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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Daniel Coble, Circuit Court Judge

Appellate Case No.: 2025-001789

Civil Case No.: 2025-CP-40-01202

Rumsey Construction & Renovation, LLC.....Appellant,

v.

Nathan Chaplin, III and Gloria Allen Respondents.

INITIAL BRIEF OF APPELLANT

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STATEMENT OF THE ISSUES ON APPEAL

- I. Did the circuit court err in denying Appellant's Motion to Compel Arbitration by Form 4 Order, stating only that Appellant had waived its right to arbitrate and failing to provide reason as to how the doctrine of waiver would apply, where the disputed issues between the parties are governed by an otherwise valid and enforceable arbitration agreement, invoked by Appellant before responding to Respondents' Answer and Counterclaims to Appellant's mechanic's lien, breach of contract, and unjust enrichment action?

STATEMENT OF THE CASE

This appeal arises out of the circuit court's denial of a Motion to Compel Arbitration filed by Appellant Rumsey Construction & Renovation, LLC, ("Rumsey" or "Appellant") in mechanic's lien, breach of contract and unjust enrichment action involving Respondents Nathan Chaplin, III and Gloria Allen ("Respondents").

Appellant is a construction and restoration company that does business throughout South Carolina. Following a water leak in Respondent's home located at 541 Abbeyhill Drive, Columbia (the "Property"), Respondents contacted Appellant to perform certain pack out, emergency mitigation, and restoration and reconstruction services at the Property. (Compl.). On July 18, 2024, Respondents and Appellant entered into a contract ("Services Contract"). The Services Contract detailed Appellant's anticipated work on the Property and contained provisions on pricing, payment, and insurance. (Compl.). The first page of the Services Contract contains a notice, in all capital letters, underlined, and in bold, that the Contract is subject to arbitration under the South Carolina Uniform Arbitration Act: (**THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. § 15-48-10**). (Compl., Exhibit A). The last paragraph on page 3 of the Services Contract provides for Arbitration, stating that "all claims and disputes arising out or relating to this Contract in any way *shall be* resolved by arbitration pursuant to the South Carolina Uniform Arbitration Act." (*Id.*) In that paragraph, the Services Contract states the following:

The parties agree that all claims and disputes arising out of or relating to this Contract in any way shall be resolved by arbitration pursuant to the South Carolina Uniform Arbitration Act . . . This provision does not prohibit the Contractor from

filing a Mechanic's Lien action in the County in which the services [were]¹ provided in event that the Property Owner does not pay for services rendered.

(Id.)

Following Appellant's work, Respondents refused to make full payment for the services performed by Appellant. (Compl.). In turn, Appellant filed a Notice of Mechanic's Lien against Respondents on November 22, 2024, and an action to foreclose the lien and for breach of contract, and in the alternative, for Unjust Enrichment/Quantum Meruit, on February 21, 2025. (Compl.).

Respondents filed an Answer with counterclaims on March 25, 2025, and that same day served requests for production and interrogatories. (Answer). Before Appellant's Answer to the counterclaims or discovery was due, counsel for Appellant sought Respondent's consent to submit this matter to arbitration under the Services Contract's arbitration provision on April 21, 2025. (E-mail from C. Boguski). Respondents refused, and Appellant moved to Compel this action to arbitration, as well as a Motion to Enlarge Time and Stay Discovery on May 21, 2025. (Pl.'s Mot. to Compel Arbitration). On May 27, 2025, without waiving and reserving its right to compel arbitration, Appellant also filed a Reply to Respondents' counterclaims. (Pl.'s Reply to Defs.' Counterclaims). Respondents filed an Amended Answer with counterclaims on June 26, 2025. (Am. Answer and Counterclaims). Respondents asserted the following counterclaims: Breach of Contract; Breach of Contract Accompanied by a Fraudulent Act; South Carolina Unfair Trade Practices Act; Fraud; and Abuse of Process. *(Id.)* Appellant filed an updated Motion to Compel on July 10, 2025, which addressed the changes in Respondents' amended pleading, (Pl.'s Refiled

¹ The word "were" is misspelled as "where" in the arbitration section in the Services Agreement. Because this error is immaterial to the arbitration section's interpretation, it is corrected in the above quote.

