

EXHIBIT A
FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Berkeley
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP0802548

Andrew Tyler et al
PLAINTIFF(S)

D.R. Horton, Inc et al
DEFENDANT(S)

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.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ 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:

See page 2 below.

RECEIVED
Aug 20 2026
SC Court of Appeals

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/15/2026 .

JSR Clearing And Grading, Llc
Charleston Tractor Works, Llc
Justin Vining, individually and on behalf of all others
John Doe # 1-5
Charleston Tractor Works, LLC
JSR Clearing and Grading, LLC
Lowcountry Septic System Solutions, LLC

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

This matter came before the Court on April 10, 2025 involving numerous motions. This Court ruled on each motion with the exception of a Motion for Clarification of Judge Goodstein's Orders from March 4, 2024 and June 4, 2024 and D.R. Horton's Motion to Stay and Compel Arbitration of the Subcontractors Claims. This Court retained jurisdiction and held off on issuing a decision until Judge Goodstein issued her order on the motions concerning clarification of her 2024 Orders since there appeared to be some questions as to which claims had been referred to arbitration and which had not. All parties now agree that a determination on D.R. Horton's Motion to Stay and Compel Arbitration of Subcontractor Claims is ripe to be determined by the undersigned. Upon extensive review of all memorandums filed with the Court and the transcript of all arguments made by the respective parties, D.R. Horton's Motion to Stay and Compel Arbitration of Subcontractor Claims is hereby, Denied.

D.R. Horton has filed cross claims against all subcontractor defendants, both signatories to the Independent Contractor Agreement ("ICA") (which contains the arbitration agreement) and non-signatories. The facts in this matter are unique in that all the subcontractor work involves grading, soil classification, and landscaping. This work did not in any way involve construction of the homes. These subcontractors did not participate in the construction of a building nor provide out of state component parts for any of these residences.

"[A] party seeking to compel arbitration under the FAA must demonstrate that the contract implicates interstate commerce." Hicks Unlimited, Inc. v. UniFirst Corp., 439 S.C. 623, 632, 889 S.E.2d 564, 568 (2023). The work done by these subcontractors does not involve interstate commerce and, therefore, the FAA does not apply. The Court must next look to whether these claims fall under the South Carolina Uniform Arbitration Act. South Carolina's Uniform Arbitration Act states, in relevant part, "Notice that a contract is subject to arbitration pursuant to this chapter shall be typed in underlined capital letters or rubber-stamped prominently on the first page of the contract and unless such notice is displayed thereon the contract shall not be subject to arbitration." S.C. Code Ann. Section 15-48-10(a). The ICA fails to satisfy S.C. Code Ann. Section 15-48-10(a). Accordingly, the arbitration agreement between the signatories is not valid or enforceable.

Non-signatory subcontractors do not have an agreement with D.R. Horton. Since this Court finds that the signatories' arbitration agreements are not valid or enforceable, there is no basis for D.R. Horton to compel the non-signatories to arbitrate. It is unnecessary for the Court to make determination concerning the unconscionability arguments made by the signatory subcontractor defendants. Additionally, it is unnecessary for the Court to address the intertwine test argued by D.R. Horton. Based on the foregoing, DR. Horton's Motion is Denied.

And it is so Ordered.



Berkeley Common Pleas

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

Case Number: 2022CP0802548

Type: Order/Electronic Form 4

So Ordered

Patrick C. Fant, III