

Dec 13 2024

SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

BEVERLY CALLOWAY, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF HATTIE ARDMORE,

Plaintiff,

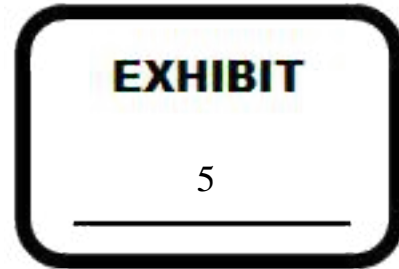
vs.

OAKBROOK HEALTHCARE, LLC d/b/a OAKBROOK HEALTH AND REHABILITATION CENTER AND PATRICIA CASTLE,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-18-00722

DEFENDANTS' MOTION TO COMPEL ARBITRATION



PLEASE TAKE NOTICE that Defendant, Oakbrook Healthcare, LLC d/b/a Oakbrook Health and Rehabilitation Center and Patricia Castle (“Defendants”), by and through their undersigned counsel, will move before this Honorable Court, at a time and place to be designated by the Court, and as soon as counsel may be heard, for an Order staying or dismissing this action and compelling arbitration pursuant to the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1, et seq. and Rules 12(b)(1) and 12(b)(6) of the South Carolina Rules of Civil Procedure. This Motion is based on the terms and provisions of a valid and binding Arbitration Agreement executed at the time of Hattie Ardmore’s admission to the Facility. (See Arbitration Agreement attached as Exhibit A). The Arbitration Agreement is expressly binding on all parties and requires that Plaintiff’s claims be submitted to arbitration.

Defendants further request that this Honorable Court specifically stay any further requirement to file any responsive pleading as well as any requirement to respond to any motions or discovery filed or served by Plaintiff while the current motion is pending. This Motion is

supported by the attached Arbitration Agreement, the statutory and case law of the State of South Carolina and the United States, any subsequent memoranda of law, affidavits or other evidence which may be submitted prior to the hearing on this motion, as well as any oral argument to be presented by counsel at the hearing on this matter.

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Attorneys for the Defendants Oakbrook Healthcare,

LLC d/b/a Oakbrook Health and Rehabilitation

Center and Patricia Castle

Dated: June 30, 2023

Charleston, South Carolina

FACILITY RESIDENT/REPRESENTATIVE ARBITRATION AGREEMENT

This Agreement is made between Oakbrook Health and Rehab ("Facility"), its agents, employees and servants, and Dear Sir or Madam ("Resident") or Resident's Durable Power of Attorney for Health Care "Resident's Legal Guardian" "Resident's Responsible Party" hereinafter collectively "Representative". It is the intention of the parties to this Agreement to bind not only themselves, but also their successors, assigns, heirs, personal representatives, guardians or any persons deriving their claims through or on behalf of Resident.

It is understood by Resident/Representative that he/she is not required to use the aforesaid Facility for Resident's healthcare needs and that there are numerous other health care providers in the State where Facility is located that are qualified to provide such care to Resident.

Disputes shall be resolved by arbitration as provided by the South Carolina Alternate Dispute Resolution Act, Chapter 15, Title 15, of the South Carolina Code of Laws, 1992, including but not limited to any dispute involving personal injury, negligence or other claim in any federal or state statutory or regulatory scheme or any other dispute arising out of the relationship of a patient and a health care provider.

Disputes shall be resolved by arbitration as provided by the South Carolina Alternate Dispute Resolution Act, Chapter 15, Title 15, of the South Carolina Code of Laws, 1992, including but not limited to any dispute involving personal injury, negligence or other claim in any federal or state statutory or regulatory scheme or any other dispute arising out of the relationship of a patient and a health care provider.

That an arbitrator shall be selected by the Court. The arbitrator shall hear and decide the controversy, and the decision shall be binding on all parties, and may be enforced by a court of competent jurisdiction.

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.

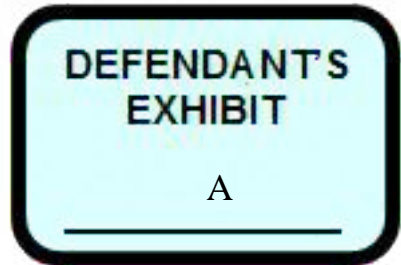
I understand and agree that I am giving up and waiving my right to a jury trial.

This Agreement shall remain in effect for all care rendered at Facility and shall survive any termination or breach of this Agreement or the Admission Agreement. By his/her signature below, the executing party represents that he/she has the authority to sign on Resident's behalf so as to bind the Resident as well as the Representative.

Beverly Calloway 09/03/20
Resident/Representative Signature Date

Beverly Calloway
Printed Name of Resident/Representative

Adi Suresh 09/03/20
Authorized Agent of Facility Date



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