RECEIVED
Feb 18 2021
S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

Hon. R. Scott Sprouse, Circuit Court Judge

Appellate Case No.: 2020-000462

Grange Mutual Casualty and Trustguard Insurance Company.....Respondents,

v.

20/20 Auto Glass, LLC.....Petitioner/Appellant.

REPLY BRIEF OF APPELLANT 20/20 AUTO GLASS, LLC

February 18, 2021

Joshua M. Henderson
HENDERSON, BRANDT & VIETH, P.A.
360 East Henry Street, Suite 101
Spartanburg, South Carolina 29302
(864) 582-2962

Charles J. Lloyd
LIVGARD & LLOYD, P.L.L.P.
PO Box 14906
Minneapolis, MN 55414
(612) 825-7777

Other Counsel of Record
Wesley B. Sawyer, Esq.
MURPHY & GRANTLAND, P.A.
P.O. Box 6648
Columbia, SC 29260
(803) 454-1255
Attorney for Respondents

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES

OTHER AUTHORITIES

INTRODUCTION

Grange Mutual's brief is nothing more than a thinly veiled effort to muddle and complicate the issue presented to this Court. This case requires a relatively straight forward analysis to address the issue of whether an insurance company creates a unilateral contract when its offer was rejected at every turn. Under basic contract and assignment principles, South Carolina statutory law, and the stipulated facts, a unilateral contract was not – indeed, cannot – be created. 20/20 Auto Glass repeatedly and unequivocally rejected Grange's pricing offers before replacing the auto glass for its customers and then 20/20 received from its customers assignments to recover the insurance proceeds owed to them by Grange. Grange merely had to perform as it was required to do under the terms of its insurance policy, namely pay for the replacement of the damaged glass. Thus, there was no new consideration, let alone a separate contract, between Grange and 20/20. At all times, the insurance policy controlled these interactions. Grange's position is simply unsupported by the law and facts of this case. Accordingly, for the reasons set forth below and in 20/20's opening brief, the decision of the court of appeals should be reversed and the matter remanded to the circuit court.

ARGUMENT

1. The ability of policyholders to assign their policy proceeds precludes the creation of unilateral contracts where the assignments have been made.

Grange largely ignores the legal principle for assignments articulated in *Narruhn v. Alea London Ltd.*, 404 S.C. 337, 745 S.E. 2d. 90 (S.C. 2013), and instead tries to

distinguish the case on the facts because, as a matter of law, Grange has no ability to interfere with the right of its insured to assign its post-loss rights to 20/20.

Narruhn is clear that a policyholder can assign post-loss the proceeds owed by the insurer under the insurance policy. 404 S.C. at 344, 745 S.E.2d at 94. This is the key legal principle setting the stage for Grange and 20/20's dispute because, by accepting the assignments from its customers, Grange's insureds, 20/20 steps into the shoes of those insureds, acquiring all the rights to payment of the claim afforded to it under Grange's insurance policy. No new contract is created; the Grange insurance policy continues to govern the relationship between Grange and 20/20 as assignee of the Grange insured.

Grange's argument attempts to contort the assignment into an unrecognizable legal principle. 20/20 chose to have the insured assign to it her post-loss right to recover under the policy as payment for replacing the windshield. The only limitation on what 20/20 can collect for the replacement is what the policy provides. Under no circumstances does the assignment somehow convert into an acceptance of whatever price Grange offers to the exclusion of Grange's policy obligations. Under the insurance policy, Grange was obligated to indemnify its insured for the damage to its auto glass, a right that is freely assignable. *Id.* If the insured had paid cash to 20/20 to have the glass replaced and then submitted the claim to Grange herself rather than have 20/20 do it, and Grange did not pay the full amount of that claim to the insured, the insured could sue Grange for breaching the insurance contract. There is no difference in that scenario and the present case other than 20/20, as the assignee of Grange's insured, submitting the claim and seeking full payment of that claim, except here, by virtue of the assignment, Grange deals

directly with 20/20 instead of the insured. In the end, 20/20 and Grange's insured have equal rights to recover the full cost for the replacement.

