

FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF Spartanburg  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP4201163

Timothy Hutley, Guardian For Jane Doe  
PLAINTIFF(S)

Thi Of South Carolina At Magnolia Manor Inman, Llc et al  
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

This matter was before the Court on Wednesday, March 1, 2023, at 9:30 a.m. upon the Defendants' Motion to Compel Arbitration and Motions to Stay filed with the Court on January 17, 2023. Present representing the Plaintiffs was Charles Daniel Pruitt, Esq. Russell G. Hines, Esq. was present representing the Defendants. This hearing was conducted via Judge Knie's Virtual Courtroom and recorded by the WebEx record function by consent. In this matter, Jane Doe, a Medicare recipient, was admitted to Magnolia Manor Inman on August 22, 2018. Plaintiffs contend that while a resident, Ms. Doe experienced a violent attack with resulting injury and other circumstances that deviated from the accepted standard of care on or around September 8, 2018. (See Below)

ORDER INFORMATION

This order  ends  does not end the case.  See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/21/2023 .

Murray Forman  
Thi Of South Carolina At Inman  
Kathy Scroggs

RECEIVED  
Oct 13 2023  
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Plaintiffs oppose the Motions. Plaintiffs argue as follows: That the purported agreement is invalid and unenforceable because Timothy Hutley lacked authority, either express or implied, to waive Jane Doe's right to jury trial and to enter the purported agreement for binding arbitration. There is no evidence Timothy Hutley had authority to bind Jane Doe as of the time he signed the purported arbitration agreement. The arbitration agreement was not valid because Jane Doe did not sign it. It is undisputed that Jane Doe was a recipient of Medicare at the time of her admission and throughout her stay at the Facility and the Facility was billing and accepting payment from Medicare for Jane Doe's care. As such, the purported agreement for binding arbitration which the Facility mandated that Hutley sign is not valid or enforceable because by its terms it violates federal law. It is well settled that to be valid and enforceable, a contract must be supported by valuable consideration. By requiring Hutley to sign the document attempting to require waiver of the right to jury trial as a condition of admission, Defendants were requiring and accepting consideration in addition to Medicare payments. Therefore, the arbitration agreement in question is not valid or enforceable. There was no meeting of the minds as the arbitration agreement is overly vague. Plaintiffs argue that the Court should deny Defendants' Motions.

Defendants argue that in conjunction with Jane Doe's admission to the Facility, Ms. Doe's son, Timothy Hutley, as GAL for Jane Doe and on behalf of Ms. Doe, executed an arbitration agreement that is enforceable or alternatively, that Plaintiffs should be estopped to deny the enforceability of that which covers the entirety of Plaintiffs' claims against the Facility. The Defendants request that the Court stay the pending action and compel this matter to arbitration.

The applicable law is as follows: Coleman v. Mariner Health Care, Inc., 407 S.C. 346, 350, 755 S.E.2d 450, 452 (2014), Thompson v. Pruitt Corp., 416 S.C. 43, 784 S.E.2d 769 (Ct. App. 2016), and Hodge v. UniHealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018). Based upon the Court's review of the record, the arguments of Counsel, and the applicable law, the Court is respectfully denying Defendants' Motion to Compel Arbitration and Motions to Stay filed with the Court on January 17, 2023. The Court is requesting that Counsel for Plaintiffs draft an expanded detailed Order within 10 days for the Court's review and approval.



Spartanburg Common Pleas

**Case Caption:** Timothy Hutley, Guardian For Jane Doe VS Thi Of South Carolina  
At Magnolia Manor Inman, Llc , defendant, et al  
**Case Number:** 2022CP4201163  
**Type:** Order/Electronic Form 4

IT IS SO ORDERED.

S/GRACE GILCHRIST KNIE - 2760