

ELECTRONICALLY FILED - 2026 Apr 28 12:23 PM - BERKELEY - COMMON PLEAS - CASE#2025CP0801735

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas
The Honorable Dale E. Van Slambrook, Circuit Court Judge

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Apr 29 2026
SC Court of Appeals

Civil Action No. 2025-CP-08-01735

Robin Lee Hatch, Respondent,

v.

Cynthia O. Robinson; Lyft, Inc.; Lyft Drives South
Carolina, Inc.,

Of whom Lyft, Inc., d/b/a Lyft Drives South Carolina, Inc.
is the Appellant.

NOTICE OF APPEAL

Defendant Lyft, Inc., d/b/a Lyft Drives South Carolina, Inc. (improperly named as Lyft, Inc. and Lyft Drives South Carolina, Inc.) (“Lyft”) appeals: (1) the Order filed February 20, 2026 Denying Lyft’s Motion to Stay and Compel Arbitration and (2) the Order filed April 16, 2026 Denying Lyft’s Motion to Reconsider. Copies of the orders are attached hereto. Lyft received written notice of the order denying its motion to reconsider on April 16, 2026.

Signature on Following Page

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Cynthia O. Robinson; Lyft, Inc.; Lyft Drives South
Carolina, Inc.,

Of whom Lyft, Inc., d/b/a Lyft Drives South Carolina, Inc.
is the Appellant.

PROOF OF SERVICE

I, the undersigned, of the law offices of Nelson Mullins Riley & Scarborough LLP,
attorneys for Appellant Lyft, Inc., d/b/a Lyft Drives South, Inc., do hereby certify that I have
served all counsel of record in this action with a copy of the document(s) set forth below under
Supreme Court Order dated April 24, 2024.

PLEADING(s): **Notice of Appeal**

Counsel Served: **Via Electronic Mail**

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Eileen Hindman
Senior Legal Administrative Assistant

April 28, 2026

Eileen Hindman

From: Eileen Hindman
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Cc: 'teamburgess@poulinwilley.com'; 'nick@clekis.com';
'dcleveland@clawsonandstaubes.com'; 'bobbyjr.hood@hoodlaw.com';
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Subject: FILING & SERVICE EMAIL -- Robin Lee Hatch v. Cynthia O. Robinson; et al. - Civil Action No. 2025CP0801735 (NOTICE OF APPEAL)
Attachments: 2026.04.28 Hatch - Notice of Appeal.pdf; 2026.02.20 ECF Order denying Lyft's Motion to Stay and Compel Arbitration (Hatch).pdf; 2026.04.16 ECF Form 4 Order Denying Motion to Reconsider (Hatch).pdf; 2026.04.28 Hatch - Proof of Service.pdf

Good afternoon,

Attached for filing in the above matter, please find Defendant Lyft, Inc., d/b/a Lyft Drives South Carolina, Inc.'s Notice of Appeal, with attachments, and Proof of Service. Our check for the required fee will be delivered to the Court.

By copy to all counsel of record, we are hereby serving them with a copy of same.

Thank you,



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Robin Lee Hatch

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Cynthia Robinson; Lyft Inc, Lyft Drives South
Carolina, Inc.

Apr 28 2026

PLAINTIFF(S)

SC Court of Appeals

DEFENDANT(S)

Submitted by: The Court

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

This matter came before the Court on Defendant Motion to Alter, Amend, and/or Reconsider, filed on March 2, 2026. The Defendant asks the Court to Reconsider its Order, filed on February 20, 2026, denying Defendant Motion to Stay and Compel Arbitration. The Court received a copy of the Motion for Reconsideration on March 3, 2026. This motion is disposed of without the necessity of a hearing and decided on the record and briefs.

“The purpose of Rule 59(e), SCRPC, to alter or amend the judgment is to request the trial judge to reconsider matters properly encompassed in a decision on the merits.” *Arnold v. State*, 309 S.C. 157, 172,420 S.E.2d 834,842 (1992). “A party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it. A party *must* file such a motion when an issue or argument has been raised but not ruled on, in order to preserve it for appellate review.” *Elam v. South Carolina Dept. of Transp.*, 361 S.C. 9,24, 602 S.E.2d 772, 780 (2004)(emphasis in original). “A party cannot use a motion to reconsider to present an issue he could have raised prior to judgment but did not.” *Anderson Memorial Hosp., Inc., v. Hagen*, 313 S.C. 389, 434S.E.2d 268 (1993; See also *Arnold v. State*, 309 S.C. 157, 172-173, 420 S.E.2d 834,842 (1992).

