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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

Appeal from Spartanburg County
Court of Common Pleas

J. Mark Hayes, II, Circuit Court Judge

Case No. 2018-CP-42-03447
Court of Appeals Case No. 2020-001107
Supreme Court Case No. 2023-001605

Estate of Barbara Owens,
by and through her Personal Representative, Mary Jane McCraw,
Individually and on behalf of Statutory Beneficiaries,

Respondent,

v.

Fundamental Clinical and Operational Services, LLC;
Fundamental Administrative Services, LLC;
THI of South Carolina, LLC;
THI of South Carolina at Spartanburg, LLC
d/b/a Magnolia Manor-Spartanburg,

Petitioners.

REPLY TO PETITION FOR A WRIT OF CERTIORARI

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In further support of their petition for a writ of certiorari, Petitioners make the following points in reply to Plaintiff's return thereto.[1]

ARGUMENT IN REPLY

1. The Court of Appeals itself did not rely on its decision *Solesbee*[2] in the Subject Opinion, and in any event, most respectfully, the *Solesbee* Court's merger analysis is erroneous and should not control the disposition of this matter.

In asserting that Petitioners ignore *Solesbee* entirely,[3] Plaintiff ignores the fact that the Court of Appeals itself makes no reference to *Solesbee* in the Subject Opinion. *See generally Solesbee*, 438 S.C. 638, 885 S.E. 2d 144. Petitioners do not ignore *Solesbee*, they simply focus their attention on the reasoning actually employed by the Court of Appeals in the decision they now ask this Court to review. And in any event, most respectfully, the *Solesbee* Court's merger analysis is erroneous and should not control the disposition of this matter.

Admittedly the *Solesbee* Court affirmed the denial of a motion to compel arbitration in the face of a merger/equitable estoppel argument substantially the same as the present. Indeed, the Arbitration Agreement and Admission Agreement at issue in the instant case are the same form documents as in *Solesbee*. Likening the case to *Coleman*[4] and *Hodge*[5], the *Solesbee* Court found that the circuit court had

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[1] Shorthand references already defined in Petitioners' petition are continued in this reply (e.g., the "Facility" refers to Defendant/Appellant/Petitioner THI of South Carolina at Spartanburg, LLC d/b/a Magnolia Manor-Spartanburg; the "Other Defendants" refers to Defendants/Appellants/Petitioners Fundamental Clinical and Operational Services, LLC; Fundamental Administrative Services, LLC; and THI of South Carolina, LLC, collectively; "Petitioners" refers to the Facility and the Other Defendants, collectively; and "Plaintiff" refers to Plaintiff/Respondent, Estate of Barbara Owens ("Ms. Owens"), by and through her Personal Representative, Mary Jane McCraw ("Ms. McCraw"), Individually and on behalf of Statutory Beneficiaries).

[2] *Solesbee v. Fundamental Clinical and Operational Services, LLC*, 438 S.C. 638, 885 S.E. 2d 144 (Ct. App. 2023).

[3] (Return p. 4.)

[4] *Coleman v. Mariner Health Care, Inc.*, 407 S.C. 346, 755 S.E.2d 450 (2014).

[5] *Hodge v. UniHealth Post-Acute Care of Bamberg, LLC*, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018).

correctly determined that there was no merger of the Admission Agreement and the Arbitration Agreement and, in turn, had properly denied the facility's equitable estoppel argument. *Solesbee*, 438 S.C. at 649, 885 S.E. 2d at 149 ("Thus, like the *Coleman* and *Hodge* courts, we find there was no merger in this case and [the facility's] equitable estoppel argument was properly denied.").)[6] Although, again, the Court of Appeals did not rely on *Solesbee* in the instant case, the *Solesbee* Court's merger analysis is erroneous and should not control the disposition of this matter.[7]

First, the *Solesbee* Court erroneously found against merger on the basis that "the Admission Agreement provides it is governed by South Carolina law, and the Arbitration Agreement provides it is governed by federal law." *Solesbee*, 438 S.C. at 648, 885 S.E. 2d at 149. It is just not true that "the Admission Agreement provides it is governed by South Carolina law, and the Arbitration Agreement provides it is governed by federal law."

