



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

September 25, 2024

Mr. Jonathan Gamble Roquemore, Esquire
1230 Main Street
Suite 325
Columbia SC 29201

Mr. Patrick E. Knie, Esquire
PO Box 5159
Spartanburg SC 29304-5159

Mr. Sam Mitchell Slade, Jr., Esquire
PO Box 1007
Spartanburg SC 29304

Mr. Joshua Daniel Shaw, Esquire
1230 Main Street
Suite 325
Columbia SC 29201

Mr. Paul Edward Allen, Jr., Esquire
1230 Main Street, Suite 325
Columbia SC 29201

Re: Eugene W. Villanova v. Pacifica Skylyn, LLC
Appellate Case No. 2023-001343

Dear Counsel:

Enclosed is the decision of the Court. The remittitur will be sent as provided by

Rule 221(b) of the South Carolina Appellate Court Rules.

Very truly yours,

Catherine Hannibal, deputy

CLERK

cc: The Honorable William P. Keesley

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Eugene W. Villanova and Ruth L. Villanova, by and
through Karen Lynn Ward, their attorney-in-fact, and on
behalf of those similarly situated, Respondents,

v.

Pacifica Skylyn, LLC d/b/a Pacifica Senior Living
Skylyn, and Matthew Arledge, Appellants.

Appellate Case No. 2023-001343

Appeal From Spartanburg County
William P. Keesley, Circuit Court Judge

Unpublished Opinion No. 2024-UP-318
Submitted September 19, 2024 – Filed September 25, 2024

AFFIRMED

Jonathan Gamble Roquemore, Joshua Daniel Shaw, Paul
Edward Allen, Jr., all of Hedrick Gardner Kincheloe &
Garofalo, LLP, of Columbia, for Appellants.

Patrick E. Knie, of Knie & Shealy Attorneys at Law, of
Spartanburg; and Sam Mitchell Slade, Jr., of
Spartanburg, both for Respondents.

PER CURIAM: Pacifica Skylyn, LLC d/b/a Pacifica Senior Living Skylyn, and Matthew Arledge (Appellants) appeal the circuit court's order denying their motion to compel arbitration. On appeal, Appellants argue they provided uncontroverted evidence of the full text of the Arbitration Agreement contained in the Residence and Services Agreement executed by Eugene W. Villanova and Ruth L. Villanova's attorney-in-fact, Karen Ward. We affirm pursuant to Rule 220(b), SCACR.

We hold the circuit court did not err by denying Appellants' motion to compel arbitration because Appellants have not met their burden of proof regarding whether there was a valid Arbitration Agreement. *See Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596, 553 S.E.2d 110, 118 (2001) ("The question of the arbitrability of a claim is an issue for judicial determination, unless the parties provide otherwise."); *New Hope Missionary Baptist Church v. Paragon Builders*, 379 S.C. 620, 625, 667 S.E.2d 1, 3 (Ct. App. 2008) ("Appeal from the denial of a motion to compel arbitration is subject to de novo review."); *Stokes v. Metro. Life Ins. Co.*, 351 S.C. 606, 609-10, 571 S.E.2d 711, 713 (Ct. App. 2002) ("However, the circuit court's factual findings will not be overruled if there is any evidence reasonably supporting them."); *Wilson v. Willis*, 426 S.C. 326, 336, 827 S.E.2d 167, 173 (2019) ("A party seeking to compel arbitration under the [Federal Arbitration Act] must establish that (1) there is a valid agreement, and (2) the claims fall within the scope of the agreement."); *id.* ("The consideration of contract validity is normally addressed applying general principles of state law governing the formation of contracts."); *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596, 553 S.E.2d 110, 118 (2001) ("Arbitration is a matter of contract, and a party cannot be required to submit to arbitration any dispute which he has not agreed to submit.").

AFFIRMED.¹

WILLIAMS, C.J., and MCDONALD and TURNER, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.