Exhibit A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	FOR THE NINTH JUDICIAL CIRCUIT
BORIS VAN DYCK, and BORIS VAN DYCK, LLC Plaintiffs, vs. WOODLOCK CAPITAL LLC, Defendant.	)	Case No.: 2025-CP-10-02139 **ORDER DENYING DEFENDANT'S MOTION TO DISMISS**

This matter comes before the Court on a Motion to Dismiss filed by Defendant Woodlock Capital, LLC ("Defendant") pursuant Rule 12(b)(1) of the South Carolina Rules of Civil Procedure. A hearing on Defendant's Motion to Dismiss was held on Friday, June 27, 2025 via WebEx Virtual Courtroom. Plaintiffs Boris Van Dyck and Boris Van Dyck, LLC ("Plaintiffs") were represented during the hearing by S. Grace Heaton Benko of Lesemann & Associates. Defendant was represented by Clayton B. McCullough of McCullough Khan Appel.

The issue presented by Defendant's Motion is whether this fee dispute is subject to mandatory arbitration. Defendant asserts that it is subject to mandatory arbitration because the underlying Real Estate Consulting Fee Agreement includes an arbitration clause. In response, Plaintiff argues that the arbitration clause is unenforceable because: (i) it fails to comply with the requirements of the South Carolina Uniform Arbitration Act; (ii) the transaction at issue does not involve interstate commerce such that the Federal Arbitration Act is inapplicable.

The Court has reviewed the pleadings, the Real Estate Consulting Fee Agreement, applicable law, and the arguments presented by counsel during the hearing. The matter is now ready for determination.

LEGAL STANDARD

"The question of the arbitrability of a claim is an issue for judicial determination, unless the parties provide otherwise." *See Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596, 553 S.E.2d 110, 118 (2001), *citing AT & T Techs., Inc. v. Communications Workers of America*, 475 U.S. 643 (1986). Under the South Carolina Uniform Arbitration Act, "[n]otice that a contract is subject to arbitration pursuant to this chapter shall be typed in underlined capital letters, or rubber-stamped prominently, on the first page of the contract and unless such notice is displayed thereon the contract shall not be subject to arbitration." *See* S.C. Code § 15-48-10(a). Although the Federal Arbitration Act (the "FAA") does not have the same notice requirements, the FAA is not applicable unless "the commerce involved in the contract [is] interstate or foreign." *See Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 454, 730 S.E.2d 312, 315–16 (2012).

FINDINGS AND CONCLUSIONS

Neither party disputes the fact that the arbitration provision in the Real Estate Consulting Fee Agreement fails to satisfy the requirements of the South Carolina Uniform Arbitration Act (the "SCUAA") and is therefore invalid for purposes of the SCUAA. Defendant concedes this point. Defendant's argument is that the mandatory arbitration provision is nonetheless valid under the FAA. The Court disagrees. In order to activate federal preemption by the FAA, the commerce involved in the Real Estate Consulting Fee Agreement must be interstate or foreign. *See Bradley*, 398 S.C. at 454, 730 S.E.2d at 315–16 ("to activate the application of the FAA, the commerce involved in the contract must be interstate or foreign."); *see also Hicks Unlimited, Inc. v. UniFirst Corp.*, 439 S.C. 623, 630, 889 S.E.2d 564, 567 (2023) (*citing* 9 U.S.C. § 2 and confirming that the FAA did not apply to a uniform rental contract because "the uniform supply business is not an activity that is, in general, subject to federal control").

South Carolina courts have recognized that where a proposed transaction is focused on the sale of real property, firmly planted in one particular state, the transaction does not involve interstate commerce. *See Bradley*, 398 S.C. at 457, 730 S.E.2d at 317. In *Bradley,* the transaction involved the sale and purchase of a constructed residence on a lot. This dispute involves the sale of undeveloped acreage. On that basis, the commerce involved in this case is even more localized than the facts presented in *Bradley*. A local transaction of undeveloped acreage has no substantial or direct connection to interstate commerce that would be sufficient to trigger the application of the FAA. It is inherently "intrastate" commerce to which the FAA does not apply.

For these reasons, the Court finds that the arbitration provision is invalid and, therefore, does not require the parties to arbitrate their claims (or counterclaims) relating to the Real Estate Consulting Fee Agreement. It is undisputed that the arbitration provision fails to meet the notice requirements under the SCUAA. Furthermore, the Court has determined that the transaction at issue does not involve interstate commerce, such that the FAA is inapplicable. Therefore, the arbitration provision is ineffective and unenforceable as a matter of law.

CONCLUSION

THEREFORE, it is hereby ORDERED that Defendant Woodlock Capital LLC's Motion to Dismiss is **DENIED**.

IT IS SO ORDERED.

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The Honorable Marvin H. Dukes, III
Circuit Court Judge, 14th Judicial Circuit

November ____, 2025

Charleston, South Carolina

Charleston Common Pleas

Case Caption: Boris Van Dyck , plaintiff, et al VS Woodlock Capital Llc

Case Number: 2025CP1002139

Type: Order/Dismissal

So Ordered

s/Marvin H. Dukes III #2785