contain survival language or state that claims arising after Closing are subject to arbitration.

On or about February 7, 2022, the Howells closed on the Home. At this point, neither side had brought a claim against the other. The deed does not reference the Contract or contain an arbitration provision.

Following the closing, the Howells began to detect various issues with the Home which led them to retain counsel and commission a study by a professional engineer. The engineer's study found that various components of the Home were constructed in an unworkmanlike fashion.

Especially concerning to the Howells though was what they learned occurred before they

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signed the Contract. The Howells knew that a third-party had previously been under contract for the home, but backed out of the transaction before closing. The Howells assert that a D.R. Horton representative told them the third-party could not obtain financing. But the record today reflects that the third-party prospective purchasers, Thomas Simmons and Leigh Anne Thomas (the "Simmons") backed out of their contract with D.R. Horton because D.R. Horton failed to adequately address the Simmons' concerns with needed repairs to the "I-Joists" supporting the second floor of the home. Subsequently, the Howells assert, D.R. Horton tried to cover up the fact that these repairs had not been completed.

Following, the Howells filed their Summons and Complaint against D.R. Horton on June 10, 2024. D.R. Horton answered and moved to compel arbitration and to stay on August 9, 2024.

In bringing its Motion, D.R. Horton relies on Section 15 of the Contract, providing:

> **15. MANDATORY BINDING ARBITRATION.** PURCHASER AND SELLER SHALL SUBMIT TO BINDING ARBITRATION ANY AND ALL DISPUTES WHICH MAY ARISE BETWEEN THEM REGARDING THIS AGREEMENT AND/OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY DISPUTES REGARDING: (A) SELLER'S CONSTRUCTION AND DELIVERY OF THE HOUSE; (B) SELLER'S PERFORMANCE UNDER ANY PUNCH LIST OR INSPECTION AGREEMENT; AND (C) THE LIMITED WARRANTY PURSUANT TO SECTION 14 ABOVE. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE PROCEEDING SHALL BE CONDUCTED PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND, TO THE EXTENT POSSIBLE, UNDER RULES WHICH PROVIDE FOR AN EXPEDITED HEARING. THE FILING FEE FOR THE ARBITRATION SHALL BE PAID BY THE PARTY FILING THE ARBITRATION DEMAND, BUT THE ARBITRATOR SHALL HAVE THE RIGHT TO ASSESS OR ALLOCATE THE FILING FEES AND ANY OTHER COSTS OF THE ARBITRATION AS A PART OF THE ARBITRATOR'S FINAL ORDER. THE ARBITRATION SHALL BE BINDING AND FINAL, AND EITHER PARTY SHALL HAVE THE RIGHT TO SEEK JUDICIAL ENFORCEMENT OF THE ARBITRATION AWARD. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ANY DISPUTES ARISING UNDER THE LIMITED WARRANTY SHALL BE MEDIATED, ARBITRATED AND/OR JUDICIALLY RESOLVED PURSUANT TO THE TERMS, CONDITIONS, PROCEDURES AND RULES OF THE LIMITED WARRANTY. . .

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Section 15 refers to and directly proceeds Section 14 of the Contract, which provides as follows:

> **14. WARRANTIES AND DISCLAIMER.**
>
> **a**. **Ten-Year Limited Warranty**. Seller shall provide Buyer with a written, ten-year limited warranty on the House administered by Residential Warranty Corporation ("*RWC*") which shall be effective as of the Closing Date. The terms and conditions of, and exclusions from, the ten-year limited warranty shall be as set forth in that document published by RWC entitled, "LIMITED WARRANTY, 10 YEAR LIMITED WARRANTY FOR NEW HOMES," and referred to herein as the "*Limited Warranty*." At Closing, Seller shall deliver to Buyer the documentation necessary for Buyer to obtain the actual Limited Warranty for the House from RWC.
>
> **b. Manufacturers' Warranties**. At Closing, Seller shall assign to Purchaser all warranties, expressed or implied, which are given by the manufacturer of any appliance or product installed in the House.
>
> **c. Disclaimer and Limitation on Seller's Liability**. THE LIMITED WARRANTY GIVEN TO PURCHASER BY SELLER PURSUANT TO SUBSECTION 14a ABOVE IS TO THE EXCLUSION OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SELLER HEREBY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, MERCHANTABIITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE PAST, PRESENT OR FUTURE CONDITION OR USE OF ANY LANDS OR AREAS SURROUNDING THE PROPERTY OR IN THE VICINITY OF THE PROPERTY. AFTER CLOSING, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION TO PURCHASER OF ANY NATURE WHATSOEVER EXCEPT AS PROVIDED IN THIS SECTION 14 OF THIS AGREEMENT, IN SECTION 9(d) ABOVE AND IN SELLER'S DEED TO PURCHASER. EXCEPT AS OTHERWISE PROVIDED IN THE LIMITED WARRANTY, SELLER SHALL NOT BE LIABLE FOR ANY REASON, UNDER ANY CIRCUMSTANCES, TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING SECONDARY, CONSEQUENTIAL, PUNITIVE, GENERAL, SPECIAL, OR INDIRECT DAMAGES.

At the time of the execution of the Contract, the Home was already constructed by D.R. Horton. Neither Section 14 nor Section 15 were specifically explained to the Howells when they

signed the Contract. The Home was a significant investment for the Howells. At the time, home prices were increasing and homes available for sale that suited the Howells' needs were limited.

