


STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

TERRY MAC MATH,	)	
Plaintiffs,)	
vs.)	2019-CP-09-01345
LOWES COMPANIES, INC. and SCOTT PARKER)	ORDER
Defendants.)	
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)	

This matter came before me upon Defendant Lowe’s Companies, Inc. (a.k.a Lowe’s Home Centers, LLC and hereinafter “Lowe’s”) and Defendant Scott Parker’s Motion to Dismiss or Stay and Compel Arbitration. Defendants were represented by Andrew Melling. Plaintiff was represented by C. Bradley Hutto. A hearing on Defendant’s motion was held on February 19, 2020 in Orangeburg County, South Carolina.

The Defendants moved to dismiss and compel arbitration pursuant to S.C. Rule of Civil Procedure 12(b)(3), and also in the alternative to stay the case and compel arbitration. Defendant Lowe’s argued that, “The claims in Plaintiff’s Complaint fall squarely within the arbitration agreement, and this case should be dismissed pursuant to S.C. Rule of Civil Procedure Rule 12(b)(3).”¹ Counsel reiterated the arguments outlined in their motion and exhibited to the Court a number of documents purported to be signed by the Plaintiff that detail the arbitration requirements, and the arbitration process being a mandatory alternative to legal proceedings in Court.

¹ Defendant Lowe’s Home Centers, LLC’s Motion to Dismiss or Stay and Compel Arbitration. Page 2.

Plaintiff's counsel argued that Plaintiff was not aware of the arbitration requirements of the agreements with Defendants. Plaintiff relied on the affidavit of Plaintiff Terry Mac Math, which stated that "(4. After deliberation, I met with Lowe's employees at Lowe's to finally sign documents pertaining to the remodeling job. 5. While reviewing those documents, we discussed three things: price, materials, and builders. 6. At no point was arbitration or a loss of my legal rights mentioned. At no point were the terms and conditions of this contract reviewed with me." Plaintiff noted that, on a Motion to Dismiss based upon the Pleadings (or in this case improper venue), the introduction of evidence such as handwriting on a document was premature. Plaintiff further produced alternative documentation that purported to show unsigned agreements between the Plaintiff and Lowe's that were nonetheless executed and billed. Plaintiff argued that, fundamentally, the nature of the agreement between Plaintiff and Defendants could not be established at this point without at least some discovery.

The Court hereby DENIES Defendants' Motion to Dismiss, or Stay and Compel Arbitration

Judge M. Murphy

2 June, 2020

Summerville, SC



Orangeburg Common Pleas

Case Caption: Terry Macmath VS Lowes Companies, Inc. , defendant, et al

Case Number: 2019CP3801345

Type: Order/Alternative Dispute Resolution

So Ordered

s/ Maite Murphy 2166