Regarding governing law, what the Admission Agreement actually states is this: "This Agreement will be governed by and construed in accordance with applicable Federal regulations and those laws of the State in which the Facility is located." (R. p. 366.) And what the Arbitration Agreement actually states is this:

> The parties acknowledge and agree that, because the services and reimbursement thereof effects a transaction that involves interstate commerce, the enforcement of this Arbitration Agreement is not subject to the South Carolina Uniform Arbitration Act and shall be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any contrary provision of this Agreement or contrary state law.

(R. p. 280.)

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[6] To be clear, the *Solesbee* Court's decision turned on its affirmance of the circuit court's ruling against *merger* of the Arbitration Agreement and the Admission Agreement. Consequently, the *Solesbee* Court did not address the substance of the *equitable estoppel* prong of the merger/estoppel argument.

[7] In this regard, it should also be noted that cert is still pending before this Court in *Solesbee*.

As explained Petitioners' petition, the FAA applies whenever an arbitration agreement involves interstate commerce[8]—and this is so even where an arbitration clause is included in a single instrument that is otherwise governed by South Carolina law. *See Southland Corp. v. Keating*, 465 U.S. 1, 12 (1984) (The FAA "create[d] a body of federal substantive law," which is "applicable in state and federal courts."); *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 445–46 (2006) ("[A]s a matter of substantive federal arbitration law, an arbitration provision is severable from the remainder of the contract."). Moreover, even under the FAA, the general state law of contracts continues to apply. *Allied-Bruce Terminix Cos., Inc. v. Dobson*, 513 U.S. 265, 281 (1995) ("States may regulate contracts, including arbitration clauses, under general contract law principles and they may invalidate an arbitration clause 'upon such grounds as exist at law or in equity for the revocation of any contract.' What States may not do is decide that a contract is fair enough to enforce all its basic terms (price, service, credit), but not fair enough to enforce its arbitration clause. The Act makes *any* such state policy unlawful, for that kind of policy would place arbitration clauses on an unequal 'footing,' directly contrary to the Act's language and Congress' intent.") (emphasis added) (internal citations omitted). Further still, the Arbitration Agreement expressly calls for the arbitration proceedings to be conducted pursuant to the South Carolina ADR Rules. (R. p. 280.)

Essentially, the provisions of the Admission Agreement and the Arbitration Agreement regarding governing law are to the effect that South Carolina law applies except where displaced by federal law, and in any event, they do not support a reasonable inference of any intent contrary to merger—because, again, the applicability of the FAA to an agreement to arbitrate with respect to a transaction involving interstate

[8] The FAA applies "to any arbitration agreement regarding a transaction that in fact involves interstate commerce, regardless of whether or not the parties contemplated an interstate transaction." *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 538, 542 S.E.2d 360, 363 (2001).

commerce is the same even where the agreement to arbitrate is in the form of an arbitration provision in a single instrument, i.e., even where there is no question of merger at all.

Second, the *Solesbee* Court erroneously found against merger on the basis that "[t]he Arbitration Agreement recognized the two documents were separate, stating the Arbitration Agreement 'shall survive any termination or breach of this Agreement or the Admission Agreement.'" *Solesbee*, 438 S.C. at 648–49, 885 S.E. 2d at 149. This provides no reasonable inference of an intent contrary to merger. Unlike in *Coleman* and *Hodge*, the supposed textual recognition of the Admission Agreement as being separate from the Arbitration Agreement is not included in any "Entire Agreement" provision. Rather, the "Entire Agreement" provision of the Admission Agreement expressly states, "other Admissions materials . . . are made a part of this Agreement by reference." (R. p. 368.) And as in the instant case, the Arbitration Agreement that was signed in conjunction with the admission is clearly among these "other Admissions materials." *See Stott v. White Oak Manor, Inc.*, 426 S.C. 568, 571–72, 828 S.E.2d 82, 84 (Ct. App. 2019) ("The same day as Decedent's admission to White Oak, Stott, acting as Decedent's authorized representative, signed White Oak's *admission documentation—including the Arbitration Agreement*.") (emphasis added) (internal footnote omitted); *Hodge*, 422 S.C. at 550, 813 S.E.2d at 295 ("Her husband . . . executed various documents *related to her admission*, including an *Arbitration Agreement* and an *Admission Agreement*.") (emphasis added)).[9]