II. THE SCUAA APPLIES TO THE CONTRACT

At the onset, the Court notes D.R. Horton's contention that the Contract here is governed under the Federal Arbitration Act, 9 U.S.C. 1, *et seq*. ("FAA"). *See* D.R. Horton's Memorandum at 7-10. But the "FAA does not reflect a congressional intent to occupy the entire field of arbitration." *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 591, 553 S.E.2d 110, 116 (2001) (citing *Volt Info. Scis. Inc. v. Board of Trs.,* 489 U.S. 468, 109 S.Ct. 1248 (1989)).

Instead, "[t]he FAA preempts state laws that invalidate the parties' agreement to arbitrate [b]ut it does not follow that the FAA prevents the enforcement of agreements to arbitrate under different rules than those set forth in the [FAA] itself." *Munoz v. Green Tree Fin. Corp*., 343 S.C. 531, 542 S.E.2d 360 n. 2 (2001) (citations omitted)). "If the parties have agreed to abide by state rules of arbitration, enforcing those rules according to the terms of the agreement is consistent with the goals of the FAA." *Zabinski*, 346 S.C. at 592, 553 S.E.2d at 116 (2001). In other words, "'[t]he parties to a contract are . . . free to agree that our state Arbitration Act will apply and this agreement shall be enforceable even if interstate commerce is involved.'" *Zabinski*, 346 S.C. at 594, 553 S.E.2d at 117 (citing *Munoz,* 343 S.C. at 539, 542 S.E.2d at 363 n. 2).

Here, the face of the Contract provides that it is subject to the South Carolina Uniform Arbitration Act, S.C. Code Ann. § 15-48-10 *et seq*. ("SCUAA"). And "because the essential character of the [Contract]" here "was strictly for the purchase of a completed residential dwelling and not the construction" this dispute is one of an intrastate nature. *Bradley v. Brentwood Homes, Inc*., 398 S.C. 447, 459, 730 S.E.2d 312, 318 (2012). Accordingly, the SCUAA is what the parties agreed to, what the law provides, and where the Court will focus its analysis.

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Having determined that the SCUAA applies to the parties' Contract here, the Court will now consider the enforceability of Section 15—the language relied on by D.R. Horton in bringing its Motion.

III. THE ENFORCEABILITY OF THE ARBITRATION PROVISION IN THE CONTRACT.

As noted above, D.R. Horton contends that Section 15 of the Contract governs the present dispute,

> PURCHASER AND SELLER SHALL SUBMIT TO BINDING ARBITRATION ANY AND ALL DISPUTES WHICH MAY ARISE BETWEEN THEM REGARDING THIS AGREEMENT AND/OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY DISPUTES REGARDING: (A) SELLER'S CONSTRUCTION AND DELIVERY OF THE HOME . . .

See D.R. Horton Motion at ¶ 2 (ellipsis original). The Howells dispute the enforceability of this provision and assert that the arbitration provision is "unconscionable."

Under both the FAA and the SCUAA, trial courts decide whether a valid agreement to arbitrate exists. *See, e.g.*, *Coinbase, Inc. v. Suski*, 144 S. Ct. 1186, 1193 (2024) (quoting *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 586 U.S. 63, 69, 139 S. Ct. 524, 530 (2019)) ("The court determines whether a valid arbitration agreement exists.'"); *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 23, 644 S.E.2d 663, 667 (2007) ("The trial court should determine the threshold validity of the arbitration agreement."); S.C. Code Ann. § 15-48-20(a) (". . . if the opposing party denies the existence of the agreement to arbitrate, the court shall proceed summarily to the determination of the issue. . .").

But before considering whether the arbitration agreement here is enforceable, this Court must decide the threshold issue of what it should consider in deciding this question.

A. **What Provision(s) of the Contract May the Court Consider in its Enforceability Analysis?**

"In *Prima Paint*, the [United States] Supreme Court held that to avoid arbitration, a party must assert a contractual defense to the arbitration agreement itself, and not to the contract as a whole. Thus, for example, a party must allege that the arbitration agreement is unconscionable, not that the entire contract is unconscionable." *Smith v. D.R. Horton, Inc.*, 417 S.C. 42, 48, 790 S.E.2d 1, 4 (2016) (citing *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 406 87 S. Ct. 1801 (1967).

While here, the Howells have challenged the enforceability of the specific arbitration provision relied on by D.R. Horton, under *Prima Paint* "in conducting an unconscionability [this Court] may only consider the provisions of the arbitration agreement itself, and not those of the whole contract." *Id.; see also* 1 COMMERCIAL ARBITRATION § 19:36 ("an arbitration clause in a larger contract must be carved out . . . [and] examined separately.").

As such, this Court, like the Supreme Court of South Carolina, must "address this issue first because it controls which portions of the [Contract] [this Court] may properly consider in conducting . . . [its] analysis." *Smith.*, 417 S.C. at 48, n. 4 790 S.E.2d at 3, n. 4. In other words, "the Court must first define the scope of the arbitration agreement before considering whether that agreement is unconscionable." *Damico v. Lennar Carolinas*, LLC, 437 S.C. 596, 609, 879 S.E.2d 746, 753 (2022).

Here, "D.R. Horton asserts that the arbitration agreement is wholly contained in [Section 15]. Therefore, according to D.R. Horton, the Court may not consider any of the remaining [Sections]—such as [Section 14's] damages limitation—in determining whether the arbitration agreement is unconscionable." *Smith*, 417 S.C. at 48, 790 S.E.2d at 4.

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But, as Plaintiffs, the Howells, assert, where an "arbitration agreement [is] not merely a standalone provision but [is] instead embedded in multiple contract terms, including ones dealing with a limited home warranty" this Court may consider terms outside the explicit text of Section 15. *Damico v. Lennar Carolinas*, LLC, 437 S.C. 596, 607, 879 S.E.2d 746, 752 (2022) (citing *Smith*).