The Court has reviewed the record, as well as the various interests balanced by the Court at the time of the ruling and finds no basis for the reconsideration of its Order. The issues raised by Defendant in its

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Berkeley Common Pleas

Case Caption: Robin Lee Hatch VS Cynthia O. Robinson , defendant, et al

Case Number: 2025CP0801735

Type: Order/Form 4

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge
#2781

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
FOR THE 9TH JUDICIAL CIRCUIT
CASE NO: 2025-CP-08-01735

Robin Lee Hatch,

Plaintiff,

v.

Cynthia O. Robinson; Lyft, Inc.; and Lyft
Drives South Carolina, Inc.,

Defendants.

**ORDER DENYING DEFENDANTS
LYFT, INC. AND LYFT DRIVES
SOUTH CAROLINA, INC.'S MOTION
TO STAY AND COMPEL
ARBITRATION**

This matter came before the Court on January 5, 2026, on Defendant Lyft, Inc. and Lyft Drives South Carolina, Inc.'s (hereinafter, "Defendants") Motion to Stay and Compel Arbitration. For the reasons set forth below, Defendants' Motion to Stay and Compel Arbitration is **DENIED**.¹

BACKGROUND FACTS

On July 13, 2022, Robin Hatch (hereinafter, "Plaintiff") was riding in a Lyft vehicle operated by Cynthia Robinson, when Robinson disregarded a stop sign and collided into another vehicle. As a result, Plaintiff allegedly sustained significant injuries to her shoulder. Plaintiff filed suit on May 19, 2025, alleging claims of negligence against Robinson, as well as claims of *respondeat superior*, negligent hiring, and negligent supervision and training against Defendants. Defendants filed an Answer and requested a jury trial on June 20, 2025. Thereafter, Defendants filed their Motion to Stay and Compel Arbitration and further refused to participate in discovery and depositions until the Motion was heard.

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¹ All findings of fact and conclusions of law indicated in this Order are made for the purpose of ruling on this motion only.

Defendants allege that on November 30, 2018, Plaintiff created a Lyft user account and affirmatively agreed to Lyft's Terms of Service (hereinafter, "TOS"). Defendants further allege that Plaintiff agreed to Lyft's TOS on four (4) occasions, the most recent of which being April 7, 2021. Defendants contend that there is a binding agreement to arbitrate because Plaintiff clicked 'I agree' on a cell phone app, the most recent of which being more than fifteen (15) months prior to the subject collision.

LEGAL ANALYSIS

A. Plaintiff's agreement to the arbitration clause was unconscionable in the absence of meaningful choice on part of Plaintiff due to the one-sided contract provisions, the relative disparity in the parties' bargaining power, and Defendants' relative sophistication over Plaintiff.

Unconscionability, as it pertains to a contractual arbitration clause, is defined as the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them, and no fair and honest person would accept them. *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 25, 644 S.E.2d 663, 669 (2007). "Whether one party lacks meaningful choice in entering into the arbitration agreement at issue typically speaks to the fundamental fairness of the bargaining process." *Gladden v. Boykin*, 402 S.C. 140, 148, 739 S.E.2d 882, 886 (2013). If a court as a matter of law finds any clause of a contract to have been unconscionable at the time it was made, the court may refuse to enforce the unconscionable clause or so limit its application as to avoid an unconscionable result. S.C. Code Ann. § 36-2-302(1) (2003). In determining whether an arbitration clause is unconscionable, South Carolina courts consider both the absence of meaningful choice and whether the clause contains oppressive, one-sided terms. *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669 (2007).

Unsurprisingly, arbitration clauses are often found in contracts of adhesion. An adhesion contract is a standard form contract offered on a “take-it-or-leave it” basis with terms that are not negotiable. *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 541, 542 S.E.2d 260, 365 (2001). And while an arbitration clause in an adhesion contract is not per se unconscionable, it is a strong indication that there was a lack of meaningful choice in negotiating the terms of the contract and is met with “considerable skepticism” by courts. *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669 (2007). In determining whether there was an absence of meaningful choice between parties, the South Carolina Supreme Court in *Simpson v. MSA of Myrtle Beach, Inc.*, considered whether the arbitration clause was included in a contract of adhesion between a commercial entity and a consumer, whether the consumer lacked the business judgment necessary to make her aware of the implications of the arbitration agreement, and whether the consumer had a lawyer present to provide any assistance in the matter. 373 S.C. 14, 27, 644 S.E.2d 663, 670 (2007).

