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SC Court of Appeals

IN 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

Appellate Case No. 2026-001088
Civil Action No. 2025-CP-08-01735

Robin Lee Hatch,……………………………………………………………………Respondent,

v.

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

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

INITIAL BRIEF OF RESPONDENT

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STATEMENT OF THE CASE

This case arises from a July 13, 2022, motor vehicle collision in which Respondent Robin Lee Hatch (hereinafter referred to as "Respondent") was riding in a Lyft vehicle operated by Cynthia O. Robinson. As Cynthia Robinson approached an intersection in Goose Creek, South Carolina, Cynthia entirely disregarded a stop sign and drove straight past it without checking for oncoming traffic. In failing to yield the right-of-way, Cynthia struck an oncoming vehicle, causing Respondent to suffer significant injury to her left shoulder, which eventually required surgery (*See* Pl's Compl. ¶¶ 1-4). Respondent filed her Complaint in the Berkeley County Court of Common Pleas on May 19, 2025, asserting negligence claims against Robinson and claims for *respondeat superior*, negligent hiring, supervision, and training against Lyft, Inc. and Lyft Drives South Carolina, Inc. *Id* at ¶¶ 15-21; 24-40.

On October 22, 2025, Lyft, Inc. and Lyft Drives South Carolina, Inc. (hereinafter interchangeably referred to as "Lyft" and "Appellants") moved to compel arbitration and stay the case pursuant to the Federal Arbitration Act (specifically, 9 U.S.C. §§ 2-4) and Rules 12(b)(1), 12(b)(3), and 12(b)(6), SCRCP. Lyft's motion asserted that Respondent created a Lyft account on November 30, 2018, agreed to Lyft's Terms of Service on four occasions, and last accepted those Terms of Service on April 7, 2021 – notably, more than fifteen months before the subject collision (*See* App's Motion to Compel Arbitration at ¶ 2 & Ex. A to App's Motion to Compel Arbitration). Lyft further asserted that the arbitration provision contained in the signed Terms of Service contained an express delegation clause, which stated that any threshold issues "concerning the arbitrability of a Claim" must be decided by the arbitrator. *Id.*

On January 5, 2026, Respondent filed her Memorandum in Opposition to Appellant's Motion to Stay and Compel Arbitration. Respondent opposed Appellant's motion on the grounds that Lyft's Terms of Service were an adhesion contract, that Respondent lacked meaningful choice in agreeing to the Terms of Service, that the terms were non-negotiable and presented on a take-it-or-leave-it basis, and that the arbitration clause and related terms were oppressive and one-sided *(See* Resp's Memo in Opp at ¶¶ 7-10).

Following a hearing on January 9, 2026, the circuit court issued an Order Denying Lyft, Inc. and Lyft Drives South Carolina, Inc.'s Motion to Stay and Compel Arbitration, agreeing with Respondent that the arbitration agreement contained in Lyft's Terms of Service was unconscionable. The court found that the Terms of Service constituted an adhesion contract, that Respondent lacked meaningful choice in accepting the Terms of Service, particularly given that the arbitration clause was buried within a lengthy mobile document, and that Section 15 of the subject Terms of Service sought to exempt Lyft from broad categories of liability *(See* Order Denying Motion to Stay and Compel Arbitration).

Lyft moved for reconsideration on March 2, 2026, arguing that the lower court had failed to enforce the delegation clause contained in the arbitration agreement and improperly addressed unconscionability *(See* App's Motion to Reconsider at ¶¶ 1-2). The circuit court denied reconsideration, finding no basis to reconsider its February 20, 2026 order and noting that Lyft's motion ignored the court's finding that the arbitration agreement was unconscionable and unenforceable as a contract of adhesion (*See* Form 4 Order Denying Motion to Reconsider). On April 28, 2026, Lyft proceeded to file a Notice of Appeal as to (1) the Order Denying Lyft's Motion to Stay and Compel Arbitration and (2) the Order Denying Lyft's Motion to Reconsider (*See* Notice of Appeal).

