THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
Master-In-Equity

Hon. Deadra L. Jefferson, Circuit Court Judge
Hon. Mikell R. Scarborough, Master-In-Equity

Opinion No. 6106 (S.C. Ct. App. refiled July 30, 2025)

TCC of Charleston, Inc., Respondent,

v.

Concord and Cumberland, LLC, Concord & Cumberland HPR, Leo Hall, Diane Hall, Bea H. Smith, Margaret C. Pope, William D. Foster, Jr., Gene G. Foster, Mattison J. MacGillivray, Teresa MacGillivray, Pamela L. Vaughn, Nelia A. Patricio, Trustee of the Nelia A. Patricio Revocable Trust Agreement, Stuart D. Reeves, Edward T. Strom, Barbara K. Henderson, James R. Clarke, Paul A. Brim, Robert K. Seidl, Jennifer M. Seidl, Robert Kenneth Seidl, II, M. Bert Storey, Thomas R. Mather, Edward T. Strom, 304 Concord & Cumberland, LLC, Marion M. Simpson f/k/a Marion Moore McDonald Simpson, Kathy Gardner, Gregory J. Gardner, Freeman Waterfront Properties, LLC, Jo-Ann Cooper, Betty Y. Segal, Robert M. Levin, and Bonita K. Levin, Donald D. Leonard, Betty L. Beatty, Mattellen, LLC, and Thomas R. Debnam, Trustee of the Trust Agreement of Thomas R. Debnam, Petitioners,

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PETITION FOR A WRIT OF CERTIORARI

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CERTIFICATE OF COUNSEL

The Court of Appeals originally issued its decision on March 19, 2025. Counsel for Petitioners[1] certify their Petition for Rehearing was made on June 6 and denied on July 30, when the Court of Appeals withdrew, substituted, and refiled its opinion.

QUESTIONS PRESENTED

I. Did the Court of Appeals err in holding that depositing the amount of an arbitration award into court does not halt the accrual of contractual interest, contrary to not only South Carolina law but also the arbitration award?

II. Did the Court of Appeals err in reversing an attorney fee award to Petitioners and remanding for a hearing on fees that TCC expressly waived?

III. Did the Court of Appeals err in upholding an arbitration award that manifestly disregarded settled South Carolina contract law by declining to enforce the parties' clear and unambiguous release and lien waiver?

IV. Did the Court of Appeals err in affirming an arbitration award that, contrary to the South Carolina Code, addresses issues the parties did not submit to arbitration?

V. Did the Court of Appeals err in concluding an arbitration award with scant factual findings and legal conclusions constitutes a "reasoned award"?

[1] This is a cross-appeal. In the Court of Appeals, the plaintiff was designated as Appellant/Respondent, while the defendants were designated as Respondents/Appellants. The undersigned counsel represent all the defendants except for Betty Beatty. It is our understanding that Ms. Beatty will be filing her own petition, as will the plaintiff. In this document, "Petitioners" means all the defendants except Ms. Beatty.

STATEMENT OF THE CASE

This case arises from a construction payment dispute on a condominium repair project in Charleston. (R. p. 17). In 2014, Concord & Cumberland HPR ("HPR") and TCC of Charleston, Inc. ("TCC") entered into a cost-plus-fee guaranteed maximum price ("GMP") contract initially valued at $3,923,939.00. (R. p. 28). As unforeseen conditions arose, scope and price increased through the GMP change-order process, which was tracked in a change order log by TCC and paid through architect-certified pay applications. (R. p. 1605, lines 12–17; R. pp. 1751, 1801–09). By February 8, 2016, the HPR had paid Pay Application No. 17 in full, and in exchange TCC executed a notarized Conditional Release and Waiver of Lien ("Release") in which it "release[d] and waive[d] all claims and liens existing as of February 8, 2016" related to the project. (R. p. 1404). The project reached substantial completion on March 8, 2016, and final completion on March 17, 2016. (R. pp. 280, 468, 1258). The ultimate dispute centered on TCC's later Pay Application No. 18, submitted March 24, 2016, and the accompanying, unilaterally conjured and proposed Change Order 10. Through those documents, TCC abandoned the GMP mechanism and asserted a total-cost claim exceeding $2 million without tying those costs to approved scope changes through the agreed process—and in direct contravention of its contemporaneous change order log forecasting $0 in further changes as of March 9, 2016. (R. pp. 1291, 1306, 1752, 1801–09).

