

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )  
 )  
 The Estate of Jo Eva Rice, deceased, )  
 by her Personal Representative Sonya )  
 Lovett, )  
 )  
 Plaintiff, )  
 )  
 )  
 )  
 v. )  
 )  
 Fundamental Clinical and Operational )  
 Services, LLC; Fundamental )  
 Administrative Services, LLC; and )  
 THI of South Carolina at Magnolia )  
 Place – Spartanburg, a/k/a Physical )  
 Rehab and Wellness of Spartanburg, )  
 )  
 Defendant(s). )  
 )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
 C.A. No.: 2021-CP-42-03701

**RECEIVED**  
**Mar 14 2023**  
 SC Court of Appeals

**ORDER**

These matters came before the Court on April 1, 2022, on:

- 1) Defendant THI of South Carolina at Magnolia Place - Spartanburg, LLC, d/b/a Physical Rehabilitation and Wellness Center of Spartanburg’s Motion to Compel Arbitration;
- 2) Defendant Fundamental Administrative Services, LLC’s Motion to Stay; and
- 3) Fundamental Clinical and Operational Services, LLC’s Motion to Stay.

Present for the Defendants was Russell Hines of Clement Rivers, LLP and W. Harold Christian Jr. of Christian & Christian, LLC for the Plaintiffs.

After considering all evidence of record, memoranda, exhibits, and arguments presented by counsel for the parties, the Court hereby denies Defendants Defendant THI of South Carolina at Magnolia Place - Spartanburg, LLC, d/b/a Physical Rehabilitation and

Wellness Center of Spartanburg's Motion to Compel Arbitration, Defendant Fundamental Clinical and Operational Services, LLC's Motion to Stay, and Defendant Fundamental Administrative Services, LLC's Motion to Stay.

### **PROCEDURAL BACKGROUND**

On May 24, 2021, Plaintiff's filed a Notice of Intent to File Suit pursuant to South Carolina Code §15-79-125. The parties engaged in a mediation as required by this section, and the mediation was unsuccessful. Plaintiff then timely filed a Summons and Complaint. Plaintiff has alleged in the Complaint causes of action for nursing home negligence, ordinary negligence, negligent misrepresentation, corporate negligence for the underfunding and understaffing of the nursing home, all contending damages in a Survival Action on behalf of the Estate of Jo Eva Rice, and a Wrongful Death Action for the Wrongful Death Beneficiaries of Jo Eva Rice. Accordingly, Plaintiff filed the Summons and Complaint on October 28, 2021, and subsequently served all Defendants. Defendants subsequently and timely filed their Answers. Thereafter, Defendants filed the Motion to Compel Arbitration and Motions to Stay on February 1, 2022.

### **FACTUAL BACKGROUND**

On January 5, 2018, Jo Eva Rice (hereinafter Ms. Rice) was admitted to THI of South Carolina at Magnolia Place – Spartanburg, LLC, a/k/a Physical Rehab and Wellness of Spartanburg for rehabilitation after being discharged from the hospital following a stroke. At that time Ms. Rice's daughter Sonya Lovett (hereinafter Ms. Lovett) was presented with numerous documents to be signed and executed on behalf of her mother. At the time of signing the documents, Ms. Lovett had not been appointed as conservator, guardian, or power of attorney and consequently had not been provided authority to act on

behalf of her mother. Furthermore, there is no evidence that Ms. Rice was not competent or able to sign any documents on her own behalf. That Further, Ms. Lovett, as Personal Representative alleges that during Ms. Rice's admission to the facility, that the faculty failed to properly assess and care for Ms. Rice's needs. Subsequently, while a resident, Ms. Rice experienced severe seizures, and was transported to the hospital where she died on June 19, 2018. That, thereafter, Sonya Lovett, as Personal Representative of the Estate of Jo Eva Rice filed this lawsuit by which she claims that the facility was negligent in the care and treatment provided, and that the facility Co-defendants were also negligent by underfunding and understaffing the facility.

The Defendants allege that the documents signed by Sonya Lovett, Ms. Rice's daughter, included an Arbitration Agreement, and a Resident Admission Agreement (hereinafter "Admission Agreement"). It is based upon these documents that Defendants pursue the above-referenced motions. Plaintiff contends there is no valid Arbitration Agreement.