STANDARD OF REVIEW

This appeal concerns the lower court's denial of a motion to compel arbitration and the enforceability of an arbitration provision. Appellants identify *de novo* review for the legal issues on appeal, citing *Chassereau v. Global Sun Pools, Inc*., 373 S.C. 168, 171, 644 S.E.2d 718, 720 (2007), *One Belle Hall Property Owners Ass'n, Inc. v. Trammell Crow Residential Co*., 418 S.C. 51, 59, 791 S.E.2d 286, 291 (Ct. App. 2016), and *Smith v. D.R. Horton, Inc*., 403 S.C. 10, 13, 742 S.E.2d 37, 39 (Ct. App. 2013). These authorities were cited by Lyft specifically to support the proposition that appeals from denials of motions to compel arbitration, arbitrability determinations, and unconscionability determinations are reviewed *de novo.*

Even under *de novo* review, the appellate court should affirm the lower court's decision, as the trial court applied settled unconscionability principles to the record before it correctly refused to enforce a one-sided arbitration provision that deprived the Respondent of meaningful choice.

STATEMENT OF FACTS

On July 13, 2022, Respondent was riding as a Lyft passenger in a vehicle operated by Cynthia O. Robinson, when Ms. Robinson disregarded a stop sign at an intersection and collided with another vehicle that had the right-of-way, causing Respondent to sustain significant shoulder injuries (*See* Pl's Compl. ¶¶ 1-4). Respondent later filed suit alleging claims of negligence against Robinson and claims of *respondeat superior,* negligent hiring, supervision, and training claims against Lyft *Id* at ¶¶ 15-21; 24-40.

Lyft's Motion to Stay Proceedings and Compel Arbitration, which was filed on October 22, 2025, asserted that Respondent had accepted Lyft's Terms of Service on four separate occasions: when she created her account on November 30, 2018, when she accepted Lyft's updated Terms of Service on December 16, 2019, again on June 23, 2020, and again on April 7, 2021. The last alleged acceptance occurred more than fifteen months prior to the subject collision (*See* App's Motion to Compel Arbitration at ¶ 13).

Lyft relied on a mobile-app screen to present its Terms of Service for riders, which included a notice advising that the agreement contained provisions governing how claims between the user and Lyft could be brought, and stating that the user would be required, with limited exception, to submit to arbitration for the resolution of any claims. In moving to stay proceedings and compel arbitration, Lyft also asserted that when a rider viewed the Terms of Service in the mobile application, there was a link that would take the user to the arbitration provision (*See* App's Motion to Compel Arbitration at ¶ 14).

In response, Respondent argued that the Terms of Service were not negotiable, were presented on a take-it-or-leave-it basis and could not be avoided if a rider wanted to complete account creation or purchase rideshare services through the Lyft app (*See* Resp's Memo in Opp at ¶ 7). Respondent further asserted that she did not have the business judgment to understand the effect of the arbitration clause and did not have counsel present during the account creation process (*See* Resp's Memo in Opp at ¶ 7).

Respondent specifically identified Section 15 of the Terms of Service as a broad limitation of liability provision, which stated that Lyft would not be liable for any incidental, special, exemplary, punitive, consequential, or indirect damages arising out of or in connection with the Lyft Platform, Rideshare Services, or the agreement – including for those damages arising out of negligence claims. Respondent argued that this provision essentially rendered Lyft immune from liability under any scenario and was 'impermissibly onerous' (*See* Resp's Memo in Opp at ¶ 8).

Finally, Respondent argued that Lyft's arbitration clause included oppressive and one-sided terms; including waiver of jury trial, inability to appeal the arbitration decision, and inability to participate in a class action lawsuit. Furthermore, Respondent pointed out how the arbitration provision was buried in a 43-page document and was inconspicuous when viewed on a mobile device (*See* Resp's Memo in Opp at ¶ 8).

The lower court accepted Respondent's arguments and denied Lyft's Motion to Stay Proceedings and Compel Arbitration, finding that Lyft's Terms of Service constituted an adhesion contract, that Respondent lacked meaningful choice in accepting the Terms of Service, that the arbitration clause contained oppressive and one-sided terms, and that the arbitration agreement was unconscionable and unenforceable (*See* Order Denying Motion to Stay and Compel Arbitration).