[9] To be clear, it is not that the holding of either *Stott* or *Hodge* established a legal standard for what counts as admission paperwork, but rather the very fact that the language that the Court of Appeals used in discussing the facts of the cases so readily made the natural and logical connection between arbitration agreements signed in conjunction with admission and "admission documentation" / "documents related to . . . admission" illustrates that, in its plain, ordinary, and popular sense, "Admissions materials" plainly includes the Arbitration Agreement. *See Beaufort Cnty. Sch. Dist. v. United Nat'l Ins. Co.*, 392 S.C. 506, 516, 709 S.E.2d 85, 90 (Ct. App. 2011) ("If the contract's language is clear and unambiguous, the language alone, understood in its plain, ordinary, and popular sense, determines the contract's force and effect."). Moreover, this connection between the Admission Agreement and the Arbitration Agreement (with the Arbitration Agreement being understood in the plain, ordinary, and popular sense as included in the term "Admissions materials) is underscored by the *Coleman* Court's recognition that an admission

Moreover, that the Arbitration Agreement "shall survive any termination or breach of this Agreement or the Admission Agreement" just means that any claims relating to/arising out of the Admission Agreement would still have to be arbitrated even if they are not asserted until after termination of the Admission Agreement. In other words, the Arbitration Agreement is still connected to the Admission Agreement even after the termination of the Admission Agreement. This is simply how arbitration agreements work—and, again, would be so even were the agreement to arbitrate in the form of a clause included within a single instrument. *See Hooters of America, Inc. v. Phillips*, 39 F. Supp. 2d 582, 612–13 (D.S.C. 1998) ("Under South Carolina arbitration law, the duty to arbitrate under an arbitration clause in a contract survives termination of the contract.").

Third, the *Solesbee* Court erroneously found against merger on the basis that "[t]he Arbitration Agreement is silent as to whether it could be revoked, but the Admission Agreement provides, 'Resident and/or his/her legal representative may terminate this Agreement at any time, upon written notice to Facility.'" *Solesbee*, 438 S.C. at 649, 885 S.E. 2d at 149. This provides no reasonable inference of an intent contrary to merger. In fact, the absence of a "revocation" provision is one way in which the Arbitration Agreement is materially different from those at issue in *Coleman* and *Hodge*, and, for that matter, *Thompson*[10], all of which cases involved arbitration agreements that included a provision allowing them to be disclaimed or revoked within 30 days of signing while the corresponding admission agreements did not.

Moreover, the *Solesbee* Court drew a false equivalency between the concept of "revocation" and that of "termination." A "revocation" is an annulment (i.e., to make something a nullity),[11] whereas

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agreement and arbitration agreement signed in conjunction with resident's admission to a nursing facility are indeed "executed at the same time, by the same parties, for the same purposes, and in the course of the same transaction." 407 S.C. at 355, 755 S.E.2d at 455.

[10] *Thompson v. Pruitt Corp.*, 416 S.C. 43, 784 S.E.2d 679 (Ct. App. 2016).

[11] *Black's Law Dictionary* p. 1321 revocation (7th ed. 1999); *id.* at 89 annulment ("The act of nullifying or making void.").

"termination" is to put or bring something to an end—which is materially different from making something a nullity, i.e., void and never having properly existed in the first place. *Id.* at p. 1482. And, again, that the Arbitration Agreement survives the termination of the Admission Agreement is simply how arbitration agreements work—and would be so even were the agreement to arbitrate in the form of a clause included within a single instrument. *See Phillips*, 39 F. Supp. at 612–13.

Fourth, the *Solesbee* Court erroneously found against merger on the basis that "the Admission Agreement and Arbitration Agreement were separately paginated and had their own signature pages." *Solesbee*, 438 S.C. at 648, 885 S.E. 2d at 149. This provides no reasonable inference of an intent contrary to merger. Again, the fact that the Admission Agreement and the Arbitration Agreement have their own titles, are separately paginated, and are separately signed provides no reasonable inference of an intent contrary to merger. Respectfully, to point to such things is really to do no more than to point out that the Admission Agreement and the Arbitration Agreement are separate instruments, a fact which does not actually suggest anything probative about the intent of the contracting parties as to whether they should be construed together. Indeed, the question of merger will not arise in the first place unless there are multiple instruments involved. Obviously, it cannot be the case that the mere existence of the necessary factual predicate for the question of merger to arise, i.e., separate instruments, shows an intention contrary to merger. The very nature of *merger* is to *merge* separate documents.