#### **STANDARD OF REVIEW/ANALYSIS**

The party seeking to enforce an agreement to arbitrate has the burden of establishing the existence of a valid arbitration agreement. See Aiken v. World Finance Corp. of S.C., 373 S.C. 144, 149, 644 S.E.2d 705, 708 (2007); MBNA America Bank, N.A. v. Christianson, 377 S.C. 210, 659 S.E.2d 209 (S.C. Ct. App. 2008). It is well established that "where one party denies the existence of an arbitration agreement raised by an opposing party, a court must immediately determine whether the agreement exists in the first place." If no agreement is found to exist, the court must deny any application to arbitrate. Simpson v. MSA of Myrtle Beach, Inc., 373 S.C. 14, 644 S.E.2d 663, 667 (S.C.

2007) (internal citation omitted). Whether a valid arbitration agreement exists is a matter for judicial determination. York v. Dodgeland of Columbia, Inc., 406 S.C. 67,78,749 S.E.2d 139, 144 (Ct. App. 2013).

Whether the parties agreed to arbitration is a question of substantive state law. Simpson v. MSA of Myrtle Beach, Inc., 373 S.C. 14, 644 S.E.2d 663, 668 (S.C. 2007) (“General contract principles of state law apply in a court’s evaluation of the enforceability of an arbitration clause.”). Arbitration agreements must satisfy the basic tenets and requirements of contract law. Towles v. United Healthcare Corp., 338 S.C. 29, 37, 524 S.E.2d 839, 844, (Ct. App. 1999). Section 2 of the Federal Arbitration Act dictates that arbitration agreements are enforceable except “upon such grounds as exist at law or equity for the revocation of any contract”. 9 U.S.C. §2. The courts, not arbitrators, are charged with deciding certain “gateway matters” including whether the parties have a valid arbitration agreement or whether the arbitration clause applies to a certain type of controversy. New Hope Missionary Baptist Church v. Paragon Builders, 379 S.C. 620, 629, 667 S.E.2d 1, 5 (Ct. App. 2008). Thus, unless there is a valid and enforceable contract, the Federal Arbitration Act does not even apply.

Further, the party seeking enforcement of the agreement bears the burden to prove a valid arbitration agreement exists that is enforceable, knowing, voluntary, and intentional. See Aiken v. World Finance Corp. of S.C., 373 S.C. 144, 149 (2007); MBNA America Bank, N.A. v. Christianson, 377 S.C. 210, 659 S.E.2d 209 (Ct. App. 2008); Hinson-Barr, Inc. v. Pinckard, 292 S.C. 267, 268, 356 S.E.2d 115, 116 (1986). “A motion to compel arbitration pursuant to the FAA is akin to the burden on summary judgment.” Thomas v. Progressive Leasing, Civ. No. 17-1249, 2017 WL 4805235, at (D.

Md. Oct. 25, 2017)(internal quotation marks omitted) (quoting Galloway v. Santander Consumer USA, Inc., 819 F.3d 79, 85 (4th Cir. 2016)). Therefore, the burden is on the moving party to demonstrate the absence of any genuine dispute of material fact, Adickes v. S.H. Kress & Co., 398 U.S. 144, 157 (1970), and that the movant is “entitled to judgment [compelling arbitration] as a matter of law.” Burrell v. 911 Restoration Franchise Inc., 2017 WL 5517383, at (D. Md. November 17, 2017) (citing Fed. R. Civ. P. 56(a)). Further, “there is, however, no public policy – federal or state – favoring arbitration.” Simmons v. Benson Hyundai, LLC, 2022 S.C. App. LEXIS 37, 22WL791174 quoting Palmetto Constr. Grp., LLC v. Restoration Specialists, LLC, 432 S.C. 633, 639, 856 S.E.2d 150, 153 (2021). “...A presumption against arbitration arises where the party resisting arbitration is a nonsignatory to the written agreement to arbitrate.” Wilson v. Willis, 426 S.C. 326 at 339, 827 S.E.2d 167 (2019)

Because Ms. Lovett maintained she had no actual agency/authority to act on behalf of Jo Eva Rice, argument was heard as to whether Ms. Lovett was the apparent agent of Jo Eva Rice and/or that Sonya Lovett is estopped from denying the Arbitration Agreement. However, for the reasons set forth hereinbelow, the Court does not find these arguments persuasive. This Court finds that a valid and enforceable contract or agreement to arbitrate does not exist.