Here, the Court concludes that like in *Smith*, this Court must read additional provisions of the Contract "to understand the scope of the warranties and how different disputes are to be handled. The [different sections of the Contract] contain numerous cross-references to one another, intertwining the [sections] so as to constitute a single provision." *Smith*, 417 S.C. at 48, 790 S.E.2d at 4; *see also Ellie, Inc. v. Miccichi*, 358 S.C. 78, 91, 594 S.E.2d 485, 493 (2004) ("Where one contract explains, amplifies, or limits the other, those provision will be given effect between the parties so that the whole agreement, as actually contracted by the parties, may be effected."); 1 COMMERCIAL ARBITRATION § 19:36 ("in determining if [a] severed arbitration clause is enforceable under generic principles of contract law, the court may consider the context of the arbitration clause within the four corners of the [broader] contract, looking at other parts of the contract that *relate to, support, or are otherwise entangled with the operation of the arbitration clause*.") (emphasis added).

To be sure, "courts must respect and enforce a contractual provision to arbitrate as it respects and enforces all contractual provisions. There is however, no public policy—federal or state—'favoring' arbitration." *Palmetto Constr. Grp., LLC v. Restoration Specialists, LLC*, 432 S.C. 633, 639, 636, 856 S.E.2d 150, 153 (2021), instead, arbitration "agreements [stand] upon the same footing as other contracts." *Morgan v. Sundance, Inc.*, 596 U.S. 411, 418, 142 S. Ct. 1708, 1713 (2022).

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“Contract interpretation begins with the plain language of the agreement.” *Stevens Aviation, Inc. v. DynCorp Int'l LLC*, 407 S.C. 407, 416, 756 S.E.2d 148, 152 (2014). This is same whether it is a contract to arbitrate or otherwise. *Lampo v. Amedisys Holding, LLC*, 437 S.C. 236, 241, 877 S.E.2d 486, 489 (Ct. App. 2022), *reh'g denied* (Aug. 30, 2022), *cert. granted* (Feb. 7, 2024) (Courts must “treat arbitration agreements the same as all other contracts—no more, no less.”). “When a contract is unambiguous, clear, and explicit, it must be construed according to the terms the parties have used, to be taken and understood in their plain, ordinary, and popular sense.” *S.C. Dep't of Transp. v. M & T Enterprises of Mt. Pleasant*, *LLC*, 379 S.C. 645, 655, 667 S.E.2d 7, 13 (Ct. App. 2008) (citing *C.A.N. Enters., Inc.*, 296 S.C. at 377, 373 S.E.2d at 586). “Additionally, an interpretation that gives meaning to all parts of the contract is preferable to one which renders provisions in the contract meaningless or superfluous.” *Stevens Aviation*, 407 S.C. at 417, 756 S.E.2d at 153. (citations omitted).

Accordingly, documents or other authorities incorporated by reference into an arbitration clause are part of the arbitration agreement, and, just like any other agreement, may be considered in construing their meaning or enforceability. *Lackey v. Green Tree Financial Corp.*, 330 S.C. 388, 498 S.E.2d 988 (Ct. App. 1998) (holding that an authority incorporated by reference into an arbitration clause must be read into the terms of the arbitration agreement); *see also Damico v. Lennar Carolinas, LLC*, 437 S.C. 596, 879 S.E.2d 746 (2022) (recognizing that *Smith* held that sections incorporated by reference into the arbitration provision must be read into the agreement in determining the question of enforceability).

Accordingly, “in accordance with the *Prima Paint* doctrine” and the South Carolina Supreme Court’s ruling in *Smith*, this Court concludes that “in determining whether the arbitration agreement is unconscionable,” this Court “may properly consider the entirety of” the arbitration

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provision and its incorporated or "intertwined" sections, that when read together "constitute a single provision." *Smith*, 417 at 48-49, 790 S.E.2d at 4.

Here, while not identical, the Howells' Contract with D.R. Horton is very similar to that analyzed by the Supreme Court in *Smith* and discussed in great detail in the Court of Appeals' earlier, later affirmed decision in *Smith v. D.R. Horton, Inc.,* 403 S.C. 10, 742 S.E.2d 37 (Ct. App. 2013).

In *Smith,* the arbitration provision relied on by D.R. Horton was found within the "Warranties and Dispute Resolution" provision of the contract, a provision containing several sub-sections:

> Section 14(a) [of the contract] provided for a warranty from Residential Warranty Corporation (RWC), which purported to be the only warranty extended by [D.R.] Horton, except for such warranties as cannot be disclaimed by law. Section 14(b) provided that validation of the RWC warranty was conditioned on Horton's compliance with all RWC's enrollment procedures and upon [D.R.] Horton remaining in good standing in the RWC program. Section 14(c) purported to disclaim all other warranties, express or implied, as to quality, fitness for a particular purpose, merchantability, and habitability. Section 14(c) further provided all disputes under the RWC warranty were subject to binding arbitration. Sections 14(d)–(f) provided exclusions to the warranty for landscaping.

Smith., 403 S.C. at 12, 742 S.E.2d at 39 (Ct. App. 2013).

