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January 11, 2017

Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

RECEIVED

JAN 13 2017

SC Court of Appeals

Re: Myers v. Affordable Recovery Solutions, a/k/a ARS,
C/A # 2013-CP-03-00147
Appellate Case # 2015-001401

Dear Clerk of Court,

Enclosed is my acknowledgment that oral argument is scheduled for February 8, 2017 at 11:20 AM in Courtroom 2. I will be arguing for the Respondent Joyce Myers.

Before the argument, please bring these authorities to the panel's attention:

Standard of review on the trial court's finding that the parties lacked assent to arbitrate (Respondent's Brief, 7-9)

Parsons v. John Wieland Homes and Neighborhoods of the Carolinas, Inc., 418 S.C. 1, 6, 791 S.E.2d 128, 130 (2016) ("[A] circuit court's factual findings will not be reversed on appeal if any evidence reasonably supports the findings").

The outrageous and unforeseeable torts exception to arbitrate.
(Respondent's Brief 9-13).

Parsons, 418 S.C. 13-21, 791 S.E.2d at 134-139 (reaffirming the validity of the "outrageous and unforeseeable torts" exception to arbitration).

Letter to Court of Appeals
Page 2 of 2
January 11, 2017

Lack of privity to arbitrate (Respondent's Brief, pp. 13-20)

Malloy v. Thompson, 409 S.C. 557, 561-562, 762 S.E.2d 690, 692-693 (2014) (nonsignatory not bound to arbitrate where his claims arose under general tort-law duties and not the contract to arbitrate):

Thompson v. Pruitt Corp., 416 S.C. 43, 56-62, 784 S.E.2d 679, 686-690 (Ct.App. 2016) (rejecting the third party beneficiary, intertwined, and estoppel theories where the plaintiff's tort claims did not arise under the contract containing the arbitration clause).

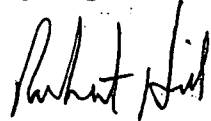
Wilson v. Willis, 416 S.C. 395, 416-418, 786 S.C. 571, 582-583 (Ct.App. 2016) (nonsignatory bound to arbitrate where its claims necessarily depended on the contract containing the arbitration clause).

Waiver of arbitration (Respondent's Brief, pp. 21-25)

Johnson v. Heritage Healthcare of Estill, LLC, 416 S.C. 508, 514, 788 S.E.2d 216, 219 (2016) (noting that a party seeking to compel arbitration has the burden to halt discovery and seek the court's protection), *citing Evans v. Accent Mfd. Homes, Inc.*, 352 S.C. 544, 551, 575 S.E.2d 74, 77 (Ct.App. 2003).

Wilson, 416 S.C. at 420-424, 786 S.E.2d at 584-586 (examining whether arbitration was waived where no one took depositions and the party seeking arbitration declined to require discovery responses while its motion to compel was pending).

My highest regards,



Robert Hill

cc: Mark B. Tinsley, Esq.
Patrick M. Higgins, Esq.