### **I. No Apparent Agency/Authority**

Without actual agency, Defendants argue that Ms. Lovett had apparent authority/agency to enter into the Arbitration Agreement on behalf of Jo E. Rice. Apparent authority is based on “representations made by the principal to the third party and reliance by the third party on those representations”. Young v. S.C. Department of Disabilities and

Special Needs, 374 S.C. 360, 367, 649, S.E.2d 488, 491 (2007). Apparent authority exists when the principal is bound by the acts of its agent after the principal has placed the agent in such a position that a person of ordinary prudence, reasonably familiar with business, usages and custom, is led to believe the agent has certain authority and in turn, deals with the agent based on the assumption. Muller v. Myrtle Beach Golf and Yacht Club, 303 S.C. 137, 399 S.E.2d 430 (Ct. App. 1990), *rev'd on other grounds*.

South Carolina law requires that to prove apparent authority, the Defendants must show "... (1) that the purported principal consciously or impliedly represented another to be his agent; (2) that there was reliance upon the representation; and (3) that there was a change of position to the relying party's detriment." Cowburn v. Leventis, 366 S.C. 39, 619 S.E.2d 448 (Ct. App. 2005). The Defendant fails to prove those elements. The basis of apparent authority is representations made by the principal to the third party and reliance by the third party on those representations. Young v. S.C. Department of Disabilities and Special Needs, 374 S.C. 360, 367, 649 S.E.2d 488, 491 (2007). The proper focus in determining a claim of apparent authority is not on the relationship between the principal and the agent but that between the principal and the third party. Vereen v. Liberty Life Insurance, Company, 306 S.C. 423, 412 S.E.2d 425 (Ct. App. 1991). The burden of establishing agency is on the party asserting that a principal agency relationship exists.

In the present case, there is no evidence Jo Eva Rice represented to Defendants that Ms. Lovett had the authority to enter into the Arbitration Agreement on her behalf. There is no evidence that the facility asked Ms. Lovett if she held power of attorney, in fact the only evidence in this case is that she did not tell them that she held power of attorney for her mother Ms. Rice (Exhibit 1 Affidavit of Sonya Lovett). The Arbitration Agreement

does not state that she held power of attorney (Exhibit 2 Arbitration Agreement). Ms. Rice never signed any document or contract entitled “Arbitration Agreement”, nor did the Defendants present such evidence, nor any evidence of apparent agency. In addition, as noted in Hodge, when the Arbitration Agreement does not merge with the Admission Agreement, as in the present case, facility cannot show that they changed their position for the worse, as is required to invoke apparent agency.

The Defendants did not produce any Evidence to show Ms. Rice’s Daughter (Sonya Lovett) had the authority either expressed or implied, to bind her mother (or her estate) to the Arbitration Agreement. In fact, evidence produced by the Plaintiff shows the contrary. Affidavit of Sonya Lovett confirms she did not even make an affirmative representation of authority to bind her mother or her estate. Moreover, when the Arbitration Agreement does not merge with the Admission Agreement, as in this case, the facility cannot show it changed its position for the worse as required to establish apparent agency.

## **II. No Estoppel**

Defendants argue that even if Ms. Lovett lacked authority to sign the Arbitration Agreement, the Arbitration Agreement and Admission Agreement should be construed together, or merged, and Ms. Rice’s estate should therefore be estopped to deny the Arbitration Agreement’s enforceability. Defendants’ equitable estoppel argument is premised on its contention that the Admission Agreement and Arbitration Agreement merged. Therefore, finding a merger is required for the Court to reach the equitable estoppel argument. Hodge v. Unihealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018).

“Under South Carolina law, the general rule is that in the absence of anything indicating a contrary intention, where instruments are executed at

the same time, by the same parties, for the same purpose, in the course of the same transaction, the courts will consider and construe the documents together. The theory is that the instruments are effectively one instrument or contract.”