On June 6, 2016, TCC filed a mechanic's lien and a verified complaint asserting foreclosure of the lien, breach of contract, and quantum meruit; on June 10, 2016, it amended to add the unit owners. (R. p. 18). TCC's sworn lien filings and verified pleadings identified March 17, 2016, as the last date of work. (R. p. 468, ¶10). The HPR answered, asserted affirmative defenses, and consented to TCC's motion to compel arbitration pursuant to the GMP contract. (R. p. 18). By consent, the circuit court stayed the court action and allowed the parties' contractual

claims to proceed to arbitration. (R. p. 1292). The parties executed an arbitration agreement in January 2017, and the panel ordered the form of award to be a "Reasoned Award." (R. p. 1353-59). After a merits hearing in January 2019, the panel issued an award to TCC for $2,023,074.45 that April. (R. p. 1361). Post-award proceedings revealed the panel had included Pay Application 17—an amount already paid and not in dispute—in its calculus. (R. p. 1369). In August 2019, the panel issued a Corrected Arbitration Award awarding $2,016,066.73 "plus interest and costs," now referencing retainage and PCOs 143, 144R, and 146, in place of Pay Application 17, and setting interest to accrue at a per diem rate "until (1) this Corrected Arbitration Award is satisfied and paid in full; or (2) until judgment is entered on this Corrected Arbitration Award, whichever first occurs." (R. pp. 1388–96).

The HPR timely moved in circuit court to vacate or alternatively modify or correct the award, arguing, among other things, that the panel manifestly disregarded South Carolina contract law by refusing to enforce the Release, exceeded its powers by failing to issue the agreed "Reasoned Award," and awarded amounts outside the scope of issues submitted to arbitration—including "stone tower" investigation work performed on January 23, 2017, after project completion and not included in proposed Change Order 10 and Pay Application 18. (R. pp. 1290–1706). In January 2020, Judge Deadra L. Jefferson lifted the stay and denied the HPR's motions to vacate or modify; a Rule 59 motion was denied May 1, 2020, and an ensuing appeal was dismissed as unripe for lack of confirmation. (R. pp. 16–26, 27–39, 44).

Meanwhile, the HPR and certain unit owners moved for summary judgment on TCC's foreclosure claim. (R. p. 89). TCC sought to amend its pleadings and, separately, to amend its sworn mechanic's lien statement years after filing in an effort to alter the last-date-of-work and correct its service defects. (R. pp. 89, 2081). On August 11, 2020, the circuit court permitted

amendment of pleadings but referred all other motions to the Master-in-Equity ("Master"). (R. p. 42). Following hearings in November 2020, and January 2021, the Master, Hon. Mikell R. Scarborough, confirmed the arbitration award, denied TCC's motion to amend the lien statement, granted the HPR's motions to dismiss and for summary judgment on foreclosure, and held the HPR and the unit owners as the prevailing parties on the foreclosure claim. (R. pp. 83–97). The Master found TCC's lien was not perfected and, in any event, could not be foreclosed "blanket" against the HPR under the Horizontal Property Act, which requires perfection against individual unit owners. (R. pp. 83–97). After reviewing affidavits and unredacted time records in camera, the Master awarded the HPR and owners $250,533.70 in attorney's fees and costs. (R. pp. 2788–91). Notably, after being offered an opportunity to challenge the quantum of fees, TCC expressly declined any further hearing on amount. (R. p. 2673).

On March 11, 2021, judgment was entered on the arbitration award for $2,216,899.06. (R. p. 110). On April 23, 2021, the HPR deposited the full judgment amount with the Clerk pursuant to Rule 67, SCRCP, and the Master ordered that interest cease accruing upon deposit. (R. pp. 110, 2673). TCC appealed from the Master's confirmation order, fee award, and interest ruling. On March 19, 2025—later withdrawn and substituted on July 30, 2025—the Court of Appeals affirmed the circuit court's refusal to vacate or modify the award, including as to the Release, the "Reasoned Award," and the stone tower allocation; reversed the Master's interest ruling by holding contractual interest continued despite the HPR's Rule 67 deposit; and reversed and remanded the fee award for a hearing on quantum with unredacted time entries notwithstanding TCC's express waiver of such a hearing below and despite the Master's in-camera review of affidavits and unredacted "detailed time records" before entering the award. (R. p. 2789).