Here, Section 14(a) of the Howells' contract "provide[s] for a warranty from Residential Warranty Corporation (RWC), which purport[s] to be the only warranty extended by [D.R.] Horton" but the Contract does not include a provision "except[ing] such warranties as cannot be disclaimed by law." *Id.*

Instead of the RWC-related provisions in section 14(b) in *Smith*, Section 14(b) here provides for a post-closing assignment of manufacturer's warranties to the Howells. Section 14(c) here, like in *Smith* "purport[s] to disclaim all other warranties as to quality, fitness for a particular purpose, merchantability, and habitability" excepting a "limited warranty on the [Home]

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administered by Residential Warranty Corporation ("RWC") . . . referred to [within the Contract] as the "*Limited Warranty.*" Here, Section 14(c) in the Howells' contract further adds,

> AFTER CLOSING, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION TO PURCHASER OF ANY NATURE WHATSOEVER EXCEPT AS PROVIDED IN THIS SECTION 14 OF THIS AGREEMENT, IN SECTION 9(d) ABOVE[2] AND IN SELLER'S DEED TO PURCHASER. EXCEPT AS OTHERWISE PROVIDED IN THE LIMITED WARRANTY, SELLER SHALL NOT BE LIABLE FOR ANY REASON, UNDER ANY CIRCUMSTANCES, TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING SECONDARY, CONSEQUENTIAL, PUNITIVE, GENERAL, SPECIAL, OR INDIRECT DAMAGES.

This provision is similar to Section 14(i) "prefaced 'Limitation of Liability" in *Smith* which disclaimed warranties except for those specifically provided or imposed by law, including "as to merchantability or fitness for a particular purpose, either expressed or implied . . . [and that D.R. Horton] shall not be liable for monetary damages of any kind, including secondary, consequential, punitive, general, special or indirect damages." *Smith*., 403 S.C. at 13, 742 S.E.2d at 39 (Ct. App. 2013).

The arbitration provision in *Smith* was located at paragraph 14(g) and read as follows:

> **Mandatory Binding Arbitration:** [The Smiths] and [D.R. Horton] each agree that, to the maximum extent allowed by law, they desire to arbitrate all disputes between themselves. The list of disputes which shall be arbitrated in accordance with this paragraph include, but are not limited to: (1) any claim arising out of [D.R. Horton's] construction of the home; (2) [D.R. Horton's] performance under any Punch List or Inspection Agreement; (3) [D.R. Horton's] performance under any warranty contained in this Agreement or otherwise; and (4) any other matters as to which [the Smiths and Horton] agree to arbitrate.

[2] The Howells have not brought a specific claim arising under Section 9(d). Section 9(d) of the Contract contemplates the Howells and D.R. Horton drafting a "punch list" that D.R. Horton will be obliged to address, even if after closing. However, the Section also provides that "[u]nder no circumstances shall [D.R. Horton] be required to correct, repair or replace any items on or of the Property that are not listed on the Punch List signed by [D.R. Horton]."

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Here, the arbitration provision is contained within a now "separate" Section 15 and states in pertinent part as follows:

> **MANDATORY BINDING ARBITRATION.** PURCHASER AND SELLER SHALL SUBMIT TO BINDING ARBITRATION ANY AND ALL DISPUTES WHICH MAY ARISE BETWEEN THEM REGARDING THIS AGREEMENT AND/OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY DISPUTES REGARDING: (A) SELLER'S CONSTRUCTION AND DELIVERY OF THE [HOME] B) SELLER'S PERFORMANCE UNDER ANY PUNCH LIST OR INSPECTION AGREEMENT; AND (C) THE LIMITED WARRANTY PURSUANT TO SECTION 14 ABOVE. . . . NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ANY DISPUTES ARISING UNDER THE LIMITED WARRANTY SHALL BE MEDIATED, ARBITRATED AND/OR JUDICIALLY RESOLVED PURSUANT TO THE TERMS, CONDITIONS, PROCEDURES AND RULES OF THE LIMITED WARRANTY.

In *Smith,* "[s]ection 14(h) provided that if a dispute arose prior to the closing date, [D.R.] Horton had the right to terminate the agreement, return the earnest money, and 'no cause of action shall accrue on behalf of [the Smiths] because of such termination." *Id.*at 12, 742 S.E.2d at 39. Here, neither Section 14 nor Section 15 contain such a provision, but as discussed in greater detail below, Section 18 of the Contract provides for "the sole and exclusive remedies available to the parties in the event of breach of this [Contract] *prior to Closing or termination of this Contract*, and shall be to the exclusion of all other remedies at law." (emphasis added). Among these "remedies" is that in the event of D.R. Horton's default before closing, the Howells could "institute[e] mandatory binding arbitration of [their] claim . . . in accordance with Section 15 above."

D.R. Horton has apparently modified the language of its standard contract terms since the Court of Appeals and Supreme Court's ruling in *Smith.* Today, it asserts that unlike in *Smith*, "the arbitration provision in the [Contract] is contained in a standalone section and should be reviewed as such and is severable from any other language of the [Contract] under *Prima Paint*." And, for

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this contention, D.R. Horton cites the South Carolina Supreme Court's ruling in *Damico v. Lennar Carolinas, LLC*, 437 S.C. 596, 879 S.E.2d 746 (2022).

In *Damico*, the Supreme Court distinguished its prior ruling in *Smith* and held that "in contrast to [*Smith*]" in *Damico* the arbitration agreement relied on by one of the parties was contained in "a distinct section of the purchase and sale agreement that sets forth the entirety of the arbitration agreement." *Damico*, 437 S.C. at 610, 879 S.E.2d at 754. As the Court explained, the *Damico* arbitration provision "deal[t] solely with the scope of arbitration and the requisite formalities accompanying an arbitration proceeding, such as the procedural rules and number of arbitrators required to resolve the dispute." *Id.* However, in further distinguishing the arbitration provision in *Damico* from the one at issue in *Smith*, the Court in *Damico* also observed that the arbitration provision contained no "refer[ence] to the limited warranty" and did not "incorporate[ ] it by reference." *Id.*

Here, D.R. Horton's revisions to the Contract, while a change in form from what was previously considered, are not a change in function. In function, the Contract here still closely resembles the contract in *Smith* as opposed to the contract considered in *Damico*. The arbitration language at Section 15 of the Contract still incorporates by reference the warranty provisions of Section 14—without reference to which, one cannot understand how various disputes are to be handled.