Finally, the *Solesbee* Court erroneously found against the Facility on merger on the basis that Arbitration Agreement was voluntary. *Solesbee*, 438 S.C. at 649, 885 S.E. 2d at 149. This provides no reasonable inference of an intent contrary to merger. To be sure, the Arbitration Agreement was optional, i.e., agreeing to arbitration was not required to gain admission to the Facility. But all this means is that it did not have to be agreed to for the resident to be admitted, i.e., the Arbitration Agreement did not have to be executed at all. It does not mean that the Arbitration Agreement did not become a part of the admissions

materials once it was signed. Indeed, the fact that the Arbitration Agreement was not required for admission underscores its connectedness to the Admission Agreement. The two go together hand in glove. Without the hand (the Admission Agreement), there is no reason for the glove (the Arbitration Agreement).

To say that the Arbitration Agreement was not required for admission, which it was not, is not to say that it was not intended to be part of the admissions materials in the event it was agreed to, which it was, by Mr. Dover on Ms. Solesbee's behalf in *Solesbee* and by Ms. McCraw on Ms. Owens's behalf in the instant case. While it is true that the Arbitration Agreement is not necessary to the Admission Agreement, the converse is not true: the Admission Agreement *is* necessary to the Arbitration Agreement. That is, the Admission Agreement *could* have stood on its own, i.e., without the Arbitration Agreement ever having been executed, in which case no question of merger would have even arisen to begin with—but that is not what happened. The Arbitration Agreement was in fact executed, and it was executed under the particular circumstances that give rise to the presumption of merger—same time, parties, purpose, and transaction—but unlike the Admission Agreement, which is capable of making sense either standing alone or together with the Arbitration Agreement, *the Arbitration Agreement only makes sense together with the Admission Agreement*, which is its (the Arbitrations Agreement's) sole reason for being. (*See* R. p. 280 (providing for arbitration of "any controversy or dispute between the parties arising out of or relating to Facility's Admission Agreement, or breach thereof, or relating in any way to Resident's stay at Facility, or to the provisions of care or services to Resident . . . ."); *id.* ("This [Arbitration] Agreement shall remain in effect for all care rendered at Facility . . . .").)

And even though the Arbitration Agreement was not a *condition* of admission, it was agreed to in *conjunction* with admission, whereupon, it was intended to be considered and construed together with the Admission Agreement, such that the two were effectively one instrument governing various interrelated aspects of Ms. Owens's relationship with the Facility: the Admission Agreement setting forth the terms of

her admission, the Arbitration Agreement providing for arbitration of disputes arising out of her admission. (*Compare* R. pp. 357–68 (setting forth the terms of the admission) *with* R. p. 280 (providing for arbitration of disputes arising out of the admission).)

2. The essence of the test for direct benefits estoppel is simply whether the nonsignatory has exploited other parts of the contract by reaping its direct benefits.

Plaintiff wrongly asserts that Petitioners overlook the governing standard for direct benefits estoppel. (Return p. 8.) The key to determining when direct benefits estoppel may be applied is not whether the claims at issue rely on contract terms to impose liability but whether benefits to the nonsignatory are direct or indirect. *Wilson v. Willis*, 426 S.C. 326, 340–41, 827 S.E.2d 167, 175 (2019) ("Under direct benefits estoppel, [a] nonsignatory is estopped from refusing to comply with an arbitration clause 'when it receives a direct benefit from a contract containing an arbitration clause. In the arbitration context, the doctrine recognizes that a party may be estopped from asserting that the lack of his signature on a written contract precludes enforcement of the contract's arbitration clause when he has consistently maintained that other provisions of the same contract should be enforced to benefit him. Stated another way, [u]nder the direct benefits theory of estoppel, a nonsignatory may be compelled to arbitrate where the nonsignatory knowingly exploits the benefits of an agreement containing an arbitration clause, and receives benefits flowing directly from the agreement . . .") (internal citations and quotation marks omitted); *id.* at 343, 827 S.E.2d at 176 ("It is important to distinguish direct benefits from indirect benefits because when the benefits to a nonsignatory are merely indirect, arbitration cannot be compelled. A benefit is direct if it flows directly from the agreement. In contrast, any benefit derived from an agreement is indirect where the nonsignatory exploits the contractual relationship of the parties but does not exploit (and thereby assume) the agreement itself.") (internal citations omitted). Direct benefits estoppel simply recognizes, and remedies, the patent inequity that would result if a party were able to enjoy direct benefits under an agreement containing an arbitration clause (which is the case here because the Admission Agreement and the Arbitration Agreement