The court of appeals decision in *Southern Glass & Plastics Company, Inc. v. Kemper*, 399 S.C. 483, 732 S.E.2d 205 (Ct. App 2012), does not in any way save Grange's position. *Southern Glass* is not only inapplicable because of the facts and subsequent developments in the law, but this Court is plainly not bound to follow a court of appeals decision. Setting aside for the moment the change in the law for auto glass replacement services and the assignment of insurance proceeds, *Southern Glass* is inapplicable to the transaction between 20/20 and Grange under the stipulated facts. In *Southern Glass*, the trial court relied on evidence that the glass company had expressly agreed to the insurer's pricing during phone conversations and that the glass company had not contacted Safelite or the insurer to reject the pricing after receiving the faxed referral sheet. 399 S.C. at 497-98, 732 S.E.2d at 212-13. Here, the evidence shows that 20/20 rejected Grange's pricing proposals at every turn. The facts show that 20/20 specifically rejected Grange's pricing during the phone calls with Safelite. R. pp. 94, 95; Stipulated Facts ¶26, 32. 20/20 also rejected the prices after receiving the faxed referral letters by submitting invoices over the amounts in the referral letters and refusing to follow the billing instructions in the faxes. An additional fact distinguishes this case from *Southern Glass*; 20/20 wrote to Safelite, Grange's third-party administrator, putting it on notice that 20/20 was expressly rejecting the pricing in any future communications from Safelite absent an express written agreement to the contrary. R. p. 95, 145; Stipulated Facts ¶ 32, Exhibit C. 20/20 further emphasized its rejection of Grange's

pricing by repeatedly emailing the insurer that it would never accept Grange's stated prices. R. p. 100, 155-56; Stipulated Facts ¶ 59, Exhibit H, Stipulated Facts ¶ 60. The facts determinative in *Southern Glass* are all absent in the present case. Therefore, *Southern Glass* is factually distinguishable and is thus not persuasive and should not impact this Court's decision.

Southern Glass also predates the adoption of the statute controlling auto glass claims. Contrary to Grange's assertion, S.C. Code § 38-57-75 does not codify the creation of unilateral contracts in cases such as this because it explicitly allows for a glass company to reject the pricing of the insurer or third-party administrator. S.C. Code § 38-57-75(E)(1). The statute then provides that the insurer or third-party administrator "may" tell the insured they will be responsible for additional costs. *Id.* If the statute somehow codified the creation of a unilateral contract as Grange argues, there would be utterly no reason for anyone acting on behalf of the insurer to inform a policyholder that the policyholder may have some financial liability for the glass replacement. The existence of a unilateral contract would necessarily eliminate all such potential liability.

Moreover, the statute does not state anywhere that the glass company is bound by the insurer's pricing offer or that a contract will be created if the glass company performs the work after rejecting the offer. In fact, quite the opposite is true. The statute provides for payment at the rate offered by the insurer only if the glass company accepts the insurer's offer. *Id.* The statute would be completely meaningless if a binding contract was created even after a glass company unequivocally rejected the insurer's pricing and then performed the work requested by the insured.

It would also defeat the consumers' right to choose its own glass company, S.C. Code § 38-57-75(A). United States District Judge for the District of Minnesota, Patrick Schiltz, addressed a nearly identical argument in his discussion of unilateral contracts in *Alpine Glass Inc. v Ill. Farmers Ins. Co.*, No. 06-CV-1148 (PJS/RLE) (D. Minn. Mar. 30, 2007). In *sua sponte* granting summary judgment for Alpine and rejecting Farmers' argument that a unilateral contract was created, Judge Schiltz stated:

> What they [Alpine] are saying is that you [Farmers] have no right whatsoever to forbid them from doing the work for the insured. The insured has the right under the statute to come into Alpine, to say to Alpine you fix my glass. Alpine has a right to fix the glass. You have no right to forbid it. Since you can't forbid it, you can't be faxing in something saying that you can't do this work unless you are willing to abide by our terms, which is basically what you are trying to do. You are trying to send a fax and saying you can't work on our insureds' cars unless you do it under our terms or they pay you themself. You seem to me to be trying to repeal the No-Fault Act, is what you seem to me to be trying to do.

Alpine Glass, Transcript of Summary Judgment Hearing p. 35, March 30, 2007, *aff'd, Alpine Glass Inc. Ill. Farmers Ins. Co.*, 643 F.3d 659 (8th Cir. 2011). This is exactly what Grange is trying to do here. Instead of the Minnesota Statute that protects consumer choice, Grange is trying to repeal the South Carolina Code provision that protects consumer choice, S.C. Code § 38-57-75.[1]

S.C. Code §38-57-75 would be rendered meaningless if a glass company, no matter what, was bound to the pricing offered by the insurance company. The statute provides for a "fair and reasonable rate of reimbursement." S.C. Code §38-57-75(E)(1).

