STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SUMTER	)	C.A. No.: 2022-CP-43-00355
	)	
Stanley Dale Floyd and Stephanie Floyd,	)	
	)	
Plaintiff,	)	**ORDER**
	)	
v.	)	
	)	
SSC Sumter East Operating Company, LLC d/b/a Sumter East Health and Rehab Center, SSC Equity Holdings, LLC, SavaSeniorCare, LLC, SavaSeniorCare Administrative and Consulting, LLC, SavaSeniorCare Consulting, LLC, SMV Sumter East, LLC, and Natasha Nadkarni,	)	
	)	
Defendant(s).	)	
	)	

These matters came before the Court on September 7, 2022 on:

1) Defendants SSC Sumter East Operating Company, LLC d/b/a Sumter East Health and Rehab Center and Natasha Nadkarni's Motion to Compel Arbitration;
2) Defendants SSC Equity Holdings, LLC, SavaSeniorCare, SavaSeniorCare Administrative and Consulting, LLC, SavaSeniorCare Consulting, LLC, and SMV Sumter East, LLC's Motion to Stay; and
3) Plaintiff's Motion to Compel discovery.

Present for the Defendants was Russell Hines of Clement Rivers, LLP and Matthew Christian of Christian & Christian, LLC for the Plaintiffs. With consent of all parties and at the direction of the Court, the hearing was held via WebEx.

After considering all evidence of record, memoranda, exhibits, and arguments present by counsel for the parties, the Court hereby denies Defendants SSC Sumter East Operating Company, LLC d/b/a Sumter East Health and Rehab Center and Natasha Nadkarni's Motion to Compel Arbitration and Defendants SSC Equity Holdings, LLC, SavaSeniorCare, SavaSeniorCare Administrative and Consulting, LLC, SavaSeniorCare Consulting, LLC, and SMV Sumter East, LLC's Motion to Stay and grants Plaintiff's Motion to Compel discovery.

PROCEDURAL BACKGROUND

On December 7, 2021, Plaintiffs 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. Plaintiffs have 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, and loss of consortium for Plaintiff Stanley Dale Floyd's spouse, Stephanie Floyd. Accordingly, Plaintiff filed the Summons and Complaint on March 4, 2022 and subsequently served all Defendants. Defendants subsequently and timely filed their Answers. Thereafter, when Defendants' discovery responses were not provided timely, Plaintiff filed the Motion to Compel on August 3, 2022. Additionally, shortly after Plaintiffs filed the Motion to Compel, Defendants filed the Motion to Compel Arbitration and Motions to Stay on August 4, 2022.

FACTUAL BACKGROUND

On or about May 6, 2019, Stanley Dale Floyd (hereinafter "Dale Floyd") was admitted to SSC Sumter East Operating Company, LLC d/b/a Sumter East Health and

Rehab Center (hereinafter "Facility") for short-term rehabilitation after undergoing surgery on his left arm for a ruptured bicep tendon with abscess as the result of a work injury. Complaint. Near the time of admission while Dale Floyd was being transported by ambulance from the hospital to Facility, Stephanie Floyd (hereinafter "Spouse") was presented with numerous documents to be signed and executed on behalf of Dale Floyd. Affidavit of Spouse. At the time of signing the documents, Spouse had no conservatorship, guardianship, and/or power of attorney to provide authority to act on behalf of Dale Floyd. Furthermore, there is no evidence that Dale Floyd was not competent or not able to sign any documents on his own behalf.

That further, Plaintiff Dale Floyd alleges that during his admission to Facility, that the Facility failed to provide adequate care and treatment to his arm resulting in significant infection, multiple surgeries, and loss of use of his limb and inability to work further. Complaint. Dale Floyd was discharged from the Facility on May 13, 2019 whereupon he returned to the hospital for treatment for his injuries. Complaint. That further, Plaintiffs have alleged claims against Facility Co-Defendants for underfunding and understaffing the Facility. Defendants allege that the documents signed by Spouse while Dale Floyd was in transport to the Facility included an Arbitration Agreement and a Resident Admission Agreement (hereinafter "Admission Agreement"). It is based upon these documents which Defendants pursue the above-referenced motions.

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, irrevocable, 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 *2 (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 *3 (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 Spouse maintained no actual agency/authority to act on behalf of Dale Floyd, argument was heard as to whether Spouse was the apparent agent of Dale Floyd and/or that Dale Floyd is estopped from denying the Arbitration Agreement. However, for the reasons set forth hereinbelow, the Court does not find these arguments persuasive.

