

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH
CAROLINA, ANDERSON/GREENWOOD DIVISION

Wood v. D.R. Horton, Inc.

No. 8:25-cv-03367-JDA (D.S.C. Feb. 10, 2026) · No. 8:25-cv-03367-JDA · Decided February 10, 2026

SUMMARY

The court grants D.R. Horton’s motion to compel arbitration and stay the litigation arising from Gail Wood’s alleged personal injuries at a newly constructed home. It concludes that the Homeowner Agreement’s broad arbitration provision covers the personal-injury claims, applies under the Federal Arbitration Act, is not unconscionable, and was not extinguished by merger into the deed. The court also grants the motion as unopposed with respect to claims subject to the subcontractor agreement.

CASE DETAILS

COURT	United States District Court for the District of South Carolina, Anderson/Greenwood Division
WRITING FOR THE COURT	Jacquelyn D. Austin
JURISDICTION	United States District Court for the District of South Carolina, Anderson/Greenwood Division
DECIDED	February 10, 2026
DOCKET	8:25-cv-03367-JDA
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under the Federal Arbitration Act and, alternatively, the South Carolina Uniform Arbitration Act to stay the civil action and compel arbitration of the homeowners' personal-injury claims and the related third-party claims.
STANDARD OF REVIEW	The court applied the FAA's standard for compelling arbitration, including a summary-judgment-type inquiry when the existence of an arbitration agreement is disputed. The party seeking arbitration bears the initial burden of showing an enforceable agreement covering the dispute; the burden then shifts to the opposing party to show a genuine basis for denying agreement or enforcement.
PRECEDENTIAL VALUE	unpublished district court opinion; persuasive only

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QUESTIONS PRESENTED

1. Whether the Homeowner Agreement's arbitration provision covers the plaintiffs' personal-injury claims arising from alleged construction defects.
2. Whether the transaction involved interstate commerce within the meaning of the Federal Arbitration Act.
3. Whether the arbitration provision is unenforceable as unconscionable under South Carolina law.
4. Whether execution of the deed merged the Homeowner Agreement's arbitration provision out of existence.
5. Whether the claims between D.R. Horton and the subcontractor must be arbitrated under the Subcontractor Independent Contractor Agreement.

HOLDINGS

1. The arbitration provision covering any and all disputes regarding the Homeowner Agreement and/or the property broadly encompasses the plaintiffs' personal-injury claims arising from alleged construction defects.
2. The construction and sale of the new home involved interstate commerce, so the FAA governs the arbitration agreement.
3. The Homeowner Agreement's arbitration provision is not unconscionable and is enforceable.
4. The execution of the deed did not merge the Homeowner Agreement's arbitration provision out of existence.
5. The claims between D.R. Horton and Knight Construction and Landscaping, LLC and Theron H. Knight, III, must be arbitrated under the Subcontractor Independent Contractor Agreement.

KEY QUOTATIONS

“For the foregoing reasons, Defendant’s motion to stay and compel arbitration under the Homeowner Agreement and the Subcontractor ICA [Doc. 12] is GRANTED. This action is accordingly STAYED pending arbitration.” (Conclusion)

FACTUAL BACKGROUND

Bob and Gail Wood entered a Homeowner Agreement with D.R. Horton for construction and purchase of a new home in Greenwood, South Carolina. The agreement contained separately located and separately initialed warranty and arbitration provisions, with the arbitration clause covering any and all disputes regarding the agreement or property. Gail Wood allegedly fell because of an excessive rise between the carport and driveway and suffered fractures to her right arm and ankle. D.R. Horton had separately contracted with Knight

Construction and Landscaping, LLC for work including installation of the garage slab and driveway, and the subcontractor agreement required arbitration of disputes concerning the work and related construction claims.

PROCEDURAL HISTORY

Bob and Gail Wood sued D.R. Horton in federal district court for negligence, gross negligence, and recklessness arising from an alleged dangerous condition in the construction of their home. D.R. Horton filed an amended third-party complaint against Knight Construction and Landscaping, LLC and Theron H. Knight, III, alleging defective work, breach of the subcontractor agreement, and indemnification obligations. D.R. Horton moved to stay the case and compel arbitration; the subcontractor consented to arbitration to the extent required by its agreement. The court granted the motion and stayed the action pending arbitration.