Mot. to Compel Arbitration)), as well as a Reply to Defendant's Amended Answer and Counterclaims. (Pl.'s Reply to Defs.' Am. Counterclaims).

The circuit court held a hearing on Appellant's Motion to Compel Arbitration on August 6, 2025. Respondents did not submit a memorandum in opposition to Appellant's Motion. At the hearing, Respondents cited three cases to the court and made various, novel arguments and accusations about Appellant's business that had no bearing on the arbitration provision in the Services Contract. As a result of the cases and arguments provided for the first time at the August 6, 2025, hearing, the circuit court permitted Appellant to respond in writing. Appellant filed its response on August 13, 2025. (Pl.'s Resp. to Case Law). Without permission from the court, Respondents filed a "Reply" that same day. (Defs.' Reply to Pl.'s Resp. to Case Law).

On August 17, 2025, the circuit court denied Appellant's Motion to Compel Arbitration via Form 4 "based on waiver". (August 17, 2025, Form 4 Order). Appellant timely moved to reconsider under Rule 59(e), SCRCF. (Pl.'s Mot. to Reconsider). Thereafter, the court entered a Form 4 Order denying the Motion to Reconsider, stating that the "court is unable to discover any material fact or principle of law that has either been overlooked or disregarded and further finds no error of law or fact not appropriately considered." (August 29, 2025, Form 4 Order).

Appellant filed and served a notice of appeal on September 4, 2025. (Notice of Appeal).

STANDARD OF REVIEW

“The question of the arbitrability of a claim is an issue for judicial determination, unless the parties provide otherwise.” *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596, 553 S.E.2d 110, 118 (2001). “Arbitrability determinations are subject to *de novo* review.” *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 22, 644 S.E.2d 663, 667 (2007). If no evidence reasonably supports a circuit court’s factual findings, the appellate court must reverse. *See Chassereau v. Global-Sun Pools, Inc.*, 373 S.C. 168, 171, 644 S.E.2d 718, 720 (2007).

ARGUMENT

The primary issue before the Court is whether the circuit court erred in failing to enforce the arbitration provision in the Services Contract and compel arbitration of this matter when Appellant moved to enforce the arbitration provision before answering Respondents' counterclaims. To this end, the circuit court denied Appellant's Motion to Compel Arbitration by Form 4 Order, citing "waiver" without any further explanation. Waiver in the context of the enforceability of an arbitration agreement is the voluntary or intentional relinquishment of a known right to arbitrate. Appellant did no such thing in this case. When Appellant pursued arbitration, it had not even answered Respondents' counterclaims nor taken advantage of any privilege afforded by the judicial forum other than perfecting the pursuit of its mechanic lien action, which is specifically contemplated by the parties' arbitration agreement and South Carolina statutory law. As such, this Court must reverse the circuit court's decision denying Appellant's Motion to Compel.

I. Law Related to Enforcement of Arbitration Provisions and the Defense of Waiver, and its application in the context of the Services Agreement.

The terms of the arbitration clause in the Service Contract should be enforced the same as any other contract. South Carolina courts must respect and enforce arbitration agreements with the same care as any contractual provision. *Palmetto Constr. Grp., LLC v. Restoration Specialists, LLC*, 432 S.C. 633, 639, 856 S.E.2d 150, 153 (2021). If a party challenges the enforcement of a contractual provision, courts strictly interpret the contract's unambiguous language and determine whether the parties acted to preserve those contractual rights. *Mac Papers, Inc. v. Genesis Press, Inc.*, 426 S.C. 393, 403-04, 826 S.E.2d 874, 879-880 (Ct. App. 2019). South Carolina courts "respect and enforce a contractual provision to arbitrate as it respects and enforces all contractual provisions." *Palmetto Constr.*, at 639, 856 S.E.2d at 153. "The cardinal rule of contract

interpretation is to ascertain and give effect to the intention of the parties and, in determining that intention, the court looks to the language of the contract.” *Watson v. Underwood*, 407 S.C. 443, 454-55, 756 S.E.2d 155, 161 (Ct. App. 2014).

