



July 5, 2017

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

RECEIVED

JUL 12 2017

S.C. SUPREME COURT

Re: *Wilson et. al v. Willis et. al*, No. 2016-001512

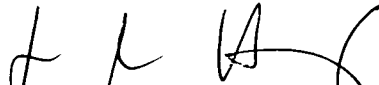
Dear Mr. Shearouse:

Pursuant to South Carolina Appellate Court Rule 208(b)(7), Petitioners submit this letter to call the Court's attention to two recent decisions that are relevant to the pending Petition for Review in the above matter, filed August 1, 2016.

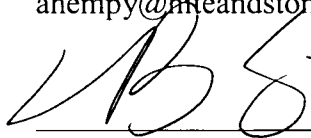
1. ***Theo's Pizza, LLC v. Integrity Brands, LLC*, No. 3:17-cv-0039-MBS, 2017 WL 1684869 (D.S.C. May 3, 2017).** In *Theo's Pizza*, the U.S. District Court for the District of South Carolina declined to enforce an arbitration clause in a contract between the defendant and another company against the plaintiff, a South Carolina company, on grounds that the plaintiff had not agreed to arbitrate disputes with the defendant and was not a party to the contract containing the arbitration clause the defendant sought to enforce. Applying South Carolina contract law, the court explained that it would not "impute an agreement to arbitrate where Plaintiff has not explicitly agreed to do so." 2017 WL 1684869 at *2. This ruling pertains to Petitioners' argument that the Court of Appeals in this case erred by enforcing the arbitration clause against the nonparty plaintiffs. See Petition at 11-18; Reply at 2-8.
2. ***Global Pacific, LLC v. Kirkpatrick*, --- N.E. 3d ---, No. CA2016-08-163, 2017 WL 1316178, (Ohio Ct. App. Apr. 10, 2017).** In *Global Pacific*, the Ohio Court of Appeals declined to enforce an arbitration clause in a contract between two companies against a third company that was not a party to the contract containing the arbitration clause. The court noted that, under Ohio state law, a nonparty can be equitably estopped from denying enforcement of an arbitration clause if the nonparty seeks rights under the contract containing the arbitration clause. 2017 WL 1316178 at *4. The court explained, however, that there was no evidence in the record that the nonparty company had "tried to enforce any rights allegedly created by the [contract]" or "attempted to assert a claim or defense based on the [contract]." *Id.* On that basis, the court held that the nonparty company was not bound by the arbitration clause. This ruling pertains to Petitioners' argument that the Court of Appeals in this case erred by enforcing the arbitration clause against the nonparty plaintiffs. See Petition at 11-18; Reply at 2-8.

We respectfully submit this authority for this Court's consideration.

Sincerely,



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