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February 10, 2020

Via Regular Mail
Jenny Abbott Kitchings, Clerk
South Carolina Court of Appeals
PO Box 11629
Columbia, SC 29211

Re: Marcus Kevin Grant v. Jud Kuhn Chevrolet
Apoellate Case No. 2017-001897

To the Honorable Clerk of Court:

Pursuant to Rule 208(b)(7), SCACR,[1] Appellant Jud Kuhn Chevrolet hereby submits the following supplemental authorities:

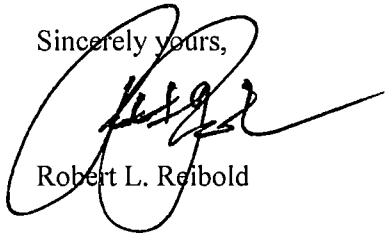
1. *Lamps Plus, Inc. v. Varela*, 139 S.Ct. 1407, 587 U.S. ____ (2019). *Lamps Plus* reaffirms that class arbitration is fundamentally different from bilateral arbitration, and that bilateral arbitration is the default mode of arbitrating under the FAA. Where *Stolt-Nielson S.A. v. AnimalFeeds International Corp.*, 130 S.Ct. 1758, 559 U.S. 162 (2010) held that consent to class arbitration cannot be inferred from an agreement's mere silence on the subject, *Lamps Plus* goes further. It holds that consent to class arbitration cannot be inferred from an ambiguous agreement. The Court stated: "[l]ike silence, ambiguity does not provide a sufficient basis to conclude that parties to an arbitration agreement agreed to 'sacrifice[] the principal advantage of arbitration'" by agreeing to classwide arbitration." *Lamps Plus*, 139 S.Ct. at 1416. Because the FAA preempts inconsistent state law, this case is dispositive of the appeal. Even if the extra-textual sources cited by the trial court as a basis for class arbitration is considered, the sources conflict with other bilateral provisions of the agreement, creating, at worst, an ambiguity, which is insufficient to support class arbitration as a matter of law. The trial court's ruling should be reversed.

2. *Murphy v. Five Star Florence, LLC*, 2020 WL 91600 (S.C.Ct.App., filed January 8, 2020) (unpublished). This case from the South Carolina Court of Appeals is unpublished and is submitted for whatever value it may have. This case from the South Carolina Court of Appeals

[1] This Rule provides that "[w]hen pertinent and significant authorities come to the attention of a party after his initial brief(s) has been served and filed, the party shall promptly advise the clerk of the appellate court, by letter, with a copy to all counsel, setting forth the citations. There shall be a reference either to the page of the brief or to an issue to which the citations pertain, but the letter shall, without argument, state the reasons for the supplemental citations. Any response shall be made promptly and shall be similarly limited."

cited *Lamps Plus* (above), and rejected the argument that an agreement's reference to the rules of the American Arbitration Association (the "AAA") implies the parties' consent to class arbitration. It is relevant to Section III(C) of the argument in Appellant's Brief.

Sincerely yours,



Robert L. Reibold

RLR:cnc
cc: L. Sidney Connor, IV

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