



Reply To

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February 4, 2021

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SC Court of Appeals

Via Facsimile & S.C. Courts E-Filing

The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
P.O. Box 11629
Columbia, South Carolina 29211

RE: Joseph Abruzzo v. Bravo Media Productions LLC, Haymaker Media, Inc.,
NBCUniversal Media, LLC, Comcast Corporation, Craig Conover,
Chelsea Meissner, and Madison LeCroy
Civil Action No.: 2020CP1000472 (Charleston)
Carrier Claim No.: 170003678
MGC File No.: 21162.20001
Appeal No.: 2020-001095

Dear Ms. Kitchings:

Pursuant to Rule 208(b)(7), SCACR, Appellants respond to Respondent Joseph Abruzzo's submission of this Court's opinion in *Berry v. Spang* in Appellate Case No. 2017-1690, filed January 13, 2021, which currently is under rehearing. *Berry* has no relevance to the instant appeal but, instead was decided on the bases that: 1) the only arbitration agreement the non-moving party had signed was with the moving party's predecessor and that agreement "contained no language binding successors or assigns to the named firm"¹; 2) the arbitral forum designated in the agreement no longer existed; and 3) no precedent exists that requires a finding that Rule 13200 of FINRA's² rules "in and of itself, constituted an enforceable arbitration agreement between Berry and Appellants." Further distinguishing *Berry* from the instant case, there, the Circuit Court issued a detailed order with findings of fact, which are binding on this Court where "reasonably supported" by any evidence. Given the utter lack of any similarity as to the law or facts between *Berry* and the instant appeal, it seems logical to conclude that Respondent's counsel felt the need to locate and submit as supplemental authority any recent arbitration case to distract from the *Ledwell v. Ravenel* decision by the Fourth Circuit Court of Appeals submitted by Appellants this morning, which involves the same defendants and a virtually identical arbitration agreement.

Appellants reference the formation of an enforceable arbitration agreement on pages 14-46 of their Brief and pages 5-20 of their Reply Brief; the rights of non-signatories to enforce the arbitration agreement on pages 46-47 of their Brief and

¹ Because this Court found no arbitration agreement had been formed between the parties, it also found the FAA was inapplicable.

² FINRA stands for the Financial Industry Regulatory Authority, Inc.

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pages 20-21 of their Reply Brief; and the applicability of the FAA on pages 17, 21-22, & 44 of their Brief and pages 4, 5, & 19 of their Reply Brief.

If you have any questions, please do not hesitate to contact me.

Sincerely,
McAngus Goudelock & Courie, LLC

A handwritten signature in black ink, appearing to read "H. Hiser", with a long horizontal flourish extending to the right.

Helen F. Hiser

cc: Aaron E. Edwards, Esq. (via Email)



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