This Petition seeks review because: (1) the Court of Appeals misapplied Renaissance to continue interest notwithstanding Rule 67 and the Corrected Award's own interest-termination clause, effectively abrogating Russo; (2) it remanded for a fee-quantum hearing that TCC waived; (3) it affirmed an award that manifestly disregarded settled South Carolina law by refusing to enforce TCC's unambiguous February 8, 2016, Release and Waiver of Lien; (4) it allowed recovery for stone tower investigation work outside the Project in dispute, not encompassed by Change Order 10 and Pay Application 18, nor even submitted to arbitration; and (5) it accepted a non-reasoned award despite the parties' agreement for a "Reasoned Award." (See, e.g., R. pp. 1404, 1358, 1388–96, 1706, 2673).

ARGUMENT

I. THE COURT OF APPEALS ERRED IN HOLDING THAT DEPOSITING THE AMOUNT OF AN ARBITRATION AWARD INTO COURT DOES NOT HALT THE ACCRUAL OF CONTRACTUAL INTEREST, CONTRARY TO NOT ONLY SOUTH CAROLINA LAW BUT ALSO THE ARBITRATION AWARD.

A. The Court of Appeals Misapprehended South Carolina Law in Relying on Renaissance to Continue Interest Beyond the Deposit Date.

The Court of Appeals effectively abrogated Russo v. Sutton, 317 S.C. 441, 454 S.E.2d 895 (1995), by improperly extending Renaissance Enterprises, Inc. v. Ocean Resorts, Inc., 334 S.C. 324, 513 S.E.2d 617 (1999), beyond the narrow context of supplemental proceedings. It did not even acknowledge Russo, clearly (and incorrectly) treating Renaissance as controlling. That conflation ignores the clear distinction between the cases and threatens to upend longstanding South Carolina practice. They are readily harmonized.

The dispositive differences are timing and purpose. In Russo, the debtor deposited funds under Rule 67, SCRCP, while pursuing his own appeal on the merits. In Renaissance, the deposit occurred in supplemental proceedings after appellate review had concluded.

The leading treatise confirms Rule 67's purpose. As former Chief Justice Toal explains: "This rule encourages the debtor to pay the judgment and assures the judgment creditor the funds will be available at the conclusion of the appeal." Jean Hoefer Toal et al., Appellate Practice in South Carolina 400–01 (3d ed. 2016) (citing Russo). Thus, interest ceases when the debtor no longer retains the use of the funds and the creditor faces no delay if the judgment is affirmed. See S.C. Dep't of Transp. v. Faulkenberry, 337 S.C. 140, 155, 522 S.E.2d 822, 829 (Ct. App. 1999) ("SCDOT did not retain and use the money and, as to the deposit, Faulkenberry experienced no delay in receiving it."). That rationale does not apply to Renaissance, where a deposit during supplemental proceedings simply withholds money already adjudicated as owed; in that posture, equity requires interest to accrue. This case aligns with Russo, not Renaissance. See Russo, 317 S.C. at 444, 454 S.E.2d at 896.

The Court of Appeals' decision functionally overrules Russo and rewrites settled practice. It discourages Rule 67 deposits pending a merits appeal and incentivizes debtors to keep using the funds for their own benefit. The Russo rule applies during the appellate process and does not turn on whether the interest is statutory or contractual; Renaissance addressed only post-appeal supplemental proceedings to execute a final judgment. Indeed, properly applied, Russo helps avoid supplemental proceedings altogether.

The Court should reverse the Court of Appeals and affirm the Master's order halting further interest upon the HPR's Rule 67 deposit.

B. The Court of Appeals Misapprehended the Language of the Arbitration Award When It Reversed the Master-in-Equity's Order to Stop Interest.

The Arbitration Award states:

> TCC is entitled to recover interest on the sum of PCOs 143, 144R, and 146 and retainage, totaling $958,573.00, since September 29, 2017, at the rate of 4% compounded annually through August 1, 2019 in the amount of $71,667.31.

> Interest shall accrue at the rate of $112.90 per day thereafter until (1) this Corrected Arbitration Award is satisfied and paid in full; **or (2) until judgment is entered on this Corrected Arbitration Award, whichever first occurs**.

(R. p. 15 (emphasis added)).

Judgment was entered in favor of TCC on March 11, 2021. (R. p. 110). On April 23, 2021, the HPR deposited the full amount of the award (including accrued interest until February 12, 2021, per the Master's order) into court under Rule 67, SCRCP, to halt further accrual of interest during the appeal. (R. p. 110). The Master held interest stopped upon deposit. TCC contended contractual interest should continue. The Court of Appeals reversed, holding interest continued to accrue, but it misread the Award's plain language, which terminated contractual interest upon entry of judgment—March 11, 2021.