---

[1] Judge Schiltz considered not only the general pricing letters sent by the insurer but also the specific fax referral, referred to as a "fax dispatch," sent by Farmers. P. 33 of *Alpine Glass* transcript.

Grange tries to contend that the statute somehow gives it the ability to set whatever pricing it wishes. Unfortunately for Grange, the statute only applies to administrative requirements and not policy requirements. S.C. Code § 38-57-75, provides that "[v]iolations of this section are subject to the provisions of the South Carolina Insurance Unfair Claim Practices Act," S.C. Code Ann. § 38-59-20, *et. seq*. This Court has held that jurisdiction over compliance with the Trade Practices Act and Unfair Claims Practices Act is vested with the Department of Insurance, not the courts. *Masterclean, Inc. v. Star Ins. Co.*, 347 S.C. 405, 415, 556 S.E.2d 371, 377 (2001).

Grange is attempting to use the statute for an impermissible purpose. The wording of the statute does not give Grange *carte blanche* to determine what constitutes "fair and reasonable." Were that to be the case, it would render the terms "fair and reasonable" meaningless, and the phrases "the insurer's rate" and "the insurer's fair and reasonable rate" would have identical meaning. That cannot be presumed to be the legislature's intent. Thus, Grange's effort to take a statute that is to regulate and restrict an insurer's conduct and turn it into something permissive fails. In *Alpine*, the insurer made a similar argument before Judge Schiltz, who rejected it, stating:

> [THE COURT:]...Could you fax right now a fax to every auto glass shop in Minnesota, save your favorite one, whatever it is, XYZ Auto Glass, tell everybody else that you will pay $1 for auto glass and if they don't like that, they shouldn't do the work, but if they do the work they accept your offer of $1 and not send the one fax to one of those? Could you do that?
>
> ****
>
> THE COURT: None of them would do the work, which would have the effect of forcing all the insureds into your chosen glass shop, which would have the effect of overturning the statute.

****

THE COURT: Couldn't you do it that way under your theory of the case?

MR. KLUZ [attorney for the insurer]: All the glass shop would have to do -- and really the customer that the glass shop is marketing to is the insured. They would say, Mr. Insured, I know that Farmers pays $1. Our charge is $1,000.

THE COURT: Right.

MR. KLUZ: You are going to be expected to cover the entire thing. We have that discussion.

THE COURT: But how can they say that? They are not under the law expected to cover. You have a contractual obligation to indemnify them. Let's put aside this assignment issue. You have the contractual obligation to indemnify them for whatever they paid that shop as long as it's not more than what is fair and reasonable. The shop can't tell them you have to pay the 1,000 or go get the job -- they have the right to pick the shop, to pay the shop, to send you the bill, and to have you pay the bill.

Alpine Glass, Transcript of Summary Judgment Hearing p. 36-37. This is the exact argument Grange advances here. It seeks to sidestep S.C. Code §38-57-75, and frankly its own insurance policy, by making pricing offers and then claiming to bind any glass vendor to those offers when the vendor performs the work.

Grange's interpretation of the statute leads to an absurd result, one this Court should not accept. *Kiriakides v. United Artists Communications, Inc.*, 312 S.C. 271, 275 440 S.E.2d 364, 366 (1993) citing to *Stackhouse v. Rowland*, 86 S.C. 419, 68 S.E. 561 (1910) ("However plain the ordinary meaning of the words used in a statute may be, the courts will reject that meaning when to accept it would lead to a result so plainly absurd that it could not possibly have been intended by the Legislature or would defeat the plain

legislative intention."). Grange's theory of the case squarely falls within the parameters of the unacceptably absurd result. Under Grange's interpretation, there are four possible outcomes, all of which work in the insurance company's favor: 1) the glass company accepts the low offer and the company pays less than required by the policy; 2) the glass company rejects the offer and the job is steered to a provider who will do the work at the rate that is less than the policy requires; 3) the glass company rejects the pricing, performs the work, and yet it is still bound to the unacceptable offer (Grange's argument here); or 4) Grange leaves its insured liable for payments that Grange itself should be making as required under the policy. This was not the intention of the legislature in creating a trade practices statute intended to protect the insured.

