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June 20, 2014

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JUN 23 2014

The Honorable Daniel E. Shearouse
Clerk of Court
Supreme Court of South Carolina
Supreme Court Building
1231 Gervais Street
Columbia, SC 29201

S.C. SUPREME COURT

Re: Appellate Case No. 2013-000651
David W. Keller, Respondent v. ING Financial
Partners, Inc., William C. Johnson, and Diversified
Business Concepts, Inc., Petitioners;

Dear Mr. Shearouse:

On June 10, 2013, Petitioners filed a Petition for Certiorari in the above-referenced matter (the "Petition"). In accordance with Rule 208(b)(7) SCACR, Petitioners now provide the Court with this notice of supplemental authority with respect to a significant and pertinent decision decided since June 10, 2013, which bears directly on the issues raised in the pending Petition.

The supplemental authority is Dean v. Heritage Healthcare of Ridgeway, LLC, Opinion No. 27401, decided by this Court on June 18, 2014, in which this Court held that the unavailability of an arbitral forum does not render an arbitration agreement invalid, particularly where the arbitration agreement itself refers only to arbitration "in accordance with the named forum's rules." This authority conclusively resolves one of the issues raised by Petitioner's Petition on pages 7 through 9, namely that the selection of an arbitration forum's rules does not equate to the mandated selection of that arbitration forum. It also affirms Petitioner's argument on pages 13 through 16 of the Petition that the reference to the rules of the NASD is not integral to the Parties' arbitration agreement.

Petitioners respectfully request that the Court consider this supplemental authority in deciding whether to grant review of the South Carolina Court of Appeals' decision in this case,

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which was based on specific authorities that were clearly distinguished, if not overruled, by this Court's decision *Dean v. Heritage Healthcare of Ridgeway, LLC*.

Sincerely,

JACKSON LEWIS P.C.


T. Chase Samples

TCS/msw
Enclosures

cc : H. Donald Sellers, Esq. (w/ enclosures via U.S. Mail)
Charles F. Turner, Jr., Esq. (w/ enclosures via U.S. Mail)