

ARBITRATION BETWEEN  
LAWRENCE TERRY  
AND  
CARMAX AUTO SUPERSTORES, INC.

NAM ID# 218738

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MAY 15 2019  
SC Court of Appeals

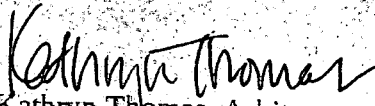
**ORDER DENYING CLAIMANT'S MOTION FOR RECONSIDERATION**

On April 30, 2019, the undersigned arbitrator issued an Order Granting Summary Judgment to Respondent CarMax. Claimant Terry has filed a motion to reconsider that ruling.

Terry argues CarMax has not supplied evidence or any material facts that would disprove the validity of Terry's oral agreement with Adam Warner. To the contrary, CarMax has pointed out that South Carolina employment is presumed to be at-will, that Terry has the burden to prove otherwise, and that Terry cannot maintain a claim of oral or implied contract in light of the statements Terry signed when he applied with and was hired by CarMax. Even without the signed at-will statements, Terry would have the burden to prove the specific terms of an alleged contract, which he has failed to do. As a matter of law, Terry has been employed at-will since CarMax hired him in July 2017. As such, CarMax at all times has had the right to alter the terms and conditions of Terry's employment, including his job duties and working hours, or even to terminate Terry's employment, for good reason, bad reason, or no reason at all.

Terry argues he has established the elements of a fraud claim, but he has not. As an at-will employee, Terry had no right to rely on the promises and representations on which he bases his claims. Moreover, as a matter of law, Terry's tort claims are preempted by the exclusivity provision of the South Carolina Workers' Compensation Act.

Accordingly, Terry's motion for reconsideration is denied.

  
Kathryn Thomas, Arbitrator

Columbia, South Carolina  
May 1, 2019