Why it is still necessary for the Court to review the "various subparagraphs" dealing with "'Warranties and Dispute Resolution'" and their "'numerous cross-references to one another,'" that create such "intertwining [of] the subparagraphs so as to constitute a single provision" so that they "'must be read [together] to understand the scope of the warranties and how different disputes are to be handled'" can be illustrated by the way different types of disputes are to be resolved under

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the arbitration provision. *Damico*, 437 S.C. at 609, 879 S.E.2d at 754 (citing *Smith*, 417 S.C. at 48, 790 S.E.2d at 4 (second substitution in *Damico*).

For instance, pre-closing disputes are dealt with in a relatively straightforward fashion. As Section 18(b) contemplates, had D.R. Horton "default[ed] on any of its obligations [under the Contract] *prior to closing or termination of this Contract*" the Howells could have "institute[ed] mandatory binding arbitration of" their claim "**in accordance with Section 15 above**" (providing for arbitration of *inter alia* disputes regarding the "construction and delivery" of the home).

Yet, *after closing*, how disputes are resolved becomes more complex. Under Section 18(c), the Contract only provides for "a right to pursue . . . damages" *after closing only* for "breach[es] of any covenant or agreement that expressly survives the Closing or termination of the Contract."

But such "expressly surviv[ing]" obligations for D.R. Horton are limited. In all events, a purchaser's relief *after closing* is limited by Section 14(c) of the Contract, providing that,

> **AFTER CLOSING, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION TO PURCHASER OF ANY NATURE WHATSOEVER EXCEPT AS PROVIDED IN THIS SECTION 14 OF THIS AGREEMENT, IN SECTION 9(d) ABOVE AND IN SELLER'S DEED TO PURCHASER**. EXCEPT AS OTHERWISE PROVIDED IN THE LIMITED WARRANTY, SELLER SHALL NOT BE LIABLE FOR ANY REASON, UNDER ANY CIRCUMSTANCES, TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING SECONDARY, CONSEQUENTIAL, PUNITIVE, GENERAL, SPECIAL, OR INDIRECT DAMAGES.

(emphasis added).

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As this provision confirms, outside of continuing "punch list" obligations (not at issue here), the only remaining post-closing obligations for D.R. Horton are those set out in the "deed" or in the "Limited Warranty" described in Section 14(a).[3]

However, showing the intertwined nature of Section 14 and Section 15 (on which D.R. Horton relies for its Motion) Section 15 also provides that,

> . . . NOTWITHSTANDING ANY OTHER PROVISION HEREIN**, ANY DISPUTES ARISING UNDER THE LIMITED WARRANTY SHALL BE MEDIATED, ARBITRATED AND/OR JUDICIALLY RESOLVED PURSUANT TO THE TERMS, CONDITIONS, PROCEDURES AND RULES OF THE LIMITED WARRANTY.**

(emphasis added).

D.R. Horton does not suggest that the Limited Warranty's dispute resolution mechanism(s) apply to this dispute, and neither party has presented evidence of what the Limited Warranty provides. But, as the foregoing illustrates, to "understand the scope of the warranties and how different disputes are to be handled," *Smith*, 417 S.C. at 48, 790 S.E.2d at 4, this Court cannot, as D.R. Horton suggests, limit its review to only the explicit text of Section 15—because Section 15, on its face, incorporates by reference Section 14 and its warranty provisions.

This Court having concluded, as *Smith* and *Damico* seem to require, that in order to understand the arbitration provision at issue here, both Section 15, itself, along with Section 14 that it incorporates by reference, must be considered, the Court now turns its analysis to the unconscionability of these provisions.

[3] Which, as referenced above, is ". . a written, ten-year limited warranty on the [Home] administered by Residential Warranty Corporation ("*RWC*") ***which shall be effective as of the Closing Date***." Section 14(a) (emphasis added).

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B. The Arbitration Agreement is Unconscionable.

"[A]rbitration agreements [stand] on an equal footing with other contracts." *Goodwin v. Branch Banking & Tr. Co.*, 699 F. App'x 274, 275 (4th Cir. 2017). So, like all other contracts "generally applicable contract defenses, such as fraud, duress, or unconscionability, may be applied to invalidate arbitration agreements . . . " *Damico*, 437 S.C. at 611, 879 S.E.2d at 755; *Doctor's Assocs., Inc. v. Casarotto*, 517 U.S. 681, 687, 116 S. Ct. 1652, 1656 (1996) (*accord*).

At its core, unconscionability is defined "as the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms which are so oppressive that no reasonable person would make them and no fair and honest person would accept them." *Fanning v. Fritz's Pontiac-Cadillac-Buick, Inc.*, 322 S.C. 399, 403, 472 S.E.2d 242, 245 (1996). This general description of unconscionability applies to all contract terms, including arbitration provisions. *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339, 131 S.Ct. 1740, 1746 (2011).