Coleman, 407 S.C. at 354, 755 S.E.2d at 454 (quoting Clutts Resort Realty, Inc. v. Down’ Round Dev., Corp., 232 S.E.2d 20, 24 (S.C. 1977)).<sup>1</sup> However, in Coleman the South Carolina Supreme Court found “by their own terms, the contracts between the parties indicated an intent that the common law doctrine of merger not apply.” Id. Evidence of the parties’ intent to keep the two agreements separate included language in the Admission Agreement that recognized the “separateness” of the two documents. The Court also found that the ability to disclaim the Arbitration Agreement within thirty (30) days but not the Admission Agreement “evidenced an intention that each contract remains separate.” Id. “Finally, the Court stressed that even if the language of the Admission Agreement created an ‘ambiguity as to merger, the law is clear that any ambiguity in such a clause is *construed* against drafter, in this case, [the Facility]’”. Thompson, 416 S.C. at 56-58, 784 S.E.2d at 687 (quoting Coleman, 755 at 455) (emphasis and alterations in original).

After Coleman, the South Carolina Court of Appeals considered additional cases discussing evidence of the intent to keep healthcare facility admission agreements and arbitration agreements separate. In Thompson, the Court discussed the fact that signing the arbitration agreement was not a pre-condition to admission to the facility as evidence of intent to keep the arbitration agreement and admission agreement separate. 784 S.E.2d at 685. In Hodge v. Unihealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018), the Court also noted the fact that the admission agreement and arbitration agreement were “separately paginated and each had its own signature page” as

additional evidence of the parties' intent to keep the agreements separate. 813 S.E.2d at 302. Here, there is no evidence that signing the Arbitration Agreement was a precondition to admission.

In this instance the Admission Agreement (Exhibit 3) is a separate document from the Arbitration Agreement, and by all standards the two have not been merged. The Admission Agreement is paginated as pages 1-12, and explicitly states page 1 of 12 and at the end states page 12 of 12. The Arbitration Agreement is not contained within those 12 pages. Furthermore, page 12 of 12 states that those 12 pages constitute the entire agreement for admission between the parties. The Arbitration Agreement alleged to be the binding Arbitration Agreement between the parties, is a separate and distinct document and is paginated as page 1 of 1. There are further distinctions between the two documents, including different termination clauses. The Admission Agreement states that the resident and/or his/her legal representative may terminate the agreement at any time, upon written notice to the facility. The Arbitration Agreement states that the agreement shall remain in effect for all care at the facility and shall survive termination or breach of this Arbitration Agreement or the Admission Agreement. The Court therefore finds that the Admission Agreement and Arbitration Agreement do not merge and therefore Defendant's contention of Estoppel fails.

### **III. Plaintiff is not Equitably Estopped from Opposing Arbitration.**

Ms. Rice did not sign the Arbitration Agreement or authorize anyone to sign for her. Yet, the Facility argues South Carolina Supreme Court precedent suggests Ms. Rice's estate is equitably estopped from opposing arbitration. (Wilson v. Willis, 426 S.C. 326, 827 S.E.2d 167 (2019)). However, the Facility does not even cite or attempt to apply the

elements of equitable estoppel imposed by South Carolina law.<sup>1</sup> Plus, Wilson actually refused to compel arbitration against a non-signatory, holding there is a presumption *against* forcing someone to arbitrate based on a contract she did not sign. 426 S.C. at 338, 827 S.E.2d at 173. Wilson even went on record to say equitable estoppel is rarely appropriate to force arbitration. Id. at 345, 827 S.E.2d at 177 (finding equitable estoppel “should be used sparingly”). Finally, the Facility cannot meet the “direct benefits” test considered in Wilson because Plaintiff is not attempting to enforce a contractual claim under the Admission Agreement and Plaintiff’s claims in no sense rely on the Arbitration Agreement’s terms, and the Facility’s argument to the contrary expressly links its estoppel claim to its fatally flawed merger argument.

The “direct benefits estoppel” discussed in Wilson could only apply if Plaintiff has “consistently maintained that other provisions of the same contract should be enforced to benefit” her. 426 S.C. at 340, 827 S.E.2d at 175 (quoting Pearson, 400 S.C. at 290, 733 S.E.2d at 601). In other words, the Facility’s burden is to show Plaintiff has “knowingly exploit[ed]” the Arbitration Agreement to her benefit. Wilson, 426 S.C. at 340, 827 S.E.2d at 175. The Facility makes no attempt to meet this burden and cannot do so. Plaintiff’s

