

HAMILTON  
MARTENS  
BALLOU &  
CARROLL  
ATTORNEYS AT LAW

Herbert W. Hamilton  
herb.hamilton@hamiltonmartens.com  
Dial: 803-329-7607

April 25, 2013

The Honorable Jenny Abbott Kitchings  
Clerk of Court  
The South Carolina Court of Appeals  
1015 Sumter Street  
Columbia, SC 29201

RECEIVED  
APR 26 2013  
SC Court of Appeals

RE: *Parsons v. John Wieland Homes*  
Our File No.: 10854-001

Dear Ms. Kitchings:

By letter dated April 22, 2013, the Appellant presented supplemental authority to the Court. As permitted by Rule 208(b)(7), SCACR, this letter is submitted in reply to the cases submitted by the Appellant.

1. The Supreme Court's decision in Landers v. Fed. Deposit Ins., Corp., Op. No. 27223 (S.C. Supreme Court filed February 27, 2013) does not reverse or modify the Supreme Court's decision in Aiken v. World Fin. Corp., 373 S.C. 144, 644 S.E.2d 705(2007) or Partain v. Upstate Automotive Group, Inc.; 386 S.C. 488, 689 S.E. 2d 602(2010) nor is Landers applicable in this case. The Trial Court, in this case, based its decision primarily on Aiken and Partain.

In Landers, the Plaintiff's pleading "provided a clear nexus between the underlying factual allegations of each of his claims and his inability to perform the employment Agreement...". That is not the case here. The factual allegations in the Complaint do not "touch matters" covered by the contract or agreement.

2. In Muriithi v. Shuttle Express, Inc., Op. No. 11-1445 (4 Cir., filed April 1, 2013) the Court found that unconscionable provisions of a franchise clause, which were not a part of the Arbitration Agreement, could not affect the enforceability of an otherwise valid arbitration agreement. In this case, unconscionability of the arbitration clause itself was argued as an additional sustaining ground. The basis of the Trial Court's decision, however, was not unconscionability.

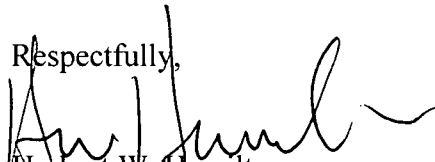
Hamilton Martens Ballou & Carroll, LLC

130 East Main Street (29730) • Post Office Box 10940 (29731) • Rock Hill, South Carolina  
Phone: 803.329.7672 • Facsimile: 803.329.7678 • www.hamiltonmartens.com

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3. If the decision in Smith v. D.R. Horton, S.C. Court of Appeals, (Op. No. 5118, filed April 17, 2013) is applicable to this case at all, it supports the Trial Court's decision denying the Motion to Compel Arbitration.

Please let me know if I can provide additional information.

Respectfully,  
  
Herbert W. Hamilton  
For the Firm

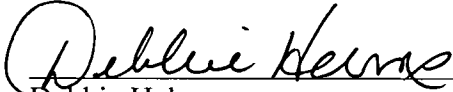
HWH/dh

**CERTIFICATE OF SERVICE**

The undersigned employee of Hamilton Martens Ballou & Carroll, LLC, Attorneys for the Plaintiff, hereby certifies that a copy of the within letter submitted as a Reply to Appellant's Supplemental Authority to the Court was served upon Defendants by depositing a copy of the same in the United States Mail, with sufficient postage affixed thereto and addressed as follows:

Daniel S. McQueeney, Jr.  
PRATT THOMAS WALKER, P.A.  
PO Drawer 22247  
Charleston, SC 29413-2247

This 25th day of April, 2013.

  
Debbie Helms

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