Grange spends several pages discussing cases from North Carolina, Washington and Idaho, yet none of those cases have any bearing on the facts or law of this case because South Carolina law addresses this issue. In *CIM Ins. Corp. v Cascade Auto Glass, Inc.*, 660 S.E.2d 907 (N.C. Ct. App. 2008), several insurers' claimed that unilateral contracts had been formed regarding disputed auto glass invoices. *CIM*, however, is distinguishable on two grounds. First, there is no discussion of the consideration offered by the insurers in that case. Whatever the law in North Carolina, in this state, all contracts must be supported by consideration to be valid. *International Shoe Co. v. Herndon*, 135 S.C. 138, 140, 133 S.E. 202, 203 (S.C. 1926). Additionally, to be valid, consideration cannot be something the offeror is otherwise obligated to provide. *City of Spartanburg v. Spartan Villa*, 273 S.C. 1, 5, 253 S.E.2d 501, 503 (S.C. 1978).

Grange's attempt to distinguish *City of Spartanburg* falls well short of the mark. Here, Grange's payment offer falls into one of three categories: it is exactly what Grange is contractually obligated to pay under the terms of their insurance contract thereby defeating the claim of consideration; it is less than what Grange is obligated to pay under the contract which cannot be valid consideration; or it is more than what Grange is obligated to pay under the policy which would be proper consideration for the new unilateral contract. There is, however, nothing in the record that would support such a claim. *City of Spartanburg* plainly applies in this case.

Second, there is no discussion in *CIM* of any assignments of the insurance proceeds or the corresponding contractual obligations owed by the insurers. Simply put, the issues presented here by 20/20 were never addressed by the North Carolina Court of Appeals. As a result, that case irrelevant and ought not be persuasive here.

The other two cases cited by Grange – and relied on by the court of appeals in *Southern Glass* and the trial court here – are even less applicable than *CIM*. For example, in *Cascade Auto Glass, Inc. v. Idaho Farm Bureau Ins. Co.*, 141 Idaho 660, 115 P.3d 751 (2005), the Idaho Supreme Court confronted a question of interpretation of Idaho Farm Bureau's insurance policy: "The issues presented require an interpretation of the insurance policy language and a determination of whether Farm Bureau met its obligations under the insurance contract." 115 P.3d at 752. The entire case involved the meaning of Farm Bureau's unique policy language; it had absolutely nothing to do with unilateral contracts. "After looking at the plain meaning of the words of the insurance contract at issue, the district court was correct in determining the policy is not ambiguous

and that Farm Bureau has fully performed its obligations under the policy." 115 P.3d at 755. There is no parallel policy language here. Thus, the Idaho case has no application.

Similarly, *Cascade Auto Glass v. Progressive Cas. Ins.*, 135 Wn. App. 760, 145 P.3d 1253 (Wash. App. 2006), is inapplicable because it involved modification of a written contract between the glass shop and the insurer. 145 P.3d at 1255. In its analysis of the issue on appeal, the court noted that written terminable at will contracts "may be unilaterally modified." 145 P.3d at 1257.[2] There was also no indication that the glass company objected to the alteration in the pricing terms and, in fact, the evidence was that such agreements were frequently modified. *Id.* Given those considerations, the Washington Court concluded: "Progressive can also modify its pricing terms unilaterally because the pricing agreement is terminable-at-will. Accordingly, in paying the revised amounts, Progressive has complied with its obligations under the pricing agreement." 145 P.3d at 1258. Grange cannot point to anything in the record here that would connect *Progressive* to this case. Accordingly, both the reasoning and the outcome of the Washington case are meaningless here.

There is a contract underlying the relationship between 20/20 and Grange, the insurance policy Grange issued to its insureds. The amounts owed under that contract were assigned to 20/20 after the losses occurred. Because the assignments cannot be

---

[2] Coincidentally, at will employment contract cases are the only cases Grange was able to find to support its position here. E.g. *Fleming v. Borden, Inc.*, 316 S.C. 452, 450 S.E.2d 589 (1994); *Small v. Springs Industries, Inc.* 292 S.C. 481, 357 S.E.2d 452 (1986). None of the cases relied on by Grange have a statute controlling the conduct of the parties nor is there any analysis about unequivocal rejections of the offers or failure of a party to fully perform the offer.

precluded by Grange and because of statutes adopted by the South Carolina Legislature, the unilateral contract theory advanced by Grange is precluded as a matter of law. The decisions of the courts below to the contrary are erroneous and should be reversed.

