

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)
))
Hicks Unlimited, Inc.,)
))
Plaintiff,)
))
v.)
))
Unifirst Corporation,)
A Massachusetts Corporation,)
))
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT

Case No.: 2017-CP-04-1932

ORDER DENYING DEFENDANT’S MOTION
FOR RECONSIDERATION

RECEIVED

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SC Court of Appeals

DATE OF HEARING:	November 27, 2017
PRESIDING JUDGE:	The Hon. R. Scott Sprouse
ATTORNEY FOR PLAINTIFF:	James S. Eakes
ATTORNEYS FOR DEFENDANT:	Jude C. Cooper and Ian D. McVey
COURT REPORTER:	Donna Brady

THIS MATTER came before the Court pursuant to Plaintiff’s Motion to Stay Arbitration and Defendant’s Motion to Compel Arbitration. A heard was convened on November 27, 2017, at the Anderson County Courthouse. The Plaintiff was present and represented by James S. Eakes, Esquire. The Defendant was represented by Jude C. Cooper, Esquire, of Florida appearing *pro hac vice* in association with local counsel, Ian D. McVey, Esquire. The Plaintiff’s Motion to Stay was granted and the Defendant’s Motion to Compel was denied. The Defendant timely filed a Motion to Alter or Amend pursuant to Rule 59(e), SCRCP and provided notice to the Court pursuant to Rule 59(g), SCRCP.

In its motion, the Defendant asserts that this Court’s Order relied upon an incorrect definition of interstate commerce. “To ascertain whether an arbitration agreement implicates interstate commerce and the FAA, the court must examine the agreement, the complaint, and the surrounding facts, focusing primarily on what the terms of the contract specifically require for performance.” *Dean v. Heritage Healthcare of Ridgeway, LLC*, 408 S.C. 371, 380, 759 S.E.2d 727,

732 (2014) (citations omitted) (internal quotation marks omitted). This is generally a very fact-specific inquiry. *Id.* The definition of what constitutes interstate commerce has been expanded to the outer-limits of the commerce clause. *See id.*, at 379, 759 S.E.2d at 731 (citing *Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 270 (1995)).

After careful consideration of the able argument and filings of Counsel and review of the record, the Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or fact not appropriately considered. Even when considering the facts of this case under the broadest definition of interstate commerce, the contract at issue does not involve, nor does it implicate, interstate commerce.

Accordingly, the Defendants's Motion, pursuant to Rule 59, SCRPC, ¹ is DENIED.

AND, IT IS SO ORDERED.

R. SCOTT SPROUSE
Judge, Tenth Judicial Circuit

Walhalla, South Carolina
February ____, 2018

¹ The Court, in its discretion, has determined this Motion on the filings, without oral argument, pursuant to Rule 59(f), SCRPC.



Anderson Common Pleas

Case Caption: Hicks Unlimited, Inc VS Unifirst Corporation, A Massachusetts Corporation
Case Number: 2017CP0401932
Type: Order/Other

s/R. Scott Sprouse, Judge #2752

Tenth Judicial Circuit

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