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May 13 2025

SC Court of Appeals

EXHIBIT

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STATE OF SOUTH CAROLINA)
)
COUNTY OF FAIRFIELD)
)
Stephanie Pressley, as Personal)
Representative of the Estate of)
Gail Wright,)
)
Plaintiff,)
)
v.)
)
Ridgeway Manor Healthcare Center, LLC;)
Deborah Sparks; and James McCollum,)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS

SIXTH JUDICIAL CIRCUIT

C/A NO. 2023-CP-20-00374

**ORDER DENYING DEFENDANTS' MOTION
FOR RECONSIDERATION**

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This matter comes before the Court on Defendants Ridgeway Manor Healthcare Center, LLC, Deborah Sparks, and James McCollum (collectively, "Defendants") Rule 59(e) Motion for Reconsideration of Denial of Motion to Compel Arbitration of Plaintiff's claims. The Court has considered Defendants' Motion, Plaintiff's Response, and heard oral arguments from both parties. Having fully reviewed the briefing and hearing the parties' positions, the Defendants' motion is hereby DENIED.

I. Procedural History

Defendants moved to compel arbitration in this matter on January 12, 2024. Plaintiff opposed the motion. The Court heard arguments on July 5, 2024 via Webex and denied the Motion in an Order dated August 19, 2024. Defendants timely filed a Rule 59(e), SCRCF motion requesting the Court reconsider its prior order. Plaintiff responded, and the Court heard oral argument on March 25, 2025.

II. Legal Standard

The purpose of Rule 59(e), SCRCP, to alter or amend the judgment is to request the trial judge to “reconsider matters properly encompassed in a decision on the merits.” *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992). Consequently, a party usually is allowed to ask the court to reconsider its decision even if it means rehashing all or part of an argument previously presented. *See Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 22, 602 S.E.2d 772, 779 (2004). A party may wish to file such a motion when he or she believes the court misunderstood, failed to fully consider, or failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it. *Elam*, 361 S.C. at 24, 602 S.E.2d at 779.

III. Discussion

The Court prior Order denying Defendants’ Motion to Compel Arbitration is incorporated herein because neither Plaintiff nor her decedent executed the arbitration agreement, and the South Carolina Department of Social Services cannot waive their constitutional right to trial by jury.

Defendants now argue that SCDSS workers Ms. Keri Singleton and Ms. Fantasia Hartwell would not have signed the arbitration agreement if they did not have the authority to sign on Mrs. Wright or Ms. Pressley’s behalf because above their signatures includes the phrase: “I warrant and represent that the Resident has expressly vested in me the authority to sign this Agreement on the Resident’s behalf.” This is a new argument outside the scope of a Rule 59(e), SCRCP motion. Nonetheless, the Adult Protective Services Act , S.C. Code Ann. § 43-35-10 et seq., still does not confer authority to SCDSS workers to provide legal services or waive the constitutional right to a trial by jury. There is no evidence that Mrs. Wright’s court appointed attorney was brought in to advise Mrs. Wright. There is no evidence that Mrs. Wright was involved in the execution of the paperwork or that it was even discussed

with her despite her being mentally competent. Thus, Defendants' argument is rejected as DSS workers could not waive Mrs. Wright's right to a trial by jury.

Next, Defendants argue that it was error for the Court to make a finding that Mrs. Wright was mentally competent when Mrs. Wright was actually mentally incompetent. The Court's order denying the motion to compel arbitration recognized only that "Defendants do not contest that Mrs. Wright was mentally competent at the time of her admission." (Order Denying Motion to Compel Arbitration at p.2). Defendants earlier briefing on their motion to compel arbitration embraced Plaintiffs argument that Mrs. Wright was mentally competent. The law is clear that a party cannot use a motion to alter or amend a judgment to raise a new issue that the party could have raised prior to judgment but did not. *See Johnson v. Sonoco Prods. Co.*, 381 S.C. 172, 177, 672 S.E.2d 567, 570 (2009); *see also Repko v. Cnty. of Georgetown*, 424 S.C. 494, 502, 818 S.E.2d 743, 748 (2018) (same); *Patterson v. Reid*, 318 S.C. 183, 456 S.E.2d 436 (Ct.App.1995). This new argument is rejected.

Regarding estoppel, Defendants argue that the Court incorrectly applied *Hodge v. Unihealth Post-Acute Care of Bamberg, LLC*, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018) and *Estate of Solesbee by Bayne v. Fundamental Clinical and Operational Services, LLC*, 438 S.C. 638 (2023). Defendants argue that proper analysis of these authorities would demand the alternative result: a finding that Ms. Pressley is estopped from denying that the arbitration agreement applied to her. The Court's analysis stands. The admission agreement and the arbitration agreement are independent, did not merge, and shall not be construed together. Defendants' estoppel argument is once again, rejected.

Finally, Defendant argues that the Order improperly analyzes the validity of the contract as a whole and improperly analyzes the arbitration provision. Defendant relies

primarily on *Sanders v. Savannah Highway Auto. Co.*, 440 S.C. 377, 392, 892 S.E.2d 112, 120 (2023), reh'g denied (Sept. 27, 2023), *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395 (1967), and the FAA (9 U.S.C. § 2). The Court rejects this argument. *Savannah Highway* and *Prima Paint* do not apply in this case because Mrs. Wright was a non-signatory to the arbitration agreement. State law controls, not the FAA, when attempting to enforce an arbitration agreement against a nonsignatory. See *Weaver v. Brookdale Senior Living, Inc.*, 431 S.C. 223, 847 S.E.2d 268 (Ct. App. 2020) (“State law controls when attempting to enforce an arbitration agreement against someone who has not signed it.”).

After reviewing the applicable law and considering the arguments raised in Defendants’ Motion, the Court is unable to discover any material fact or principle of law that has either been overlooked or disregarded. The Court further finds no error of law nor fact not appropriately considered. Accordingly, the Court concludes that altering, amending, or reconsidering its prior Order is unwarranted, and that the issues raised in Defendants’ Motion do not change the Court’s reasoning or conclusions. As such, Defendants’ Rule 59(e) Motion is DENIED.

IT IS SO ORDERED.

The Honorable Donald B. Hocker



Fairfield Common Pleas

Case Caption: Stephanie Pressley VS Ridgeway Manor Healthcare Center, Llc ,
defendant, et al
Case Number: 2023CP2000374
Type: Order/Other

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167