2. The fax referral sheets were not a definite offer to enter into a unilateral contract.

The documents that Grange contends sets forth the offer for its unilateral contracts are insufficient as a matter of law and do not constitute sufficiently definite offers capable to being accepted by 20/20's performance. Grange's reliance on *Prescott v. Farmers Telephone Co-Op, Inc.*, 335 S.C. 330, 516 S.E.2d 923 (1999), is entirely misplaced. Setting aside for the moment that this is yet another employment case, *Prescott* provides that an offer must be definite. *Id.* at 337, 516 S.E.2d at 926. Here, Grange's "offer" left many open terms bearing on payment for the replacement, including that the amount charged would be substantially higher than the amount stated in the fax, noting if the price was "over $1,000," *e.g.* R. p. 147; Exhibit D, and if there were to be "other charges." *Id.* Grange cannot claim these fax "offers" are sufficiently definite when they provide for the prospect that the charges will not conform with the amounts stated.

The house painting analogy Grange offers from a Texas case perfectly illustrates this point. Grange brief at 9-10 *citing Vanegas v. American Energy Serv.*, 302 S.W.3d 299, 303 (Tex. 2009). There, the analogy was of a homeowner offering to pay a painter $50 if the painter paints the homeowner's house. That is not what occurred in this case. Here, if Grange's offer to 20/20 were applied to painting the homeowner's house, the homeowner's offer would be that she would pay $50 to paint the house unless it cost

more. The painter should contact the homeowner if the cost of the job exceeds $100 and if there were additional costs for items like additional materials. That is not a sufficiently definite offer to establish a unilateral contract upon performance.

The painting analogy further falls apart because Grange is not in the same position as the homeowner, the vehicle owner is in the position of homeowner. Grange is a debtor who owes the homeowner money. The more apt analogy is one where the painter agrees to paint the house in exchange for an assignment of the $50 debt owed by Grange to the homeowner. Grange cannot avoid its full debt by sending a pre-emptive fax to the painter stating, "if you paint my creditor's house, you agree to accept $25 for the job" and then claim that a unilateral contract was created when the house was painted. This case, involving the replacement of damaged automobile glass covered by insurance issued by Grange is no different.

Regarding these so-called offers, Grange takes an untenable and sweeping position: there is no way for 20/20 to reject the terms of Grange's offer to enter into a unilateral contract. This position is directly contrary to general principles of unilateral contracts that provide that an offeree can reject the creation of a unilateral contract by manifesting intent to not accept the offer before performance or within a reasonable time of the offer the offeree notifies the offeror it will not accept. Restatement (Second) of Contracts §§ 53(2-3). Here, 20/20 not only informed Grange it would never accept its pricing it also immediately rejected Grange's offer every time it was made. Grange's position amounts to nothing more than if it asks enough, it can will a unilateral contract into existence.

20/20 performed the work at the invitation of its customers, not Grange. Its communications with Grange expressed no intention to be bound. 20/20 did not perform as explicitly provided by Grange thereby rejecting the offer. 20/20 invoiced Grange a different amount than Grange specified and it refused to follow the stated billing instructions. These actions unequivocally communicated to Grange that 20/20 did not intend to be bound by Grange's offer.

More important, Grange itself never intended for its offer to be binding as evidenced by the fact that it did not follow through on its offered price. *Mclaurin v. Hamer*, 165 S.C. 411, 164 S.E. 2, 5 (1932) ("An offer, to constitute a contract, must be one which is intended of itself to create legal relations on acceptance, and if it is an offer merely to open negotiations which may ultimately result in a contract it is not binding."). Grange incorrectly argues that it paid the amount offered on the referral sheet. Grange Brief at 10. This is simply not supported by the facts. Grange paid each claim at a higher rate than stated in the referral fax. This alone destroys any notion that Grange intended the referral fax to be a definite offer. Combined with the indefinite nature of the language of the faxed offers, the payments in amounts different than what was offered demonstrates that there was no contract created beyond the insurance policy itself.