The Services Agreement contains a broadly applicable arbitration provision: “The parties agree that all claims and disputes arising out of or relating to this Contract in any way shall be resolved by arbitration pursuant to the South Carolina Uniform Arbitration Act.” (Compl., Exhibit A). The arbitration provision further clarifies: “This [arbitration] provision does not prohibit the Contractor from filing a Mechanic’s Lien action in the County in which the services [were] provided in event that the Property Owner does not pay for services rendered.” (*Id.*) The South Carolina Uniform Arbitration Act also recognizes that filing a mechanics’ lien does not waive a party’s right to enforce an arbitration agreement; specifically, the statute states that “[n]othing in [the Act] preclude[s] the filing and perfecting of a mechanics lien by any party to an arbitration agreement.” S.C. CODE ANN. § 15-48-220. There is no dispute that the claims and counterclaims subject to this matter are subject to the arbitration provision in the Services Agreement, and that the arbitration provision is valid and enforceable against the parties, save for Respondent’s argument related to waiver.

True, “[a] party may waive the right to arbitrate given by a contract.” *Hyload, Inc. v Pre-Engineered Prods.*, 308 S.C. 277, 280, 417 S.E.2d 622, 624 (Ct. App. 1992). South Carolina courts, however, have repeatedly affirmed that a party does not waive its right to enforce an arbitration provision simply by engaging in litigation proceedings. *See Gen. Equip. & Supply Co., v. Keller Rigging & Constr., SC, Inc.*, 344 S.C. 553, 557, 544 S.E.2d 643, 645 (Ct. App. 2001). Inconsistency in a party’s actions, including filing suit first and then pursuing arbitration, is not conclusive of waiver. *Sentry Engr. & Constr., Inc. v. Mariner’s Cay Dev. Corp.*, 287 S.C. 346,

351, 338 S.E.2d 631, 634 (1985). Something more has been required under South Carolina law to uphold a parties' otherwise enforceable agreement to arbitrate. Usually, case law has provided that a party can file an action and then choose to pursue arbitration so long as the delay to arbitrate does not prejudice the nonmoving party. *Mailsorce, LLC v. M.A. Bailey & Assocs.*, 356 S.C. 370, 374, 577 S.E.2d 639, 641 (Ct. App. 2003) (holding a party did not waive its right to demand arbitration by filing a lawsuit).

Courts have applied the following non-exclusive list of factors to determine whether a party waived its right to compel arbitration:

- (1) whether a substantial length of time transpired between the commencement of the action and the commencement of the motion to compel arbitration;
- (2) whether the party requesting arbitration engaged in extensive discovery before moving to compel arbitration; and
- (3) whether the non-moving party was prejudiced by the delay in seeking arbitration.²

Rhodes v. Benson Chrysler-Plymouth, Inc., 374 S.C. 122, 126, 647 S.E.2d 249, 251 (Ct. App. 2007). Prejudice under the third facts has been defined as “an undue burden caused by delay in demanding arbitration.” *Toler’s Cove Homeowners Ass’n v. Trident Constr. Co.*, 355 S.C. 605, 612-13, 586 S.E.2d 581, 585-87 (2003).