The Court should reverse the Court of Appeals and either affirm the Master's order halting further interest upon the HPR's Rule 67 deposit or remand the issue to the Master for a determination of the proper amount owed as of March 11, 2021.

II. THE COURT OF APPEALS ERRED IN REVERSING AN ATTORNEY FEE AWARD TO PETITIONERS AND REMANDING FOR A HEARING ON FEES THAT TCC EXPRESSLY WAIVED.

The Court of Appeals "reverse[d] and remand[ed] the [M]aster's award of attorney's fees to the HPR for a hearing regarding the issue of attorney's fees with unredacted attorney's fees affidavits provided to TCC." (Op. p. 18). By remanding for a hearing on fees, the Court of Appeals is requiring the Master to conduct precisely the hearing that TCC expressly waived when it was offered the opportunity to challenge the quantum of fees. TCC's counsel stated:

> Judge, [the HPR's attorney] mentioned a hearing on quantum of fees at one time and do not know your thinking in light of the path we are on. I write only to out-scoup "Scoup Jackson" who late one night on the Senate floor said — "everything that can be said on this subject has been said, but not by me." **We refrain**, If you need us to say more, then let us know. Have a good weekend.

(R. p. 2673 (emphasis added)).

Having expressly declined a hearing on the amount of fees in the lower court, TCC should not be permitted to rely on the absence of a hearing as a basis to reverse the Master's fee award. The doctrine of wavier precludes a party from seeking appellate relief based on an alleged error that the party itself induced below. See Equivest Fin., LLC v. Ravenel, 422 S.C. 499, 505, 812 S.E.2d 438, 441 (Ct. App. 2018) ("A party cannot complain of error his own conduct has induced."); Erickson v. Jones St. Publishers, LLC, 368 S.C. 444, 476, 629 S.E.2d 653, 670 (2006) ("[A] party may not complain on appeal of error or object to a trial procedure which his own conduct has induced.").

Here, the Master's order addressed the Jackson[2] factors with specificity and was based on the evidence and arguments presented. TCC's express decision to forgo a hearing on the quantum of fees constitutes a waiver of its right to later challenge the absence of such a hearing. Allowing TCC to reverse course on appeal would undermine the principles of judicial efficiency and fairness.

Accordingly, the remand for a hearing on attorney's fees is unwarranted where TCC expressly declined such a hearing below. The Master's March 11, 2021 fee award, which addressed the relevant factors and was entered after TCC's February 26, 2021 waiver, should be affirmed.

[2] Jackson v. Speed, 326 S.C. 289, 486 S.E. 2d 750 (1997).

III. THE COURT OF APPEALS ERRED IN UPHOLDING AN ARBITRATION AWARD THAT MANIFESTLY DISREGARDED SETTLED SOUTH CAROLINA CONTRACT LAW BY DECLINING TO ENFORCE THE PARTIES' CLEAR AND UNAMBIGUOUS RELEASE AND LIEN WAIVER.

Under Waldo v. Cousins, 442 S.C. 662, 669, 901 S.E.2d 276, 279 (2024), courts should vacate an arbitration award when it is untethered from controlling legal principles known to, but shrugged off by, the arbitrators. That is what occurred here. The Panel refused to give effect to an unambiguous, uncontested, written, signed, notarized, and last-in-time Release.

The Release states that, in exchange for payment of $648,542.79 "for materials, labor and services rendered and supplied as of February 8, 2016," TCC "release[d] and waive[d] all claims and liens existing as of February 8, 2016" against the HPR "on account of, or in any way resulting from, or in connection with construction located at 175 Concord St., Charleston, SC." (R. p. 1404). There is no dispute the Release is clear and unambiguous.

South Carolina law requires enforcement of unambiguous contracts and releases as written. See S.C. Dep't of Transp. v. M & T Enters. of Mt. Pleasant, LLC, 379 S.C. 645, 655, 667 S.E.2d 7, 13 (Ct. App. 2008); McCune v. Myrtle Beach Indoor Shooting Range, Inc., 364 S.C. 242, 248–49, 612 S.E.2d 462, 465 (Ct. App. 2005). The parol evidence rule forbids using prior or contemporaneous oral understandings to contradict, vary, or explain an unambiguous written agreement. See The Delaware, 81 U.S. (14 Wall.) 579, 606 (1871); Rodarte v. Univ. of S.C., 419 S.C. 592, 603, 799 S.E.2d 912, 917–18 (2017). Nor can an unenforceable "agreement to agree" supply a contrary result. See Player v. Chandler, 299 S.C. 101, 105, 382 S.E.2d 891, 893 (1989).