Unconscionability must be evaluated under two prongs: (1) lack of meaningful choice; and (2) oppressive terms. *Simpson,* 373 S.C. at 25 644 S.E.2d at 668-69; *see also* 17A Am. Jur. 2d Contracts § 272 (characterizing these two prongs as procedural and substantive unconscionability, respectively); *see also id.* § 271 ("Generally, the doctrine of unconscionability protects against unfair bargains and unfair bargaining practices. . . .").

As analyzed below, the purported arbitration provision within the Agreement fails on both substantive (one-sided and oppressive terms) and procedural (lack of meaningful choice) grounds and is, thus, unconscionable and unenforceable.

"Lack of meaningful choice on the part of one party generally speaks to the fundamental fairness of the bargaining process in the contract at issue." *Simpson v. MSA of Myrtle Beach,* 373

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S.C. 14, 25 644 S.E.2d 663, 668-69 (2007) (citations omitted). "In determining whether a contract was tainted by an absence of meaningful choice," courts should consider,

> . . . the nature of the injuries suffered by the plaintiff; whether the plaintiff is a substantial business concern; the relative disparity in the parties' bargaining power; the parties' relative sophistication; whether there is an element of surprise in the inclusion of the challenged clause; and the conspicuousness of the clause.

Simpson, 373 S.C. at 25, 644 S.E.2d at 669 (citations omitted); *see also* 17A Am. Jur. 2d Contracts § 272 ("Other factors to be considered include the use of sharp practices or high-pressure tactics, the sophistication or wealth of the parties, the relative scarcity of the subject matter of the contract, the age of the parties, who drafted the contract, whether the terms were explained to the weaker party, and whether alterations in the printed terms were possible.").

"[U]nder general principles of state contract law, an adhesion contract is a standard form contract offered on a 'take-it-or-leave-it' basis with terms that are not negotiable." *Simpson.* 373 S.C at 26-27, 644 S.E.2d at 669. In circumstances involving adhesion contracts, an absence of meaningful choice is readily apparent based upon the lack of bargaining power. The South Carolina Supreme Court recently recognized that national homebuilders engage in "'consumer transaction[s] which [are] essentially contract[s] of adhesion" and that they "may be examined by the courts with *special scrutiny* to assure that it is not applied in an unfair or unconscionable manner against the party who did not participate in its drafting.'" *Damico*, 437 S.C. at 614, 879 S.E.2d at 756 (2022), (quoting 17 C.J.S. CONTRACTS § 9) (emphasis added). In the analysis of the lack of meaningful choice in *Smith*, the Supreme Court highlighted that previously it had "'taken judicial cognizance of the fact that the modern buyer of new residential housing is normally in an unequal bargaining position as against the seller.'" *Smith*, 417 S.C. at 50; 790 S.E.2d at 4 (citing *Kennedy v. Columbia Lumber & Mfg. Co*., 299 S.C. 335, 343, 384 S.E. 2d 730, 735-36 (1989).

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Here, as in *Smith*, "there is no indication . . . that the [Plaintiffs] enjoyed a substantially stronger bargaining position against D.R. Horton than the average homebuyer, or that they were represented by independent counsel" in negotiating the Agreement. 417 S.C. at 50, 790 S.E.2d at 4. Likewise, just as in *Smith*, here the record demonstrates Plaintiffs had no meaningful choice in accepting the arbitration provision, as it was embedded in a purchase and sale agreement over 30 pages in length that was offered on a take it or leave it basis by D.R. Horton. Also, like the transaction in *Smith*, the Plaintiffs' purchase of their Home had little business concern to D.R. Horton, "as they are a single client to a corporation that constructs houses in [now more than] twenty-seven states." *Id*. at 50, 790 S.E.2d at 5. Contrasting with D.R. Horton's large and highly sophisticated business operations, the Howells were relatively unsophisticated in real estate transactions and related fields. The purchase of the Home represented a significant investment for them—especially relative to D.R. Horton. And, at the time, home selections that fit the Howells' needs in the Columbia-area were limited.

The cumulative effect of the arbitration, disclaimers, and limitation of liability provisions is significant if enforced. These one-sided terms purportedly limit any monetary damages that Plaintiffs can recover; leave the repairs at D.R. Horton's discretion; require Plaintiffs (the only parties likely to bring claims under the Agreement) to pay the arbitrator fee; and commit Plaintiffs to waive their right to a jury trial as to claims against D.R. Horton—a party that is alleged to have committed fraud by lying multiple times in the transaction, in a case that involves significant construction defects.[4]

[4] While the Court sets to the side, for purposes of present analysis, allegations of fraud in the inducement to the Contract as a whole here, the Howells allegations of a literal "cover-up" of potentially dangerous structural defects by a large corporation are a reminder of the seriousness of the Howells' claims.

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In *Smith v. D.R. Horton*, the Supreme Court of South Carolina affirmed the holdings of the Circuit Court and Court of Appeals concluding that D.R. Horton's form arbitration provision "attempt[ing] to disclaim implied warranty claims and prohibit *any* monetary damages [is] clearly one-sided and oppressive." 417 S.C. at 48, 790 S.E.2d at 4. Here, like in *Smith*, the arbitration provision is "intertwin[ed]" *Smith*, 417 S.C. at 48, 790 S.E.2d at 4, with the "clearly one-sided and oppressive" terms purporting to "disclaim[ ] all other warranties, expressed or implied" and allegedly absolving D.R. Horton of responsibility for "monetary damages of any kind." *Smith*, 417 S.C. at 55; 790 S.E.2d at 5. Here, the Howells, like the plaintiffs in *Smith*, "are left with no remedy at all because it leaves the relief at the whim of D.R. Horton while simultaneously allowing no monetary recuperation, when as is here, the repairs are simply inadequate." *Smith*, 417 S.C. at 50, 790 S.E.2d at 4.