ARGUMENTS

I. The Circuit Court properly denied Lyft's Motion to Stay and Compel Arbitration because the arbitration clause was unconscionable and unenforceable.

Lyft's second issue on appeal challenges the Circuit Court's unconscionability ruling. That challenge should be rejected, as the lower court applied the correct South Carolina framework and made findings supported by the Terms of Service and the manner in which Lyft presented them to Respondent.

In the context of arbitration clauses, unconscionability requires consideration of meaningful choice and whether the challenged terms are oppressive or one-sided. 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.

Unconscionability consists of absence of meaningful choice due to one-sided contract provisions together with terms 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). The Circuit Court applied the precedent established in *Simpson* when denying Appellants' Motion to Stay Proceedings and Compel Arbitration. The Circuit Court also cited *Gladden v Boykin,* 402 S.C. 140, 148, 739 S.E.2d 882, 886 (2013), for the principle that meaningful choice concerns the fundamental fairness of the bargaining process (*See* Order Denying Motion to Stay and Compel Arbitration at ¶ 4). The Circuit Court further cited S.C. Code Ann. § 36-2-302(1) for the rule that, if a court finds a contract clause unconscionable at the time it was made, the court may refuse to enforce the clause or limit its application to avoid an unconscionable result. *Id.*

In this case, the bargaining process was not fair in any meaningful sense. The Circuit Court properly found that Lyft's Terms of Service were an adhesion contract, that the terms were not negotiable on Respondent's behalf, and that they were presented on a take-it-or-leave-it basis (*See* Order Denying Motion to Stay and Compel Arbitration at ¶ 7). The court's finding was grounded in Lyft's own position. Lyft conceded that a rider cannot complete the account creation process or purchase rideshare services through the Lyft app unless the person affirmatively accepts and agrees to be bound by Lyft's terms (*See* App's Motion to Compel Arbitration at ¶ 10). This is not a negotiated commercial agreement. It is a consumer mobile-app contract drafted entirely by Lyft and imposed as a condition of using a transportation service.

The Circuit Court also properly considered the disparity between Lyft and Respondent. The court found that Respondent did not have the business judgment to understand the effect of the arbitration clause and did not have counsel present to provide assistance during the account creation process (*See* Order Denying Motion to Stay and Compel Arbitration at ¶ 6). Lyft treats the court's findings as improper, but they apply directly to the fairness of the bargaining process. The subject transaction occurred through a cell phone application – not through a negotiated contract in which Respondent could revise terms, ask legal questions, or obtain counsel before accepting. The fact that a consumer clicked "I agree" does not, standing alone, require enforcement of an unconscionable arbitration clause.

The Circuit Court further identified oppressive terms contained within Lyft's agreement. The court specifically identified Section 15 of the Terms of Service, which stated that Lyft would not be liable for any 'incidental, special, exemplary, punitive, consequential, or indirect damages arising out of or in connection with the Lyft Platform, Rideshare Services, or the agreement, including negligence.' The court found that this provision essentially rendered Lyft immune from liability under any scenario and was 'impermissibly onerous' (*See* Order Denying Motion to Stay and Compel Arbitration at ¶ 8). In a case where Respondent seeks recovery for injuries allegedly sustained during a Lyft ride, that limitation of liability was not a collateral abstraction. It bore directly on the practical consequence of enforcing Lyft's contractual scheme.

Lyft argues that the Circuit Court could not consider Section 15 of the Terms of Service in rendering their decision, as it was outside the provisions of the dispute resolution and arbitration agreement contained in Section 17. That argument elevates contract labeling over reality. The arbitration clause did not appear in isolation. It was part of the same Terms of Service that Lyft required Respondent to accept as a package. Lyft cannot compel Respondent into arbitration under Section 17 of the Terms of Service while asking the court to ignore the rest of the same take-it-or-leave-it styled contract that shaped the right available to Respondent.