The Panel nonetheless refused to enforce the Release because the HPR had previously approved and paid certain PCOs and change orders notwithstanding earlier conditional waivers—conduct predating the February 8, 2016 Release. (R. pp. 1391–92). That rationale fails as a matter of law. Waiver cannot invalidate a contract that did not yet exist. See Fender v. N.Y. Life Ins.

Co., 158 S.C. 331, 356, 155 S.E. 577, 586 (1930). Each pay-application release is its own contract; nothing in the record shows that the HPR took any post–February 8, 2016 action waiving rights under that Release. TCC chose not to reserve any exceptions in the February 8, 2016 Release despite the ability to do so.

Equitable estoppel likewise cannot be used to circumvent an unambiguous written agreement. Rodarte, 419 S.C. at 604, 799 S.E.2d at 918 ("Respondents cannot use equitable estoppel to let in through the back door what the parol evidence rule prevents from coming in the front door."). An unambiguous contract forecloses the requisite "lack of knowledge" showing for estoppel. Id.

The Court of Appeals compounded the error by deferring to the Panel's conclusory assertion that "credible testimony" showed the parties agreed to address outstanding PCOs at project end. (Op. pp. 5, 21). That statement identifies no witness, document, date, terms, or consideration, and it cannot overcome the integrated, later-in-time Release or the parol evidence rule. It also fails to supply the reasoning required for a reasoned award. See Tully Constr. Co./A.J. Pegno Constr. Co., J.V. v. Canam Steel Corp., No. 13 CIV. 3037 (PGG), 2015 WL 906128, at *15 (S.D.N.Y. Mar. 2, 2015).

Because the Panel knew the governing principles—enforcement of unambiguous releases, the parol evidence rule, the non-enforceability of agreements to agree, and the limitations on waiver and estoppel—but disregarded them to deny effect to the February 8, 2016 Release, the award reflects manifest disregard of the law under Waldo.

The HPR respectfully requests that the Court vacate the award and remand with instructions to enforce the February 8, 2016, Lien Waiver and Release. Proper enforcement of the Release would reduce the award to approximately $414,078.71, plus any post-February 8, 2016

costs included in the "disputed amount" referenced in the Corrected Arbitration Award. (R. p. 1372).

IV. THE COURT OF APPEALS ERRED IN AFFIRMING AN ARBITRATION AWARD THAT, CONTRARY TO THE SOUTH CAROLINA CODE, ADDRESSES ISSUES THE PARTIES DID NOT SUBMIT TO ARBITRATION.

The Circuit Court erred by failing to modify the arbitration award to exclude amounts allocated to the stone tower, which were unrelated to the Project. This error resulted in an award that exceeded the scope of the parties' arbitration agreement and the powers granted to the arbitrators.

The Corrected Arbitration Award improperly includes amounts related to the stone tower, a matter never within the purview of the arbitration panel's power as provided to them by the parties' arbitration agreement. Under S.C. Code Ann. § 15-48-140(a)(2), a court must modify or correct an award where "the arbitrators have awarded upon a matter not submitted to them." The record is clear that the stone tower costs were not part of the Project or the arbitration. Testimony confirms that the entire dispute was limited to Change Order 10, as submitted with Pay Application No. 18:

> "That's the universe of this dispute, correct?"
> "That's the universe of the dispute, yes, sir."

(R. p. 1540, lines 16–19).

The stone tower costs were never included in any version of PCO 139, Change Order 10, Pay Application No. 18, TCC's Mechanic's Lien, the Complaint, or the Amended Complaint. TCC first raised a claim for these costs in its pre-hearing brief, acknowledging that the stone tower investigation work occurred "after the project was complete" (R. p. 1706) and was outside the project's scope. No evidence was presented at the hearing to support the stone tower claim, nor was it ever served upon or delivered to the HPR for payment, or made the subject of discovery.

Because the stone tower claim was not submitted to the panel or the court, and the HPR was not on notice, any portion of the award based on these costs must be removed. The lower courts' failure to do so should be reversed under S.C. Code Ann. § 15-48-140(a)(2).