Accordingly, the Court finds that the arbitration provision here is both procedurally and substantively unconscionable, and thus, unenforceable as a matter of law.

C. The Court Will Not Sever the Unconscionable Terms from the Arbitration Agreement.

Having held that the arbitration provision here is unconscionable, the Court must now decide whether these unconscionable terms may be severed from the arbitration agreement.

"[T]he general principle in this State is that it is not the function of the court to rewrite contracts for parties." *Simpson*, 373 S.C. at 34, 644 S.E.2d at 673. Instead, when confronted with an unconscionable provision, "the intent of the parties is best achieved by severing the arbitration clause in its entirety rather than 'rewriting' the contract by severing multiple unenforceable provisions." *Id.* at 35.

In *Damico v. Lennar Carolinas, LLC*, the Supreme Court emphasized the special quality of a consumer transaction "involv[ing] the purchase of a new home." 437 S.C. at 623, 879 S.E.2d

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at 761. This is because "South Carolina has a deeply-rooted and long-standing policy of protecting new home buyers." *Damico*, 437 S.C. at 621, 879 S.E.2d at 760. To honor a severability clause in a new home purchase agreement "would encourage sophisticated parties to intentionally insert unconscionable terms—that often go unchallenged—throughout their contracts, believing the courts would step in and rescue the party from its gross overreach," *id.* at 604, 879 S.E.2d at 751, "knowing that if the contract is found unconscionable, a narrower version will be substituted against an innocent, inexperienced homebuyer." *Id.* at 622, 879 S.E.2d at 760.

Accordingly, "[b]ecause most homebuyers simply comply with their arbitration agreements rather than challenging them in court . . . *the law should provide a strong incentive for home builders not to overreach*." *Id.* at 623, 879 S.E.2d at 761 (emphasis added) (quotations omitted). The Court concluded:

> 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. Our holding is based primarily upon two factors. First, the contract at issue is a contract of adhesion, in which it is "considerably doubtful" both parties truly intended a court to sever an unconscionable provision and enforce the remainder of the agreement. Second, with respect to the public policy considerations inherent in this type of consumer transaction (homebuying), "the likelihood that refusal to enforce the bargain or term will further [public] policy" is, we hope, high. *See* 17A Am. Jur. 2d *Contracts* § 238.

Damico, 437 S.C. at 624, 879 S.E.2d at 761; *see also Smith*, 403 S.C. at 16, 742 S.E.2d at 41 ("We conclude the arbitration clause . . . should not be severed from the numerous unconscionable provisions and particularly [D.R.] Horton's attempt to waive any seller liability for 'monetary damages of any kind . . .'"); *Goodwin v. Branch Banking & Tr. Co.*, 699 F. App'x 274 (4th Cir. 2017) (affirming district court's refusal to sever unconscionable terms of a putative arbitration agreement).

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Here, this Court finds no reason to distinguish its holding from the well-established precedent above. Accordingly, the Court finds that severance of the unconscionable provisions of the arbitration provision here is not warranted.

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Accordingly, the arbitration agreement in the Contract is unconscionable, and thus, unenforceable as a matter of law. Furthermore, severance of these unconscionable provisions is not warranted under the Contract or the law. As such, on these grounds, D.R. Horton's Motion is DENIED.

IV. THE ARBITRATION PROVISION WAS MERGED INTO THE DEED AT CLOSING

Even if the arbitration provision here was not unconscionable and unenforceable, South Carolina's Merger Doctrine would apply to prevent application of the arbitration language of Section 15.

Under the doctrine of merger, "[t]he execution, delivery, and acceptance of a deed varying from the terms of the antecedent contract indicates an amendment of the original doctrine, and generally the rights of the parties are fixed by their expressions as contained in the deed." *Wilson v. Landstrom*, 281 S.C. 260, 264, 315 S.E.2d 130, 132 (Ct. App. 1984) *quoting Charleston & W. C. Ry. Co. v. Joyce*, 231 S.C. 493, 504, 99 S.E.2d 187 (1957). In other words, once parties execute a deed ". . . the written . . . agreement to convey is merged in the deed, the agreement to convey is discharged or is modified as indicated by the deed, the deed regulates the rights and liabilities of the parties, and [prior] agreement[s] [are] inadmissible." *Charleston & W. C. Ry. Co.*, 231 S.C. at 505, 99 S.E.2d at 193; *Wilson*, 281 S.C. at 264, 315 S.E.2d at 132 ("A deed executed [after a] contract for the sale of land supersedes that contract. . .").

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South Carolina first recognized the merger doctrine in 1885, when St. Phillip's Church sought to enforce a provision in an agreement between it and Zion Presbyterian Church, in which the parties agreed that the purchase property must be home to a Presbyterian church. *St. Philip's Church v. Zion Presbyterian Church*, 23 S.C. 297, 300 (1885). Because the provision limiting the use of the land was included in a lease agreement between the parties but not included in the later deed, the Supreme Court of South Carolina refused to enforce the provision, holding that the two agreements "merged, and that the conditions annexed to the lease were extinguished" by the subsequent deed. *Id.* at 307.

D.R. Horton asserts that one of the recognized exceptions to the merger doctrine applies here. Either that merger was not intended, *see, e.g.*, *Hughes,* 283 S.C. at 451, 322 S.E.2d at 828, or that the arbitration requirement is a "collateral agreement." *See, e.g.*, *New Prospect Area Fire Dist. v. New Prospect Ruritan Club*, 311 S.C. 402, 405, 429 S.E.2d 791, 792 (1993) ("[w]here a deed constitutes only part performance of a preceding contract, other distinct and unperformed provisions of the contract are not merged in the deed.)

