

EXHIBIT C

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Andrew Tyler and Emily Amerson, individually,
and on behalf of others similarly situated,

Plaintiffs,

v.

D.R. Horton, Inc.; Lowcountry Septic System
Solutions, LLC; Coastal Soil and Wetland
Services, LLC; Alternative Septic Services,
LLC; Mountain Soils, Inc.; Horizon Landscape
Management, LLC.; BR's Cleaning & Grading,
Inc.; Pleasant Places, Inc.; L. Dean Weaver
Construction Co., Inc. a/k/a L. Dean
Weaver Company, LLC; MV Engineering
Consultants, LLC; Lowcountry Land
Development Consultants, LLC; and John Doe
#2-5,

Defendants.

Lowcountry Septic System Solutions, LLC,

Third-Party Plaintiff,

v.

JSR Cleaning & Grading, LLC and Charleston
Tractor Works, LLC,

Third-Party Defendants.

Horizon Landscape Management, LLC,

Third-Party Plaintiff,

v.

Trinity Construction, LLC,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C.A. NO. 2022-CP-08-02548

RECEIVED

Dec 15 2025

S.C. SUPREME COURT

**D.R. HORTON, INC.'S MOTION FOR
RELIEF AND CLARIFICATION**

D.R. Horton, Inc.,

Third-Party Plaintiff,

v.

Lowcountry Land Development Consultants,
LLC,

Third-Party Defendant.

TO: ALL COUNSEL OF RECORD:

YOU WILL PLEASE TAKE NOTICE THAT Defendant D.R. Horton Inc. (“D.R. Horton” or “Defendant”), by and through its undersigned counsel, and pursuant to Rule 60(b) of the South Carolina Rules of Civil Procedure, will move this Court for an Order clarifying that class arbitration is not available in this action under the Federal Arbitration Act, 9 U.S.C. §§ 1–16, the South Carolina Uniform Arbitration Act, S.C. Code Ann. §§ 15-48-10 to -240, and the grounds set forth in this motion. Said motion will be heard within ten (10) days or at such time and place as may be set by the Court thereafter in the Court of Common Pleas, State of South Carolina, County of Berkeley, of which you will be notified.

D.R. Horton therefore moves for an Order clarifying that the parties are compelled to participate in bilateral arbitration. In support of this motion, Defendant shows the Court as follows:

1. Plaintiff Andrew Tyler entered into a contract with D.R. Horton for the purchase of a home located within the Bridges at Seven Lakes subdivision, located at 247 Camber Road, Huger, South Carolina 29450. This contract contained a binding arbitration clause.
2. Plaintiffs have also sued various subcontractors of D.R. Horton, each of which has a contract with D.R. Horton that contains an arbitration clause.

3. On March 4, 2024, and June 24, 2024, the Honorable Diane S. Goodstein entered orders directing that Plaintiffs' claims against D.R. Horton be resolved in arbitration.

4. On October 25, 2024, D.R. Horton moved to compel arbitration of its crossclaims against subcontractors.

5. When the Court ordered arbitration of this dispute, D.R. Horton understood that such arbitration would be bilateral between the named Plaintiffs and D.R. Horton, along with D.R. Horton's joined subcontractors. D.R. Horton first learned that Plaintiffs intended to pursue class arbitration upon the filing of their American Arbitration Association ("AAA") claim on or about November 15, 2024.

6. The Court did not previously rule on the question of arbitrability of a class action.

7. D.R. Horton requests that the Court enter an Order clarifying that (1) the Court has authority to rule on the gateway question of class arbitrability and (2) class arbitration is not available in this case.¹

WHEREFORE, pursuant to the Federal Arbitration Act, the South Carolina Uniform Arbitration Act, and the contracts entered into between Plaintiffs and D.R. Horton, Defendant moves for an Order clarifying that the Court has authority to decide the availability of class arbitration and compelling the parties to participate in bilateral arbitration.

This motion is supported by the pleadings on file with this Court, federal and state statutes and common law, and whatever memoranda of law or certified documents that may be submitted to the Court.

¹ D.R. Horton has filed a motion to stay the arbitration with AAA, asking that the proceedings be paused until the Court rules on this motion and D.R. Horton's motion to compel arbitration of its crossclaims.

KENISON, DUDLEY & CRAWFORD, LLC

s/ Kimila L. Wooten

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December 13, 2024

Greenville, South Carolina