I. No Apparent Agency/Authority

Without actual agency, Defendants argue that Spouse had apparent authority/agency to enter into the Arbitration Agreement on behalf of Dale Floyd. Defendants Facility and Nadkarni Memorandum of Law in Support, pp. 10 and 21. 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 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 Dale Floyd represented to Defendants that Spouse had the authority to enter into the Arbitration Agreement on his behalf. In fact, the evidence is to the opposite. Affidavits of Spouse and Dale Floyd. Dale Floyd was not present when the Spouse signed the Arbitration Agreement as he was in an ambulance being transported to the Facility. Affidavit of Spouse. Dale Floyd was never aware that the Spouse had signed the Arbitration Agreement. Affidavits of Spouse and Dale Floyd. Dale Floyd never authorized Spouse to sign such contract or agreement, and Defendants failed to follow the agreement's own requirements to have Dale Floyd sign.

Spouse made no verbal representation that she had any authority to bind her husband. Moreover, as noted in Hodge, when the Arbitration Agreement does not merge with the Admission Agreement, as in the present case, Facility/Nadkarni cannot show that they changed their position for the worse as required to prove apparent agency. Therefore, Defendants cannot argue that any apparent authority/agency or ratification existed for Spouse to sign the Arbitration Agreement on Dale Floyd's behalf.

II. No Estoppel

Defendants argue that even if Spouse lacked authority to sign the Arbitration Agreement, the Arbitration Agreement and Admission Agreement should be construed together, or merged, and Dale Floyd should therefore be estopped to deny the Arbitration Agreement's enforceability. Facility and Natasha Nadkarni's Memorandum of Law in Support of their Motion to Compel Arbitration, pp. 10-11. Facility and Nadkarni's 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)).[1] 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

[1] It should be noted that the only complete Admission Agreement contained within the submissions of Defendants was a form Admission Agreement which was not signed by the Plaintiff and which redacted the names of the facility and resident for which it would have applied. Further, the only other documents submitted in furtherance of an admission agreement included a single signature page signed by Spouse which Defendants allege was the last page of the Admission Agreement, but it did not contain the preceding pages of the signed Admission Agreement.

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.

Other than the date on the submitted documents, Defendants provided no evidence as to the timing of the execution of the documents nor foundations for same. However, even if the documents were executed at the same time, by the same parties, for the same purpose, and in the same course of transaction, a contrary intention exists in the present case reflecting that the documents did not merge. Much of the same evidence of the contrary intent which the courts discussed in Coleman, Thompson, and Hodge exist in the present case.

The Arbitration Agreement explicitly reflects that it is voluntary and it is undisputed that the Arbitration Agreement was not required for admission to Facility. In fact, the agreement specifically states that it is "voluntary." Arbitration Agreement, p. 1. Additionally, the Arbitration Agreement and Admission Agreement contain separate signature pages and were separately paginated. The definition of "parties" to the Arbitration Agreement differs from the identification of the "parties bound" to the Admission Agreement. Arbitration Agreement, p. 2; Admission Agreement p. 9.

Assuming *arguendo* that the redacted, unsigned form admission agreement submitted by Defendants is the same as the Admission Agreement signed by Spouse, the pages preceding the signature page of the Admission Agreement contain additional distinctions from the Arbitration Agreement. In fact, the Admission Agreement states that it is the entire agreement and supersedes all other agreements. Admission Agreement, p. 8. Furthermore, the Admission Agreement provides the way in which it may be amended, while the Arbitration Agreement does not provide for such process. Admission Agreement, p. 8. The Admission Agreement provides that the parties may mutually agree to terminate the agreement at any time whereas the Arbitration Agreement could be revoked within thirty (30) days of signature. Admission Agreement, p. 1; Arbitration Agreement, p. 1. Additionally, the Arbitration Agreement provides that it "constitutes the entire agreement of the parties…with respect to the program is a complete and final integration thereof." Arbitration Agreement, p. 6. The Admission Agreement defines "agreement" to be only the Admission Agreement itself and the Arbitration Agreement is not listed in the definition. Admission Agreement, p. 1. Therefore, the overwhelming evidence provides that the agreements were intended to be kept separate.

As a result, to the extent Defendants rely upon the "entirety" clause in the Admission Agreement incorporating all "exhibits," it must be construed against Defendants and Facility/Nadkarni to the extent that statement creates ambiguity. Thompson, 784 S.E.2d at 685 (citing Coleman, 755 S.E.2d at 455-56 (holding any ambiguity in the patient's admission agreement as to its merger with the arbitration agreement was to be construed against the healthcare facility)).