<sup>1</sup> As Wilson recognized, whether a non-signatory may be bound to an arbitration contract is a state law issue. 426 S.C. at 348, 827 S.E.2d at 174 (citing Arthur Andersen LLP v. Carlisle, 556 U.S. 624, 630-31 n. 5 (2009)). Under South Carolina law, equitable estoppel requires proof that the party to be estopped (1) acted in a way amounting to a false representation; (2) intended that such conducted be acted on by the other party; and (3) had actual or constructive knowledge of the real facts. Strickland v. Strickland, 375 S.C. 76, 84, 650 S.E.2d 465, 470 (2007). The party asserting estoppel must (1) lack knowledge and the means of knowledge of the truth of the facts in question; (2) rely on the conduct of the party estopped; and (3) make a prejudicial change in position in reliance on conduct of the party to be estopped. Id. Wilson did not dismiss or eliminate this test for equitable estoppel but only found its application was an issue that had not been preserved for appellate review. The Facility argues Wilson concluded this test only applies to “non-arbitration cases.” Wilson, 426 S.C. at 340 n. 9, 827 S.E.2d at 175 n. 9. However, that could not have been Wilson’s meaning because applying different rules to arbitration and non-arbitration contracts would violate the U.S. Supreme Court’s equal-treatment principle. See Prima Paint Corp. v. Flood Conklin Mfg. Co., 388 U.S. 395, 404 n. 12 (1967) (finding intent of Federal Arbitration Act was “to make arbitration agreements as enforceable as other contracts, but not more so”).

claims do not cite or rely on the Arbitration Agreement. Instead, the Facility argues Plaintiff received direct benefit of the Admission Agreement and, therefore, should be estopped from denying the Arbitration Agreement.

But, this argument has two key flaws. First, Plaintiff has not obtained a “direct benefit” from the Admission Agreement as that term is used for estoppel purposes. Plaintiff does not allege a breach of contract claim based on the Admission Agreement or otherwise rely on that contract to seek liability against the Facility. The mere fact that Ms. Rice’s relationship with the Facility underlying Plaintiff’s claims was memorialized in the Admission Agreement is not sufficient for the Facility to invoke estoppel. Wilson, 426 S.C. at 343, 827 S.E.2d at 176 (“direct benefits estoppel is not implicated simply because a claim relates to or would not have arisen ‘but for’ a contract’s existence”). Second, this argument shows the Facility’s estoppel claim is wholly dependent on a merger argument it cannot prove. As discussed in the Argument above, there is no merger here because (1) the contracts were created for different purposes; and (2) there are many indications from the contracts’ language they were not intended to be construed as one.

Finally, this Court has previously rejected a nursing home’s attempt to use direct benefits estoppel to compel a non-signatory nursing home resident to arbitrate. Thompson, 416 S.C. at 58-59, 784 S.E.2d at 687-88; see also Hodge, 422 S.C. at 556-57, 813 S.E.2d at 299-300 (applying Thompson). After surveying Pearson and Fourth Circuit cases, Thompson refused to apply this form of estoppel because it generally requires proof of some benefit to the party opposing estoppel in “*the contract that includes the arbitration provision.*” 416 S.C. at 59, 784 S.E.2d at 688 (emphasis added). The Facility, therefore, cannot build an estoppel argument by citing supposed benefits Ms. Rice gained in the

Admission Agreement. Thompson also rejected any effort to argue Ms. Rice gained a “direct benefit” from the Arbitration Agreement. Id. at 60, 784 S.E.2d at 688 (“any possible benefit emanating from the [Arbitration Agreement alone is offset by the [Arbitration Agreement’s] requirement that Mother waive her right of access to the courts . . .”).

Therefore, Defendant’s contentions based on Equitable Estoppel fail in the case.

#### **IV. Adult Health Care Consent Act**

Any contention that the Adult Health Care Consent Act allows Ms. Lovett to consent is misplaced. The Act only applies if Ms. Rice was “unable to consent,” a term defined by the Act as limited to a person who cannot (1) appreciate the nature and implications of both her condition and proposed interventions; (2) form a reasoned decision concerning proposed treatment courses; or (3) communicate her decisions in an unambiguous manner. S.C. Code Ann. § 44-66-20(8). The Facility’s merger argument could only be relevant to this Motion if Ms. Lovett had authority under the Act. Unless Ms. Rice is proven to be “unable” to consent as defined above, the Act would not apply even to the Admission Agreement, and the merger argument would fail at its initial hurdle. Hodge, 422 S.C. at 574, 813 S.E.2d at 308. Defendant offered no evidence that Ms. Rice was unable consent. Therefore, any efforts to bootstrap itself into a claim of estoppel is not aided by any contention pursuant to this Act.

