



Reply To

HELEN F. HISER
Direct Dial: (843) 576-2930
helen.hiser@mgclaw.com

March 19, 2021

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SC Court of Appeals

Via 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 the South Carolina Supreme Court's opinion in *Palmetto Constr. Grp., LLC v. Restoration Specialists, LLC*, Op. No. 28010, 2021 S.C. LEXIS 22, 2021 WL 908497 (March 10, 2021), referencing pages 17-29 of his Initial Brief (in which Respondent argues that no valid agreement to arbitrate was formed). *Palmetto Constr.* has no relevance to the instant appeal but, instead was decided on the basis that the denial of a motion to set aside an entry of default is not immediately appealable. Unlike the instant case, in *Palmetto Constr.*, the defendants failed to file a timely answer and, only after they were in default did they file a motion demanding arbitration. *Palmetto Constr. Grp., LLC v. Restoration Specialists, LLC*, 428 S.C. 261, 264-265, 834 S.E.2d 204, 205-206 (Ct. App. 2019).

At issue before the Supreme Court was whether "the law of arbitration changes the immediate appealability" of the denial of a motion to set aside an entry of default. In that context, the Supreme Court opined that "[o]ur 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." 2021 S.C. LEXIS 22 *3-4. The Supreme Court concluded that, while there is no "public policy" that favors arbitration such that it would "supplant state procedural law," federal policy does "ensure the enforceability, according to their terms, of private agreements to arbitrate Therefore, when considered in the proper 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." 2021 S.C. LEXIS 22 *8. The Supreme Court remanded, instructing the circuit court to proceed to a damages hearing and entry of judgment, after which the defendants could challenge both the denial of their motion to set aside the entry of default, and again raise the

The Honorable Jenny Abbott Kitchings
March 19, 2021
Page 2

issue of whether they had preserved their right to demand arbitration. 2021 S.C. LEXIS 22 *9.

There is no question in the instant appeal as to whether Defendants, who are not in default, timely moved to compel arbitration. And *Palmetto Constr.* in no way addresses whether the parties entered into a valid and enforceable agreement to arbitration, which appear to be Respondent's main arguments. As a result, *Palmetto Constr.* has no bearing on this appeal and should be disregarded.

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)