The Circuit Court identified additional oppressive features. The court found that the arbitration clause included waiver of jury trial, an inability to appeal the arbitration decision, inability to participate in a class action lawsuit, and that the arbitration provision itself was buried within a 43-page document that was inconspicuous when viewed on a mobile device (*See* Order Denying Motion to Stay and Compel Arbitration at ¶ 9). Lyft argues that these features are inherent in arbitration, but ignores that fact that South Carolina courts routinely analyze arbitration clauses for fairness. If courts were required to ignore every feature that makes arbitration clauses harsh on a consumer, then the unconscionability doctrine would have no meaningful role in such cases.

Lyft also relies heavily on 9 U.S.C. § 2, 9 U.S.C. § 3, and 9 U.S.C. § 4. However, the Federal Arbitration Act places arbitration agreements on equal footing with other contracts. *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339 (2011). It does not place arbitration clauses above generally applicable contract defenses, and does not require enforcement of an unconscionable contract clause. Lyft's own motion recognized that an arbitration agreement may be invalidated under contract principles applicable to the "revocation of any contract," citing *Shearson/Am. Express, Inc. v. McMahon*, 482 U.S. 220, 226 (1987).

Ultimately, the Circuit Court did not refuse to enforce arbitration because it disfavored arbitration. It refused enforcement because this particular arbitration provision, imposed through these particular Terms of Service, was unconscionable under South Carolina contract law. The lower court's rulings should be affirmed.

II. The Circuit Court did not err by addressing unconscionability because a court must determine whether an enforceable agreement exists before compelling a party out of court.

Lyft's principal appellate argument is that the Circuit Court erred by deciding gateway issues allegedly delegated to the arbitrator. That argument fails because a court must determine whether an enforceable arbitration agreement exists before compelling a party to arbitrate. Whether a contract or its clause is unconscionable raises a question of law. *Smith v. D.R. Horton, Inc.*, 403 S.C. 10, 13, 742 S.E.2d 37, 39 (Ct. App. 2013).

Lyft's own motion stated that, under the FAA, a court generally first "determines whether a valid arbitration agreement exists," citing *Henry Schein, Inc. v. Archer & White Sales, Inc*., 586 U.S. 63, 67 (2019) (*See* App's Motion to Compel Arbitration at ¶ 23). Lyft's appellate brief likewise acknowledged that state law governs whether an agreement to arbitrate was formed, citing *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 944 (1995), and that South Carolina contract formation requires offer, acceptance, and valuable consideration, citing *Sauner v. Public Service Authority of South Carolina*, 354 S.C. 397, 406, 581 S.E.2d 161, 166 (2003).

That threshold principle matters here. Respondent challenged whether Lyft's arbitration clause could be enforced at all. Respondent argued that the Terms of Service were an adhesion contract, that Respondent lacked meaningful choice, that the terms could not be negotiated, that Section 15 was impermissibly onerous, and that the arbitration clause contained oppressive and one-sided terms *(See* Resp's Memo in Opp at ¶¶ 7-10). Those arguments went to enforceability under South Carolina contract law, not merely to the merits of the underlying tort claims.

Lyft cites 9 U.S.C. §§ 2, 3, and 4, but those provisions do not compel enforcement of an unconscionable agreement. Lyft relies upon 9 U.S.C. § 2, which states that written arbitration provisions in contracts involving commerce are "valid, irrevocable, and enforceable." Lyft also cites 9 U.S.C. §§ 3-4 for the proposition that, when an action subject to arbitration is brought in court, the court shall direct the parties to proceed to arbitration. However, these FAA provisions presuppose the existence of an enforceable arbitration agreement. They do not eliminate generally applicable defenses such as unconscionability.

Lyft also relies heavily on delegation-clause authorities, such as *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 586 U.S. 63, 67 (2019). But such authorities do not require reversal of the lower court's decision. These authorities do not answer whether the arbitration arrangement imposed through Lyft's non-negotiable consumer Terms was enforceable. The subject delegation clause was not separately negotiated, separately presented, or separately accepted. It was embedded in the same mobile Terms that the Circuit Court found unconscionable. Lyft cannot avoid judicial review of unconscionability simply by inserting a delegation clause into the same arbitration provision it seeks to enforce.