² In an unpublished opinion, the South Carolina Court of Appeals applied *Morgan v. Sundance, Inc.*, 596 U.S. 411 (2022), to an issue regarding waiver of an arbitration clause, and stated “that the party asserting waiver of a right to arbitration does *not* have to show prejudice.” *Foster v. Riviere*, Unpublished Op. No. 2025-UP-297, 2025 S.C. App. Unpub. LEXIS 293, at *2 (Ct. App. Aug 20, 2025). But South Carolina courts have never required a showing of prejudice to find a party waived its right to arbitrate. See *Rhodes*, at 126, 647 S.E.2d at 251. Prejudice has only been one factor among many that South Carolina courts have used to determine whether a party has knowingly and intentionally relinquished its right to enforce an arbitration clause. *Morgan*, therefore, does not alter this Court’s analysis and application of South Carolina common law regarding waiver of a party’s right to enforce an arbitration clause here. See *Marmo & Sons Gen. Contr., LLC v. Biagi Farms, LLC*, 478 N.J. Super. 593, 609, 317 A.3d 947, 957 (Super. Ct. App. Div. 2024) (holding *Morgan* did not remove the prejudice from the common law’s non-dispositive, non-essential multi-factor test to determine waiver of an arbitration provision).

II. *The filing of a Mechanic's Lien foreclosure action, accompanied by breach of contract and quantum meruit claims, did not waive Appellant's right to enforce the arbitration provision under the Services Agreement, especially in this case where Appellant has neither answered Respondents' counterclaims before moving to compel the matter to arbitration, engaged in discovery, nor taken advantage of the judicial forum prejudicially to Respondents.*

First, the court cannot ignore the context in which Appellant initiated this action, as one to foreclose on a mechanic's lien, specifically excepted under the arbitration provision of the Services Agreement as well as South Carolina statutory law. While there is no case law specifically on point in South Carolina, other states have also consistently held that filing a mechanics' lien does not preclude a party from exercising its right to arbitrate. *See Brendsel v. Winchester Constr. Co.*, 162 Md. App. 588, 584, 875 A.2d 789, 804 (Md. Ct. Spec. App. 2005) (holding the intent to file a mechanics' lien was not indicative of intent to waive arbitration of the underlying matter); *see also Newman v. Valleywood Assocs.*, 874 A.2d 1286, 1290 (R.I. 2005) (holding a party could proceed to arbitration after filing a mechanics' lien); *see also W. RAC Contracting Corp. v. Huntington Vill. Hotel Partners, LLC*, 75 Misc. 3d 805, 807, 171 N.Y.S.3d 323, 325 (N.Y. Sup. Ct.) (holding a party could file a lien and then arbitrate the amounts owed).

Second, as a matter of law, the Services Contract sets out, in clear and unambiguous language, a broad and sweeping arbitration provision, applying to “*all* disputes, claims, and causes of action *arising out of or connected with* the Services Agreement.” (Compl., Exhibit A (emphasis added)). There is no dispute the claims and counterclaims asserted in this action are subject to the arbitration provision. Moreover, as to these disputes, claims, causes of action the arbitration provision provides that they “shall be resolved through arbitration.” (*Id.* (emphasis added)). To this end, the parties unequivocally agreed to arbitrate claims related to the Services Agreement and Respondents do not dispute the validity of the agreement to arbitrate the claims and counterclaims here. When the circuit court denied Appellant's Motion Compel Arbitration, it improperly

restricted the contractual rights of the Parties to enforce a broadly worded arbitration provision. *See Sentry*, at 351, 338 S.E.2d at 634 (affirming a party did not waive its right to arbitrate when it sought to enforce the right to arbitrate as described in the contract).