In determining whether an arbitration clause is unconscionable and therefore unenforceable, South Carolina courts will also consider whether the contract contains oppressive and one-sided terms. *Id.* at 25. In *Huskins v. Mungo Homes, LLC*, the South Carolina Supreme Court found that an arbitration clause in a contract which shortened the statute of limitations for any claim brought was void and illegal as a matter of public policy and thus unenforceable as it violated S.C. Code Ann. §15-3-140 (2005). 444 S.C. 592, 910 S.E.2d 474 (2024). S.C. Code Ann. §15-3-140 (2005) forbids and renders void any contract clauses attempting to shorten the legal statute of limitations. The court in *Simpson v. MSA of Myrtle Beach, Inc.*, found that the arbitration clause’s limitation on statutory remedies was oppressive and one-sided. 373 S.C. at 28-30, 644 S.E. 2d at 670-71 (2007). Furthermore, courts have found that sections of arbitration clauses that purport to shorten the statute of limitations are material to the whole of the arbitration clause and

have declined to salvage the remaining sections of the arbitration requirement, instead finding the entire arbitration provision unenforceable. *Huskins v. Mungo Homes, LLC*, 444 S.C. 592, 597, 910 S.E.2d 474, 477 (2024). The court in *Damico v. Lennar Carolinas, LLC*, went as far to say that severing terms from an unconscionable contract of adhesion discourages fair, arms-length transactions and would encourage sophisticated parties to intentionally insert unconscionable terms in the contract. 437 S.C. 596, 604, 879 S.E.2d 746, 751 (2022).

In the present case, the TOS agreement between the Plaintiff and Defendant is clearly an adhesion contract. The terms of the agreement were not negotiable on the Plaintiff's behalf and were presented to her on a "take-it-or-leave it" basis. As Defendants concede in their Motion, "a person cannot complete the account creation process or purchase rideshare services through the Lyft App unless they affirmatively accept and agree to be bound by Lyft's Terms." See Def. Lyft's Exhibit A at ¶ 8 in Def. Lyft's Motion to Compel Arbitration and Stay Proceedings. Plaintiff did not have the business judgment to understand the effect of the arbitration clause contained in the Terms of Service agreement and did not have counsel present to provide assistance during the account creation process. The arbitration clause found in section 17 of the subject TOS agreement contains several oppressive and one-sided terms.

First, section 15 of the subject TOS contains broad language purporting to exempt Lyft from virtually all liability, stating "IN NO EVENT WILL LYFT...BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES...ARISING OUT OF OR IN CONNECTION WITH THE LYFT PLATFORM, THE RIDESHARE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE." This provision essentially renders Lyft immune from liability under any scenario, which is impermissibly onerous.

Additionally, the arbitration clause contains several other oppressive and one-sided terms including the waiver of a jury trial, inability to appeal the arbitration decision, and inability to participate in a class action. Third, the arbitration provision is buried within a 43-page document and is inconspicuous in nature, particularly when viewed on a mobile device as most users would experience it.

The subject TOS agreement is a contract of adhesion, as Plaintiff lacked meaningful choice and could not negotiate its terms, and the arbitration clause contains several oppressive and one-sided terms. Ultimately, the arbitration clause contained in section 17 of the TOS agreement is unconscionable, and thus unenforceable.

Therefore, this Court denies Defendants' Motion to Compel Arbitration and Stay Proceedings because the arbitration agreement contained in the subject TOS was unconscionable.

IT IS THEREFORE ORDERED that Defendants' Motion to Compel Arbitration and Stay Proceedings is **DENIED**.

AND IT IS SO ORDERED!

/s/
The Honorable Dale E. Van Slambrook



Berkeley Common Pleas

Case Caption: Robin Lee Hatch VS Cynthia O. Robinson , defendant, et al

Case Number: 2025CP0801735

Type: Order/Other

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge
#2781

Apr 29 2026

SC Court of Appeals

Eileen Hindman

From: efiledonotreply@sccourts.org
Sent: Tuesday, April 28, 2026 12:24 PM
To: Blake Williams
Cc: Eileen Hindman
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NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2025CP0801735

Official File Stamp: 04-28-2026 12:23:25 PM
Court: CIRCUIT COURT
Common Pleas
Berkeley
Case Caption: Robin Lee Hatch VS Cynthia O. Robinson , defendant, et al
Document(s) Submitted: Appeal/Notice of Appeal to Court of Appeals
Filed by or on behalf of: Blake Terence Williams

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

- Evan M. Sobocinski for Lyft Drives South Carolina, Inc., Lyft, Inc.
Robert Holmes Hood, Jr. for Lyft Drives South Carolina, Inc., Lyft, Inc.
David Cooper Cleveland for Cynthia O. Robinson
Nicholas J. Clekis for Robin Lee Hatch
Blake Terence Williams for Lyft Drives South Carolina, Inc., Lyft, Inc.
William Bryant Neal for Lyft Drives South Carolina, Inc., Lyft, Inc.
Matthew Joseph Burgess for Robin Lee Hatch

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

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