Nor did Respondent waive her unconscionability argument by not specifically referring to the delegation clause in her opposition to Lyft's Motion to Compel Arbitration. Rather, Respondent expressly argued that the Terms of Service constituted a contract of adhesion, that Respondent lacked meaningful choice and could not negotiate the terms, and that the arbitration clause was therefore unconscionable and unenforceable *(See* Resp's Memo in Opp at ¶¶ 7-10). The lower court properly addressed the enforceability issue presented by Respondent and denied Lyft's motion.

III. Even if the delegation clause is considered, Lyft failed to establish reversible error because the trial court's Order rests on the absence of meaningful choice and oppressive terms contained in the arbitration agreement.

Lyft argues that the delegation clause is dispositive because the Terms provide that disputes about arbitrability, scope, applicability, enforceability, revocability, and validity must be decided by the arbitrator. But the presence of that language does not require reversal on this record.

First, the delegation language was part of the same adhesion contract the Circuit Court found unconscionable. The Circuit Court found that Lyft's Terms were non-negotiable, presented on a take-it-or-leave-it basis, and required for use of the Lyft app (*See* Order Denying Motion to Stay and Compel Arbitration at ¶ 7). Under South Carolina law, a court may consider meaningful choice and oppressive terms in deciding unconscionability. The Circuit Court cited *Simpson v. MSA of Myrtle Beach, Inc*., 373 S.C. 14, 25, 644 S.E.2d 663, 669 (2007) and *Gladden v. Boykin*, 402 S.C. 140, 148, 739 S.E.2d 882, 886 (2013) to support that unconscionability framework (*See* Order Denying Motion to Stay and Compel Arbitration at ¶ 4).

Second, the Circuit Court found that the arbitration clause contained in Section 17 of Lyft's Terms of Service was unconscionable and therefore unenforceable (*See* Order Denying Motion to Stay and Compel Arbitration at ¶ 12). If the lower court found that the entirety of Section 17 was unconscionable, Lyft cannot now rely on a part of Section 17 – the delegation clause – to force arbitration when the Terms of Service as a whole have been deemed unconscionable. 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). It has been established that the whole of Lyft's Terms of Service were unconscionable, and to force Respondent to arbitrate based upon an isolated subsection of those Terms would violate settled principles of South Carolina contract law.

Third, Appellants' reliance on *Doe v. TCSC, LLC* is distinguishable. In their brief, Lyft notes that while the court did enforce a delegation clause in this case, it also recognized that the specific clause did not mention *who* decides validity and enforceability issues – leaving the court to address unconscionability. *Doe v. TCSC, LLC*, 430 S.C. 602, 846 S.E.2d 874 (Ct. App. 2020). Although Section 17 of Lyft's Terms of Service states that it is the arbiter who may address issues of validity, enforceability, and arbitrability, the problem here is not merely the scope of the delegation language. The issue is that the delegation language was imposed through the same adhesive consumer Terms and arbitration clause that Circuit Court found unconscionable.

Fourth, Lyft's reliance on *Rent-A-Center*, *West, Inc. v. Jackson* does not defeat Respondent's challenge. Lyft cited this case as support for the rule than an agreement to arbitrate gateway issues is an additional antecedent agreement, and that a party resisting arbitration must challenge the delegation clause specifically. *Rent-A-Center, West, Inc. v. Jackson*, 561 U.S. 63, 68-72 (2010). However, Respondent's opposition challenged the fairness and enforceability of Lyft's arbitration scheme as imposed through its Terms of Service. Respondent identified the non-negotiable nature of the Terms, lack of meaningful choice, Section 15's broad limitation of liability, waiver of jury trial, inability to appeal, inability to participate in a class action lawsuit, and inconspicuous placement of the arbitration provision These objections apply with equal force to the delegation provision embedded within the same arbitration framework (*See* Resp's Memo in Opp at ¶¶ 7-10).