DISPOSITION

other

CASES CITED

- Dean Witter Reynolds, Inc. v. Byrd, 470 U.S. 213, 217, 219 (1985)
- Snowden v. CheckPoint Check Cashing, 290 F.3d 631, 639 (4th Cir. 2002)
- Adkins v. Labor Ready, Inc., 303 F.3d 496, 500–01 (4th Cir. 2002)
- Drews Distributing, Inc. v. Silicon Gaming, Inc., 245 F.3d 347, 349 (4th Cir. 2001)
- American General Life & Accident Insurance Co. v. Wood, 429 F.3d 83, 87 (4th Cir. 2005)
- Gordon v. TBC Retail Group, Inc., No. 2:14-cv-03365-DCN, 2016 WL 4247738, at *5 (D.S.C. Aug. 11, 2016)
- Berkeley County School District v. Hub International Ltd., 944 F.3d 225, 234 (4th Cir. 2019)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1, 24–25 (1983)
- J.J. Ryan & Sons v. Rhone Poulenc Textile, S.A., 863 F.2d 315, 321 (4th Cir. 1988)
- Wachovia Bank, N.A. v. Schmidt, 445 F.3d 762, 767 (4th Cir. 2006)
- Landers v. Federal Deposit Insurance Corp., 739 S.E.2d 209, 213 (S.C. 2013)
- Mehler v. Terminix International Co. L.P., 205 F.3d 44, 47 (2d Cir. 2000)
- Blanton v. Stathos, 570 S.E.2d 565, 568 (S.C. Ct. App. 2002)
- Zabinski v. Bright Acres Associates, 553 S.E.2d 110, 117 (S.C. 2001)
- Damico v. Lennar Carolinas, 879 S.E.2d 746, 753–54 (S.C. 2022)
- Episcopal Housing Corp. v. Federal Insurance, 239 S.E.2d 647, 652 (S.C. 1977)
- Prima Paint Corp. v. Flood & Conklin Manufacturing Co., 388 U.S. 395, 402 (1967)
- Columbia Architectural Group, Inc. v. Barker, 266 S.E.2d 428, 429 (S.C. 1980)
- Packard & Field v. Byrd, 51 S.E. 678, 679 (S.C. 1905)
- Smith v. D.R. Horton, 790 S.E.2d 1, 4 (S.C. 2016)
- Mart v. Great Southern Homes, Inc., 893 S.E.2d 360, 367–68 (S.C. Ct. App. 2023)
- Payne v. Amazon.com, Inc., No. 2:17-cv-2313-PMD, 2018 WL 4489275, at *3 (D.S.C. July 25, 2018)

- *Vriens v. D.R. Horton, Inc.*, No. 2:23-cv-06797-DCN, ECF No. 1000, at 18–20 (D.S.C. Sept. 4, 2025)
- *Shoney's, Inc. v. Cooke*, 353 S.E.2d 300, 311 (S.C. Ct. App. 1987)
- *Charleston & Western Carolina Railway Co. v. Joyce*, 99 S.E.2d 187, 193 (S.C. 1957)
- *Hughes v. Greenville Country Club*, 322 S.E.2d 827, 828 (S.C. Ct. App. 1984)
- *Bushman Investment Properties v. DBSI E-470 E. LLC*, No. 09-cv-00674-MSK-KLM, 2010 WL 582351, at *5 (D. Colo. Feb. 16, 2010)
- *Drees Co. v. Osburg*, 144 S.W.3d 831, 833 (Ky. Ct. App. 2003)
- *Lakeway Homes, Inc. v. White*, No. 05-15-01455-CV, 2016 WL 3453559, at *5 (Tex. Ct. App. June 23, 2016)
- *Thomas v. Sloan Homes, LLC*, 81 So. 3d 309, 314 (Ala. 2011)
- *Smith v. Spizzirri*, 601 U.S. 472, 478 (2024)

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