The Court of Appeals also misapprehends the arbitration agreement in concluding that "the stone tower was included" and that "TCC's work on the stone tower falls within the scope of the arbitration agreement, which stated the project included 'exterior repairs to Concord & Cumberland.'" (Op. p. 24). Both conclusions are contradicted by the record:

- The stone tower leak investigation was performed on January 23, 2017, after the arbitration agreement was executed on January 18, 2017 (R. pp. 1353–56), and thus could not have been contemplated by the agreement.
- The stone tower work did not involve "exterior repairs" to the Project, but rather exploratory work to investigate water intrusion, as TCC itself acknowledged: "Trident asks an additional $29,000 because Trident was asked to assist with the leaking in the stone tower after the project was complete." (R. p. 1706).

Because the stone tower work was outside the scope of the Project and the arbitration agreement, and was not properly submitted to arbitration, the award's inclusion of these costs was error. This Court should reverse the Circuit Court and remand for correction.

V. THE COURT OF APPEALS ERRED IN CONCLUDING AN ARBITRATION AWARD WITH SCANT FACTUAL FINDINGS AND LEGAL CONCLUSIONS CONSTITUTES A "REASONED AWARD."

Panel Order No. 1 required a "Reasoned Award." (R. p. 1358). But the April 17, 2019 award provided scant reasoning, few findings of fact, no conclusions of law, and no principled explanation of the amount awarded. (R. pp. 1361–63). The "Corrected Arbitration Award" did not cure these defects and only deepened the confusion. (R. pp. 1388–96).

Where, as here, the parties contract for a "reasoned award," issuing anything less exceeds the arbitrators' powers. See Tully, 2015 WL 906128, at *11–20 (remanding where two-page award was not "reasoned" as required by agreement); Liberty Mut. Ins. Co. v. Open MRI of Morris & Essex, L.P., 813 A.2d 621, 627–28 (N.J. Super. Ct. Law Div. 2002) (lack of explanation supports vacatur for disregard of law/evidence). A "reasoned award" is "more than a simple result" and must offer a coherent rationale—"statements offered as a justification for the decision." Cat Charter, LLC v. Schurtenberger, 646 F.3d 836, 844 (11th Cir. 2011); see also Rain CII Carbon, LLC v. ConocoPhillips Co., 674 F.3d 469, 473 (5th Cir. 2012) (reasoned award requires some explanation connecting facts to outcome); Leeward Constr. Co. v. Am. Univ. of Antigua, 826 F.3d 634, 640 (2d Cir. 2016) (same); Smarter Tools Inc. v. Chongqing SENCI Imp. & Exp. Trade Co., 57 F.4th 372, 383–85 (2d Cir. 2023) (remanding where award failed to articulate basis for damages).

By that standard, both awards fail. The initial award identified neither governing legal principles nor findings tying the record to the damages figure. (R. pp. 1361–63). The corrected award compounded the problem by positing an unspecified "separate agreement" apart from the GMP Contract and the Release, without identifying that agreement or any basis for its enforceability. (R. pp. 1388–96). That is conclusory, not reasoned.

The post-award proceedings confirm the absence of reasoned analysis. After the HPR showed the award was not reasoned, the Panel disclosed that its calculation included Pay Application No. 17. (R. p. 1369). When the HPR established that the application had been fully paid and was not in dispute, the Panel did not correct the number by subtracting that amount; instead, it changed its rationale and, for the first time, awarded previously unawarded PCOs to reach roughly the same bottom line. (R. pp. 1388–96). That post hoc substitution underscores that

the awards lack a transparent, principled rationale. See 3 Ian R. MacNeil et al., Federal Arbitration Law § 37.4.1, at 37:12 (Supp. 1996) (absence of written rationale frustrates judicial review).

The parties bargained and paid for a "Reasoned Award," and the Panel agreed to provide one. It did not. By issuing an award in an improper form, the Panel exceeded its powers, and the lower courts should have vacated under S.C. Code Ann. § 15-48-130(a)(3). At minimum, the matter should be remanded to the Panel to issue a truly reasoned award. See Tully, 2015 WL 906128, at *20; Smarter Tools, 57 F.4th at 385.

CONCLUSION

For the reasons stated above and in Petitioners' briefs before the Court of Appeals, a writ of certiorari should be granted.

Respectfully submitted,

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