Because the agreements did not merge, Defendants' position for estoppel fails. However, even if one were to assume the documents did merge, Defendants still cannot meet their burden to prove estoppel should apply because he is not suing for claims arising under a contract for which he received any benefit. Because Dale Floyd received no benefit from the Arbitration Agreement, equitable estoppel would only apply if the documents merged, which they did not. The only agreement from which Defendants could even argue that Dale Floyd received a benefit was the Admission Agreement because he was admitted to the facility as a result of it. However, because the facility allegedly caused serious injuries and damages to Dale Floyd, he did not even benefit from being admitted. Hodge v. Unihealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018). As the Court further noted in Hodge, even if the Admission Agreement and Arbitration Agreement merge, because Dale Floyd is not suing for a breach of the Admission Agreement, he is not attempting to enforce that agreement and therefore, is not suing under that agreement in order to be estopped from denying his lack of signature to deny the enforceability of the Arbitration Agreement.

Dale Floyd's claims rely on general tort duties owed by Facility/Defendants, not on any provision of the Admission Agreement. Weaver v. Brookdale Senior Living, Inc., 431 S.C. 223, 847 S.E.2d 268 (Ct. App. 2020); Hodge v. Unihealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018). Dale Floyd is not trying to procure any direct benefit from the Admission Agreement while attempting to avoid any arbitration provisions contained therein. Id. As a result, not only did the agreements not merge, but Plaintiffs are not suing under the Admission Agreement or Arbitration

Agreement and rather, the claims arise out of the independent tort duty of the provider/patient relationship.

III. Failure to Establish Foundation and Authenticity

Defendants have the burden to prove the existence of an enforceable, valid arbitration agreement. In doing so, Defendants must prove that an enforceable arbitration agreement existed in the first place. Further, in support of Defendants' position, they have submitted multiple agreements and attachments therewith for the Admission Agreement and the Arbitration Agreement. Facility and Natasha Nadkarni submit these documents as attachments to their Memorandum in Support of their Motion to Compel Arbitration. As previously noted, the complete Admission Agreement attached is simply an unsigned form agreement with the name of the facility and resident redacted. No additional evidence was offered to corroborate that this was the exact same Admission Agreement allegedly signed by Spouse.

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, Facility and Natasha Nadkarni 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, Facility and Natasha Nadkarni 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.

IV. The Arbitration Agreement is not enforceable as to Spouse.

Like the spouse in Hodge, Spouse in the present action has claims as a result of Dale Floyd'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 Facility have Dale Floyd sign the Arbitration Agreement. 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 Dale Floyd was competent, Facility failed to have him sign the Arbitration Agreement. Despite knowing the requirement to have Dale Floyd sign the Arbitration Agreement and the knowledge that he was competent, Facility/Natasha Nadkarni instead had Spouse, who had no authority, sign the Arbitration Agreement on Dale Floyd's behalf. Because Dale Floyd was required to sign the Arbitration Agreement in the first place for it to be enforceable, no arbitration agreement could have existed as to Spouse as the terms of the Agreement required Dale Floyd, not Spouse, to sign.

Additionally, the explicit language of the signature page of the Arbitration Agreement provides that Spouse was signing on behalf of Dale Floyd. Spouse was not signing in her individual capacity but rather signing on behalf of Dale Floyd. In fact, under

Spouse's signature on page 9 of the Arbitration Agreement, it specifically states "signature of legal representative or family member". The signature line does not reflect that she was signing on behalf of herself individually for her own claims. Furthermore, in the paragraph above the signature line, the Arbitration Agreements states, "I am the spouse, responsible party, legal guardian, or power of attorney of the resident and have the authority to sign the agreement on his/her behalf." As a result, the Arbitration Agreement is explicitly clear that Spouse was attempting to sign on behalf of Dale Floyd, not herself for her loss of consortium claim.

Nonetheless, to the extent there is any ambiguity or other language reflecting that Spouse was signing in her individual capacity on behalf of herself for any claims that she may have for her husband, an ambiguity is created due to the language reflected hereinabove and under the signature line reflecting that Spouse was signing as "legal representative or family member." Any ambiguity must be construed against the drafting party, in this case, Facility and Natasha Nadkarni. Therefore, Spouse was not waiving her right to a jury trial and agreeing to pursue her individual claim for loss of consortium in arbitration.

