

EDWARDS FIRM, LLC
755 JOHNNIE DODDS BLVD, SUITE #100
MOUNT PLEASANT, SOUTH CAROLINA 29464

AARON E. EDWARDS, ESQ.

aaron@edwardsfirmllc.com

March 19, 2021

Via S.C. Courts E-Filing ctappfilings@sccourts.org

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

In Re: Abruzzo vs. Bravo Media Productions LLC, et al.
Case No: 2020-CP-10-472 (Charleston)
Appeal No.: 2020-001095

RECEIVED
Mar 19 2021
SC Court of Appeals

Ms. Kitchings:

Pursuant to Rule 208(b)(7), attached you will find a copy of a recently filed opinion by the South Carolina Supreme Court captioned *Palmetto Construction Group, LLC v. Restoration Specialists, LLC*, Op. No. 2021-28010, 2021 WL 908497 (S.C. filed March 10, 2021). Only the Westlaw citation is currently available, but it is designated to be a published opinion. It was filed on March 10, 2021, after Respondent filed his Initial Brief in the above captioned matter.

In *Palmetto Construction*, the defendants appealed the master in equity's order refusing to set aside the entry of their default. The Court of Appeals dismissed the appeal on the basis that an order refusing to set aside an entry of default is not immediately appealable. The defendants then filed a petition for a writ of certiorari claiming the order is immediately appealable because it had the effect of precluding their motion to compel arbitration.

The Supreme Court found the Court of Appeals correctly determined the order refusing to set aside the entry of default was not immediately appealable. It went on to say the Court of Appeals erred in addressing the defendants' argument that the law of arbitration changes the immediate appealability of the master's order because, according to the defendants, the law "favors" arbitration. Addressing that specific point, the Supreme Court said as follows:

Our courts' statements that the law "favors" arbitration were never intended to elevate a contractual right of arbitration above the procedural rules of the court or other contractual provisions...Neither the Supreme Court nor this Court, however, meant to give the law of arbitration such a special status that it would supplant state procedural law...when considered in the proper

March 19, 2021

Page 2 of 2

context, our statements that the law “favors” arbitration mean simply that courts must respect and enforce a contractual provision to arbitrate as it respects and enforces all contractual provisions. There is, however, no public policy—federal or state—“favoring” arbitration.”

Palmetto Construction pertains to pages 17-29 of Respondent’s Initial Brief.

Sincerely,

s/ Aaron E. Edwards

Enclosures

CC: Helen Hiser (via email)