Finally, Lyft's own cited South Carolina trial-court materials show that Section 15 of the Terms of Service raise significant concern. In *Doris Lewis v. Lyft, Inc*., the court compelled arbitration but expressly noted that Section 15 was not in Section 17 and "may well constitute an impermissibly onerous provision" if controlling, as Lyft would have essentially no liability under any scenario. While that order is not binding, it does confirm that Lyft's Terms present the very unconscionability concerns of lack of meaningful choice and oppressive terms that the Circuit Court recognized here. *Doris Lewis v. Lyft, Inc., et al.*, No. 2023-CP-10-03260 (Ct. Com. Pl. Charleston Cnty., SC, Nov. 26, 2024).

IV. The Circuit Court's factual findings were supported by the record and should not be disturbed.

Lyft contends that the Circuit Court made incorrect factual findings, including findings that the arbitration clause was buried, inconspicuous, and part of an adhesion contract. However, the record supports the Circuit Court's findings.

The court's adhesion finding is supported by the very evidence that Lyft presents in its Motion to Compel Arbitration and Stay Proceedings. Lyft stated that a rider cannot complete the account creation process or purchase rideshare services through the Lyft app unless the person affirmatively accepts and agrees to be bound by Lyft's terms (*See* App's Motion to Compel Arbitration at ¶ 10). The Circuit Court found, based upon that reality, that the Terms were not negotiable and were presented on a take-it-or-leave-it basis.

The finding that the arbitration provision was inconspicuous on a mobile device was also supported. Respondent argued that the arbitration provision was buried within a 43-page document and inconspicuous in nature, particularly when viewed on a mobile device as most users would experience it (*See* Resp's Memo in Opp at ¶ 9). The Circuit Court adopted that finding, agreeing that the presentation of the arbitration clause disadvantaged a consumer when accessed on a cell phone screen (*See* Order Denying Motion to Stay and Compel Arbitration at ¶ 9). Lyft points to the existence of an all-caps notice and a jump link to the arbitration clause, but the lower court was not required to treat a jump link inside lengthy mobile terms as sufficient to create meaningful notice of the full arbitration scheme.

The Circuit Court also properly considered the effect of Section 15 of Lyft's Terms of Service. The court found that Section 15 contained broad language purporting to exempt Lyft from virtually all liability and concluded that the provision essentially rendered Lyft immune from liability under any scenario (*See* Order Denying Motion to Stay and Compel Arbitration at ¶ 7). Lyft relies upon *Smith v. D.R. Horton* for the proposition that an unconscionability inquiry considers provisions of the arbitration agreement itself and not the whole contract. 417 S.C. 42, 48, 790 S.E.2d 1, 4 (2016). However, this case involves a consumer Terms of Service presented as a single non-negotiable package, with arbitration functioning as part of the broader contractual structure limiting Respondent's rights. Therefore, the lower court did not err by considering the practical effect of the Terms Lyft sought to enforce.

In citing *Lackey v Green Tree Financial Corp.,* Lyft also argues that because Respondent seeks to avoid arbitration because it precludes judicial remedies, Respondent must demonstrate the prejudice that would result from compelling arbitration. 330 S.C. 388, 498 S.E.2d 898 (Ct. App. 1998). Here, Respondent did more than object to the absence of a judicial forum. Respondent identified the existence of a non-negotiable consumer contract, an inconspicuous mobile presentation, a broad limitation of liability under Section 15 of Lyft's Terms of Service, and multiple arbitration-related waivers (*See* Resp's Memo in Opp at ¶¶ 7-10). The Circuit Court found evidence of these circumstances sufficient to establish unconscionability.

CONCLUSION

The Circuit Court's February 20, 2026 order denied Lyft's Motion to Compel Arbitration because the arbitration agreement was unconscionable, which the court had authority to determine. The April 16, 2026 reconsideration order denied Lyft's motion because the issues raised ignored the court's previous finding that the arbitration agreement was unconscionable and unenforceable as a contract of adhesion. These rulings are supported by the record and South Carolina unconscionability law. The Circuit Court's orders should therefore be affirmed.

[SIGNATURE ON FOLLOWING PAGE]

Charleston, South Carolina
Dated: August 19, 2026

Respectfully submitted,

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