In either event, D.R. Horton, as "the party denying merger has the burden of proving by clear and convincing evidence that merger was not intended." *Carlson v. South Carolina State Plastering, LLC*, 404 S.C. 250, 260, 743 S.E.2d 868, 874 (Ct. App. 2013). "Clear and convincing evidence is that degree of proof which will produce in the mind of the trier of facts a firm belief as to the allegations sought to be established. Such measure of proof is intermediate, more than a mere preponderance but less than is required for proof beyond a reasonable doubt; it does not mean clear and unequivocal.'" *Anonymous (M-156-90) v. State Bd. of Med. Examiners*, 329 S.C. 371, 375, 496 S.E.2d 17, 18 (1998) (internal citations and quotations omitted) (emphasis added).

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In *Carlson*, the South Carolina Court of Appeals recognized that an arbitration clause in a purchase and sale agreement for a new home may merge into the deed, however the *Carlson* court ruled that the merger doctrine was inapplicable, because clear and convincing evidence was submitted that "the parties did not intend for the arbitration clause to be superseded by the subsequently-executed deed." *Id.* at 261, 732. S.E.2d at 874. This was because *both* the *Carlson* purchase agreement and its arbitration provision contained an explicit survival clause:

> "The covenants, disclaimers and agreements contained in this Agreement shall not be deemed to be merged into or waived by the instruments executed at Closing, **but shall expressly survive the closing** and continue to be binding upon both parties. In addition, the arbitration clause in the purchase agreement specifically state[d] that "**after closing**, every controversy or claim arising out of or relating to this Agreement . . . shall be settled by binding arbitration."

Id. (ellipsis original, emphasis added). Accordingly, the *Carlson* court concluded that these "clear and unambiguous terms" evidenced "clear and convincing . . . support[ ]" for a "finding that the parties did not intend for the arbitration clause to be merged into the deed at closing." *Id.*

Here, as discussed above, Section 15 of the Contract, which D.R. Horton relies upon, does not contain such "express" language providing that it will survive closing. While other components of the Contract provide expressly surviving obligations on *both* parties in a plain fashion (*see* Sections 9(b), 9(d), and 10) Section 15, especially when read together with Section 14 and Section 18(c) express the parties' intention for the arbitration language of Section 15 to not survive closing, except for the limited exceptions discussed above and not applicable here.

As for the "collateral agreement" exception, that analysis is similar. D.R. Horton cannot maintain the sword of asserting that its obligations were only "partly perform[ed]" and that it has "distinct and unperformed provisions of the contract" still yet to be done, *New Prospect*, 311 S.C. at 405, 429 S.E.2d at 792, when the contract itself shields it from any such obligation pertinent to this dispute. *See, e.g.*, Section 14(c) ("after closing, Seller shall have no liability or obligation to

purchaser of any nature whatsoever . . . Seller shall not be liable for any reason, under any circumstances, to purchaser . . . for monetary damages of any kind, including secondary, consequential, punitive, general, special, or indirect damages . . .").[5]

As such, even if the unconscionable nature of the arbitration agreement did not result in denial of D.R. Horton's Motion here, the Court would conclude that the Merger Doctrine applies here and that any arbitration provision within Section 15 of the Contract was merged into the deed at the time of Closing. Because of this and because D.R. Horton has failed to meet its burden, through clear and convincing evidence, that the merger doctrine does not apply, on these grounds, D.R. Horton's Motion is DENIED.

CONCLUSION

As such, the Court finds and holds that the arbitration provision within the parties' contract is unconscionable, that these unconscionable provisions of the arbitration agreement should not be severed, and for these reasons, D.R. Horton's Motion is **DENIED.**

[5] In other contexts, where South Carolina courts have found that an arbitration provision "expressly survives" and is not merged, they have consistently applied the same "clear and convincing evidence" standard in evaluating the parties' intentions. *See, e.g.*, *Coleman v. Mariner Health Care, Inc.*, 407 S.C. 346, 355, 755 S.E.2d 450, 455 (2014) (concluding that language in the admission agreement that "recognize[d] the 'separatedness' of the [arbitration agreement] and the admission agreement" plus a clause allowing the arbitration agreement to "be disclaimed within thirty days of signing while the admission agreement could not" indicated the parties' intention "that the common law doctrine of merger not apply"); *Hodge v. UniHealth Post-Acute Care of Bamberg, LLC*, 422 S.C. 544, 562-63, 813 S.E.2d 292, 302 (Ct. App. 2018) (determining an admission agreement and arbitration agreement did not merge because "the Admissions Agreement indicated it was governed by South Carolina law, whereas the Arbitration Agreement stated it was governed by federal law," "each document was separately paginated and had its own signature page," and "the Arbitration Agreement stated signing it was not a precondition to admission" evidenced the parties' intention the documents be construed as separate instruments).

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Moreover, even if the arbitration agreement were enforceable here, the arbitration agreement was merged into the deed, and is thus, of no present enforceable effect. On these additional grounds, denial of D.R. Horton's Motion is warranted.

For these reasons, D.R. Motion to Stay and Compel Arbitration is **DENIED.**

AND IT IS SO ORDERED.

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Richland Common Pleas

Case Caption: Sherman Howell , plaintiff, et al vs D R Horton Inc , defendant, et al

Case Number: 2024CP4003510

Type: Order/Other

IT IS SO ORDERED.

/s/ Hon. Martha M. Rivers (2788)

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