merge) while at the same time denying that the arbitration clause is enforceable. *See Pearson v. Hilton Head Hospital*, 400 S.C. 281, 290, 733 S.E.2d 597, 601 (Ct. App. 2012) ("To allow [a plaintiff] to claim the benefit of the contract and simultaneously avoid its burdens would both disregard equity and contravene the purposes underlying enactment of the Arbitration Act.") (citation and internal quotation marks omitted).

As set forth in this Court's decision in *Wilson*, and consistent with the Court of Appeals' decision in *Pearson*, which the *Wilson* Court favorably cites, the essence of the test for direct benefits estoppel is simply whether the nonsignatory has exploited other parts of the contract by reaping its direct benefits. Indeed, to require more than this—or, in other words, to limit the applicability of direct benefits estoppel to only instances where the nonsignatory's claim relies solely on the contract terms to impose liability—is to invite the very sort of have-your-cake-and-eat-it-too inequity that the doctrine aims to prevent in the first place. Neither *Wilson* nor *Pearson* nor general notions of equity countenance,[12] much less call for, such a result.

Here, Ms. Owens effectively embraced all aspects of the Admission Agreement with the Facility. Indeed, her receipt of direct benefits under the Admission Agreement (with which the Arbitration Agreement merged) cannot reasonably be denied. Without question, Ms. Owens received direct benefits (in the form of room, board, various amenities/services, and the care/treatment she received at the Facility). To deny her receipt of such direct benefits is illogical and objectively unreasonable, as it would require wholly discrediting the entirety of her residency: every night's stay, every meal, every amenity/service provided, every instance of care/treatment, essentially every moment at the Facility—even Plaintiff's complaint does not go nearly so far as that. (*See generally* R. pp. 46–108.)

[12] *See Ex parte Dibble*, 279 S.C. 592, 595, 310 S.E.2d 440, 442 (Ct. App. 1983) ("Courts have the inherent power to do all things reasonably necessary to insure that just results are reached to the fullest extent possible.").

Properly viewing the Admission Agreement and the Arbitration Agreement as merged, Ms. Owens received the benefit of her admission to the Facility, including, without limitation, the room, board, care, and treatment she received therein. This Court should find that the Arbitration Agreement merged with the Admission Agreement and that Plaintiff is estopped to deny the Admission Agreement/Arbitration Agreement's enforceability, Ms. Owens having effectively embraced the contract with the Facility for the purpose of her admission and receipt of the direct benefits thereof.

CONCLUSION

For the foregoing reasons, together with those set forth in their petition, along with any other or further reason(s) set forth in their appellate briefs already on file, the entirety of which they hereby adopt and incorporate herein by reference and reiterate/reassert in support hereof, Petitioners ask this Honorable Court to grant the instant petition, reverse the Subject Opinion and declare that this lawsuit should be stayed in favor of arbitration between Plaintiff and the Facility (or remand the case to the trial court with instructions for it to do so) and reverse the circuit court's entry of the Subject Confidentiality Order, or at least its inclusion of the Sharing Provision in the Subject Confidentiality Order.

<SIGNED ON THE FOLLOWING PAGE>

Respectfully submitted,

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December 15, 2023

THE STATE OF SOUTH CAROLINA
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I, Russell G. Hines, of Clement Rivers, LLP, attorneys for Petitioners, hereby certify that Petitioners' **REPLY TO RETURN TO PETITION FOR A WRIT OF CERTIORARI** was served on Respondent on December 15, 2023, by emailing (see attached) a copy of the same to her counsel of record:

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I also certify that Petitioners' **REPLY TO RETURN TO PETITION FOR A WRIT OF CERTIORARI** and **PROOF OF SERVICE** was filed with the South Carolina Court of Appeals on December 15, 2023, via email to ctappfilings@sccourts.org.

Respectfully submitted,

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Attached for service in the above-referenced matter please find Petitioners' **Reply to Return to Petition for a Writ of Certiorari**.

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