Third, where there is a valid and enforceable arbitration agreement, courts have uniformly required much more than simply initiating litigation to upend a party's agreement to arbitrate through the doctrine of waiver. Case law finding waiver has leaned on facts that demonstrate the party seeking to compel arbitration waited a significant time, engaged in significant discovery, or took advantage of other significant privileges afforded by the judicial forum before seeking to compel arbitration. *Compare Gen. Equip.*, 344 S.C. at 557, 544 S.E.2d at 645 (finding no waiver when the parties were involved in litigation for less than eight months and only engaged in routine administrative matters and limited discovery); *and Toler's*, 355 S.C. at 612, 586 S.E.2d at 585 (finding no waiver when the case was filed thirteen months before the motion to compel arbitration, and the parties engaged in minimal discovery); *with Liberty Builders, Inc. v. Horton*, 336 S.C. 658, 668, 521 S.E.2d 749, 754-55 (Ct. App. 1999) (holding a plaintiff waived its right to arbitrate by litigating the case for two and a half years before demanding arbitration); *and Hyload*, 308 S.C. at 280, 417 S.E.2d at 624 (finding the defendant waived its right to arbitrate by engaging in arbitral and judicial forum gamesmanship, agreeing to arbitrate the plaintiff's breach of contract case, causing that case to be dismissed, then refusing to move forward with arbitration of that matter, only to bring litigation against the plaintiff for breach of a related security agreement); *and Deloitte & Touche, LLP v. Unisys Corp.*, 358 S.C. 179, 184, 594 S.E.2d 523, 526 (Ct. App. 2004) (finding waiver when a party engaged in litigation for five and one-half years and engaged in significant discovery); *and Evans v. Accent Manufactured Homes, Inc.*, 352 S.C. 544, 548, 575 S.E.2d 74, 75-

76 (Ct. App. 2003) (finding waiver when a party engaged in litigation for nineteen months and took multiple depositions).

Here, no significant amount of time had passed in this case between the commencement of the action and the time in which Appellant moved to compel arbitration. Appellant moved for arbitration of all claims subject to this action before its Reply to Respondent's Counterclaims was due, and before the party seeking to enforce arbitration has taken advantage of any significant privilege afforded by the judicial forum such as discovery and the like. Appellant has not engaged in any discovery in this action whatsoever. In between filing the Complaint and now, Appellant has not responded to Respondents' written discovery, nor served any discovery of its own on Respondents. Further, Appellant's motions have solely dealt with the issue of arbitration. As soon as Respondent answered with counterclaims, and before the pleadings were finalized, Appellant moved to compel arbitration. Under these circumstances, as a matter of law, Appellant has not voluntarily and intentionally relinquished its right to enforce the arbitration provision in the Services Agreement. *See supra* South Carolina cases discussed above; *see also Demus v. Mootsie*, No. 4:23-CV-888-Y, 2024 U.S. Dist. LEXIS 148235, at *2-*3 (N.D. Tex. May 2, 2024) ("Accordingly, even though [the plaintiff] initiated this suit, the [c]ourt concludes that [the plaintiff] has not participated in a sufficient amount of litigation activity to warrant overriding the arbitration agreement"); *see also Zephyr Fluid Sols., LLC v. Scholle IPN Packaging, Inc.*, No. 22-cv-00475-SRF, 2023 U.S. Dist. LEXIS 20890, at *6-*7 (D. Del. Feb. 7, 2023) (holding a party does not "waive[] arbitration by the act of filing a complaint alone," when that party moved to compel arbitration four months after commencement of the suit); *see also Tonelli v. Wells Fargo Bank, N.A.*, No. 20-cv-00442-KAW, 2021 U.S. Dist. LEXIS 251834, at *7-*8 (N.D. Cal. Feb. 3, 2021) (holding that even if the plaintiff knew of its right to arbitrate, that plaintiff did not waive

its right to arbitrate by moving to compel five months after initiating the action and receiving some discovery).

CONCLUSION

For all the reasons discussed above, the circuit court erred as a matter of law in entering a Form 4 Order, denying Appellant's Motion to Compel this matter to arbitration under the arbitration clause in the Services Agreement, based on a general reference to "waiver" and without explaining the doctrine's application in this case. For the reasons discussed above, the doctrine of waiver does not apply, and this Court should reverse the circuit court's denial of Appellant's Motion to Compel Arbitration and stay the action to order this matter to arbitration.

Respectfully submitted,

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