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June 12, 2020

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S.C. SUPREME COURT

**Via Electronic Filing**

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

Re: *Walsh v. Boat-N-RV Megastore and Ridgeland Recreational Vehicles, Inc.*  
Appellate Case No. 2019-001080  
Notice of Supplemental Authority

Dear Mr. Shearouse:

Pursuant to Rule 208(b)(7), SCACR, Boat-N-RV Megastore respectfully submits this notice of supplemental authority for the above-referenced matter.

Earlier this week, the Court of Appeals published its decision in *Damico v. Lennar Carolina, LLC*, Op. No. 5730 (S.C. Ct. App. filed June 10, 2020) (Shearouse Adv. Sh. No. 23 at 29). In that opinion, the Court of Appeals addressed directly the questions of arbitrability that are presented in this appeal, including: (a) holding that a party may not avoid an arbitration agreement by challenging a contract as a whole, and (b) enforcing provisions that delegate “gateway” questions about the arbitrability of a dispute to an arbitrator for resolution. These issues are addressed on Pages 6 through 9 of Boat-N-RV’s opening brief and Pages 1 through 3 of its reply brief to this Court.

This notice is being e-filed pursuant to the Court’s Order 2020-05-29-02 regarding Operation of the Appellate Courts During the Coronavirus Emergency. We have also served this filing via email on counsel in this matter, as permitted by Section (g)(3) of that same order.

We appreciate the Court’s consideration of this submission, and of the parties’ respective arguments in this case.

Best regards,

/s/ M. Todd Carroll

cc: All Counsel of Record