#### **V. Failure to Establish Foundation and Authenticity**

Furthermore, Defendants have the duty to authenticate and lay the foundation for the documents. Such a requirement applies to motions to compel arbitration as well. Berry v. Spang, 433 S.C. 1; 855 S.E.2d 309 (S.C. App. 2021). As the Berry Court noted, “A party offering evidence must meet ‘the requirement of authentication...as a condition precedent

to admissibility.” Id. citing Deep Keel, LLC v. Atl. Private Equity Grp., LLC, 413 S.C. 58, 64, 773 S.E.2d 607, 610 (Ct. App. 2015)(quoting Rule 901(a), SCRE). While the burden to authenticate is not high, it still, nonetheless, exists and requires that the proponent offer a satisfactory foundation from which it could be reasonably found that the evidence is authentic. Id.

Unlike the moving party in Berry, Defendants have failed to provide any testimony, affidavit, or other foundation for the Admission Agreement and Arbitration Agreement and failed to authenticate same. As a result, Defendants failed to comply with the authentication/foundation requirements to establish that an enforceable arbitration agreement and/or admission agreement was signed and executed. As a result, and as an additional sustaining ground, the Defendants’ Motion is denied.

**V. The Arbitration Agreement is not enforceable as to Wrongful Death Beneficiaries**

Like the spouse in Hodge, Wrongful Death Beneficiaries in the present case have claims as a result of Ms. Rice’s injuries. Hodge v. Unihealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018). However, the agreement by its very own terms required that the Defendants have Ms. Rice sign the Arbitration Agreement, p. 7. This section of the Arbitration Agreement required that if the resident was competent, then the resident was required to sign same. However, despite the fact that Ms. Rice was competent, the Defendants failed to have her sign the Arbitration Agreement. Despite knowing the requirement to have Ms. Rice sign the Arbitration Agreement and the knowledge that she was competent, the Defendants instead had Ms. Lovett who had no authority, sign the Arbitration Agreement on Ms. Rice’s behalf. Because Ms. Rice was required to sign the Arbitration Agreement in the first place for it to

be enforceable, no arbitration agreement could have existed as to Ms. Lovett as the terms of the Agreement required Ms. Rice, not Ms. Lovett, to sign.

Additionally, the explicit language in the Arbitration Agreement indicates that the Agreement is between Jo Eva Rice or “Durable Power of Attorney for Healthcare”/”Resident’s Legal Guardian”/”Resident’s Responsible Party” (hereinafter collectively “Representative”). The signature line does not reflect that Ms. Lovett was signing on behalf of herself individually for her own claims, or that of any Wrongful Death Beneficiaries. Furthermore, in the Arbitration Agreement the paragraph above the signature line, the Arbitration Agreements states, “Resident/Representative Signature”. As a result, the Arbitration Agreement is explicitly clear that Ms. Lovett was not attempting to sign on the behalf Herself. Any contention that the Wrongful Death beneficiaries would fail, even if the remainder of the Arbitration Agreement was found to be enforceable, which this Court finds that it is not.

**THI of South Carolina at Magnolia Place – Spartanburg a/k/a Physical Rehab and  
Wellness of Spartanburg**

For the reasons stated above, the Defendant’s Motion to Dismiss and/or Compel Arbitration is denied.

**Defendants Fundamental Clinical and Operational Services, LLC;**

**and**

**Fundamental Administrative Services, LLC**

Because Defendant's Motion to Compel Arbitration have been denied, the Defendants Fundamental Clinical and Operational Services, LLC, and Fundamental Administrative Services, LLC's Motions to Stay Motions to Stay, are as a result denied as these issues are now moot.

IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
The Honorable J. Derham Cole  
Circuit Court Judge



Spartanburg Common Pleas

**Case Caption:** Sonya Lovett , plaintiff, et al VS Fundamental Clinical And  
Operational Services, Llc , defendant, et al  
**Case Number:** 2021CP4203701  
**Type:** Order/Other

IT IS SO ORDERED!

s/J. Derham Cole 2053