Because there is no evidence showing that either Grange or 20/20 intended to be bound by the terms of Grange's fax confirmations, the trial court's conclusion, upheld by the court of appeals, that a contract was formed when 20/20 performed work for its customers was plain error. As this Court has noted previously, there must be a meeting of the minds "with regard to all essential and material terms of the agreement." *Player v.*

Chandler, 299 S.C. 101, 105, 382 S.E.2d 891, 894 (1989). Because the evidence here demonstrates no meeting of the minds and no intent to be bound, no contract – unilateral or otherwise – could have been formed. The determination below to the contrary constitutes reversible error.

3. There was no consideration to create a unilateral contract.

20/20, as the insured's assignee, has all of the rights and defenses available to it which would have been available to the insured. Here, 20/20 has Grange's promise to pay for auto glass damage, as provided by the policy. 20/20 can enforce the terms of the insurance policy against Grange, just as the insured could sue 20/20 for breach of contract. Grange is grasping at straws trying to create new contracts and new consideration to get around the fact that it offered no new consideration to support its claimed unilateral contract. At most, Grange did what it was contractually obligated to do under its policy – pay for the auto glass replacement.

Grange argues because it elected to pay 20/20 directly, that was consideration for the unilateral contract. That position has no support in the record. Nowhere in Grange's "offer" does it promise to pay 20/20 directly, as opposed to paying the policyholder; the confirmation faxes that form the "offers" only indicate when payment will be made, not to whom. *See* R. p. 147, 160, and 168, Exhibits D, J, and N. ("Payment will be rendered upon receipt of funds from the client."). Consideration has to be stated in the offer. "The offer identifies the bargained for exchange and creates a power of acceptance in the offeree." *Prescott*, 335 S.C. at 336, 516 S.E.2d 923, 926 (1999) *quoting Carolina Amusement Co., Inc. v. Connecticut Nat'l Life Ins. Co.*, 313 S.C. 215, 220, 437 S.E.2d

122, 125 (S.C. App. 1993) and Restatement (Second) of Contracts § 29 (1981). Because it did not include the promise to pay the funds to 20/20, that payment cannot constitute consideration for the agreement.

Moreover, Grange's claim that it can choose whom to pay is not at all supported by the policy language cited and is contrary to law. The language that Grange may elect to pay to repair or replace the damaged property does not determine the payee of what is owed but rather reflects Grange's ability to pay the repair or replacement cost as opposed to buying the vehicle from the policyholder under the actual cash value provision of the limit of liability. *See* R. p. 133 (Exhibit A, p. D-4) and R. p. 92 Stipulated Facts ¶ 10. Given that the policyholder retains the ability to determine what shop will perform the work under S.C. Code 38-57-75(A), Grange cannot claim an ability to pay a repair facility directly because that would presume that Grange may select the repair facility.

Moreover, Grange cannot claim it has the legal ability to bypass the policyholder with its payment absent either a directive or consent to do so. The debt Grange was obligated to pay was fixed at the moment of damage and could be freely assigned and sold by the policyholder. *Narruhn*, 404 S.C. at 344, 745 S.E.2d at 94. As a matter of law, the assignment obligates Grange to issue payment to 20/20, not the alleged unilateral contract.

20/20, by virtue of the assignment, is seeking reimbursement from Grange, for breaching the insurance contract. 20/20 is not a third party to this contract and, for the reasons explained above, no new contract was created. Grange's entire argument regarding third-party beneficiaries and third-party contracts completely ignores basic

assignment law. *Narruhn*, 404 S.C. at, 745 S.E. 2d at 90. No credible analogy can be made with a contractor entering into subcontractor agreements in a construction context because here Grange's insured directly assigned all its rights to payment to 20/20 in exchange for performing the glass replacement and is entitled to reimbursement, for its entire invoice, from Grange.

CONCLUSION

Both jurisprudence from this Court and the adoption of certain statutes by the South Carolina Legislature makes it impossible for there to be unilateral contracts created based on the stipulated facts underlying this dispute. As a result, the decision of the court of appeals affirming the circuit court is error. 20/20 Auto Glass therefore respectfully requests that the decision of the court of appeals be reversed and that matter remanded to the circuit court.

Dated: February 18, 2021

Joshua M. Henderson
HENDERSON, BRANDT & VIETH, P.A.
360 East Henry Street, Suite 101
Spartanburg, South Carolina 29302
(864) 582-2962

Charles J. Lloyd
LIVGARD & LLOYD, PLLP
PO Box 14906
Minneapolis, MN 55414
(612) 825-7777

Attorneys for Appellant 20/20 Auto Glass, LLC