

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
) CASE NO.: 2022-CP-08-02548

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

Plaintiffs,

vs.

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, Inc.; BR's Clearing & Grading,
 Inc.; Pleasant Places, Inc.; L. Dean Weaver
 Construction Co., Inc.; MV Engineering
 Consultants, LLC; Lowcountry Land
 Development Consultants, LLC; and John Doe
 #2-5,

Defendants.

Lowcountry Septic System Solutions, LLC;
 Horizon Landscape Management, LLC; and
 D.R. Horton, Inc.,

Third-Party Plaintiffs,

vs.

JSR Clearing and Grading, LLC; Charleston
 Tractor Works, LLC; Trinity Construction,
 LLC; and Lowcountry Land Development
 Consultants, LLC,

Third-Party Defendants.

RECEIVED**Jul 27 2026****SC Court of Appeals****ORDER ON MOTION FOR
CLARIFICATION**

This matter came before the Court on April 30, 2026, on Defendant, D.R. Horton, Inc.'s ("Horton") Motion for Relief and Clarification ("Clarification Motion").¹ Horton's Clarification Motion concerned this Court's prior orders filed March 4, 2024, and June 24, 2024, (hereinafter collectively, "2024 Orders"), determining that Plaintiffs' claims were subject to arbitration and clarifying the scope of the related stay, respectively.

Horton filed its Clarification Motion on December 13, 2024, seeking clarification as to the availability of class arbitration in this case. Plaintiffs filed a Memorandum in Opposition on April 15, 2026, opposing Horton's Motion and pointing out that the only clarification needed was the portion of the Orders which have been used to compel Plaintiff Justin Vining² and subsequent purchasers to arbitrate their claims. Horton filed its Memorandum in Support on April 27, 2026, subsequent to Plaintiffs' Memorandum in Opposition. As such these matters have been fully briefed and are ripe for consideration.

Upon review of the filings and the Court file in this matter, and consideration of the arguments of counsel, the Court finds that it must clarify its Order(s) to correct what would otherwise be a manifest injustice or a clear error of law.

The Court clarifies the 2024 Orders as follows:

1. Horton's original Motion to Compel arbitration presented and briefed a single arbitration agreement: Tyler's; accordingly, this Court considered only the Tyler arbitration agreement;

¹ At the April 30th hearing, Justin Lucey and Alexandra O'Neill with the Lucey Law Firm and Ben Traywick with the Ben Traywick Law Firm appeared on behalf of Plaintiffs. Kim Wooten with the Kenison, Dudley, & Crawford Law Firm appeared on behalf of Horton. The hearing was held virtually via WebEx per agreement of the parties.

² Plaintiff Emily Amerson was substituted as proposed subsequent purchaser class representative for Plaintiff Justin Vining via Plaintiffs' Third Amended Summons and Complaint, filed on April 29, 2025, approximately a year after the 2024 Orders and approximately a year before this hearing.

2. The Court did not intend to address any arbitration agreements it did not consider;
3. Vining's obligation to arbitrate, if any, was not considered by the Court;³
4. The 2024 Orders compelled only Plaintiff Andrew Tyler's individual claims against Horton to arbitration, and the related stay and stay of discovery applies only to the claims between Plaintiff Andrew Tyler, individually, and Defendant D.R. Horton;
5. The issue of compelling proposed subsequent purchaser class representative Vining to arbitrate was explicitly excluded from the relief Horton sought in its supporting memoranda and related oral argument;
6. The alleged Vining arbitration obligation was first raised in the proposed order submitted by Horton;
7. Horton should not have included compelling arbitration of Vining's claims in its proposed order, and those claims should not have been ordered to arbitration. As alleged by Plaintiffs (and conceded by Horton in its original Motion), there is no contract between subsequent purchaser Vining and Horton;
8. To compel Vining's claims to arbitration, when the issue was excluded from the pending motion, and when the Vining arbitration agreement was not reviewed and apparently does not exist, would be clear error and/or manifest injustice under South Carolina law; and,
9. Horton's newly raised issues regarding class arbitration, class certification, and compelling absent class members' claims to arbitration were not before the Court when 2024 Orders were filed, so there is nothing to revisit or clarify as to these issues.⁴

³ Vining is represented to be a "downstream" purchaser who does not have a signed arbitration agreement with D.R. Horton because he did not purchase his residence from D.R. Horton.

⁴ These issues may need to be properly raised in front of a proper decision maker at the appropriate time, but not this Court at this time.

The foregoing expresses the extent of the Court's determination on the motions previously filed.

It is therefore, ORDERED, ADJUDGED, AND DECREED:

1. The 2024 Orders compelled Tyler and Tyler only to arbitrate his claims against D.R. Horton;
2. The 2024 Orders temporarily stay discovery on Tyler's personal claim against D.R. Horton, and refers jurisdiction of this discovery to the Arbiter; no other discovery in this matter is stayed; and,
3. The 2024 Orders do not adjudicate the rights of absent class members, who were not a party at the time the 2024 Orders were issued (there was no certified class), and whose purported arbitration agreements were not considered.

AND IT IS SO ORDERED !

Dorchester, South Carolina
_____, 2026

The Honorable Diane S. Goodstein



Berkeley Common Pleas

Case Caption: Andrew Tyler , plaintiff, et al VS D.R. Horton, Inc , defendant, et al

Case Number: 2022CP0802548

Type: Order/Other

It is so Ordered!

s/Diane S. Goodstein