Furthermore, even if spouse had waived her constitutional right to a jury trial by signing the Arbitration Agreement, there was no consideration for same. It is a basic tenet of South Carolina law that there must be mutual consideration for the agreement. Spouse would have received no benefit from the Arbitration Agreement. She was not receiving any care or treatment by the Facility and no consideration was provided for the Arbitration Agreement. As a result, for these reasons and the reasons included hereinabove reflecting that Facility/Natasha Nadkarni failed to establish the appropriate foundation and

authentication of the documents, the Arbitration Agreement is unenforceable as to Spouse's loss of consortium claims.

V. No Targeted Discovery

Defendants contend that they should be permitted to conduct targeted discovery as to the issues raised by their Motions to Compel Arbitration and Motions to Stay. Specifically, Defendants wish to conduct discovery as to factual issues necessary to prove their claims for agency and estoppel. Defendants Facility/Nadkarni's Memorandum in Support of Motion to Compel Arbitration, pp. 20-21.

The Court of Appeals addressed the same issue in Hodge, 422 S.C. 544 at 575; 813 S.E.2d 292 at 309. In Hodge, the Court found the trial court did not abuse its discretion in denying the Defendants additional discovery as to the same and/or similar issues. Id. The trial court in Hodge noted, "Because the facts material to the Court's decision are not contested, and because the parties submitted, without objection, all documents that they wished the Court to consider, the Court concludes the deposition of [Husband] would not provide any additional material facts that would be helpful to the Court in reaching its decision." Id. at 576. In the present case, the facts necessary to this Court's decision are not contested. Additionally, the parties have submitted all of the documents they wish the Court to consider, and Defendants have never requested the opportunity for any discovery from this Court prior to their decision to move to compel arbitration. It should further be noted that it is highly likely that the Affidavits of Dale Floyd and Spouse may bolster the Court's decision but were not necessary to the Court's decision in denying the Defendants' Motion to Compel Arbitration.

Further, as the Court in Hodge noted, the Arbitration Agreement in this case is not a prerequisite to admission, and the Arbitration Agreement and the Admission Agreement in this case did not merge. Accordingly, the signing of the Arbitration Agreement was not a healthcare decision. Id. at 578. Further, "the authority conveyed by principal to an agent to handle finances or make healthcare decisions does not encompass executing an agreement to resolve claims by arbitration, thereby, waiving the principal's right of access to the courts and to a jury trial." Id. at 578 quoting Thompson, 416 S.C. at 55, 784 S.E.2d at 686. As a result, such additional facts are unlikely to have any bearing on the Court's decision and determination. Because the parties have already had the opportunity to submit all of the documents they wish to provide to the Court, Defendants had never previously requested discovery from this Court, and further, because any additional facts discovered are unlikely to have any bearing on this Court's decision, Defendants' request for additional discovery is denied.

Defendants SSC Equity Holdings, LLC, SavaSeniorCare, SavaSeniorCare Administrative and Consulting, LLC, SavaSeniorCare Consulting, LLC, and SMV Sumter East, LLC's Motions to Stay

Because Defendants' Motion to Compel Arbitration have been denied, Defendants SSC Equity Holdings, LLC, SavaSeniorCare, SavaSeniorCare Administrative and Consulting, LLC, SavaSeniorCare Consulting, LLC, and SMV Sumter East, LLC's Motions to Stay are as a result denied as these issues are now moot.

Plaintiffs' Motion to Compel Discovery

Plaintiffs have filed a Motion to Compel discovery as to all Defendants. Plaintiffs had previously served their First Interrogatories and First Requests for Production upon the Defendants, and those responses were collectively due no later than April 30, 2022.

Defendants have failed to file any response to the discovery requests until filing the Motion to Compel Arbitration and Motions to Stay.

Given that the Court has denied the Defendants' Motion to Compel Arbitration and Motions to Stay, the Court finds that Defendants shall provide full and complete responses to Plaintiff's First Interrogatories and First Requests for Production within sixty (60) days of the date of the hearing unless Defendants otherwise timely file and appeal on the denial of their Motions to Compel Arbitration and Motions to Stay.

IT IS SO ORDERED.

Date: _____

_____
The Honorable Benjamin H. Culbertson
Circuit Court Judge

Sumter Common Pleas

Case Caption: Stanley Dale Floyd , plaintiff, et al VS Ssc Sumter East Operating Company, Llc , defendant, et al

Case Number: 2022CP4300355

Type: Order/Other

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148