



# The South Carolina Court of Appeals

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May 15, 2025

The Honorable Amy W. Cox  
PO Box 3483  
Spartanburg SC 29304-3483

## REMITTITUR

Re: Eugene W. Villanova v. Pacifica Skylyn, LLC  
Lower Court Case No. 2021CP4202473  
Appellate Case No. 2023-001343

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

*Catherine Harrison, deputy*  
CLERK

Enclosure

cc: Jonathan Gamble Roquemore, Esquire  
Patrick E. Knie, Esquire  
Sam Mitchell Slade, Jr., Esquire  
Joshua Daniel Shaw, Esquire  
Paul Edward Allen, Jr., Esquire

# The Supreme Court of South Carolina

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, Petitioners.

Appellate Case No. 2024-002173

**RECEIVED**  
**May 13 2025**  
SC Court of Appeals

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## ORDER

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Based on the vote of the Court, the petition for a writ of certiorari is denied.

FOR THE COURT

BY *Patricia Howard*  
CLERK

Columbia, South Carolina  
May 13, 2025

cc:  
Jonathan Gamble Roquemore  
Joshua Daniel Shaw  
Paul Edward Allen, Jr.  
Patrick E. Knie  
Sam Mitchell Slade, Jr.  
The Honorable Jenny Abbott Kitchings

# The South Carolina 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

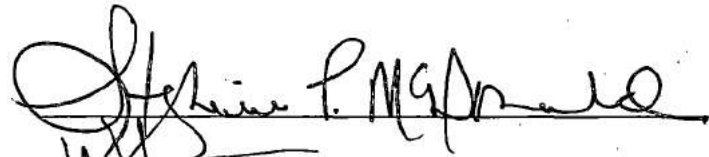
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## ORDER

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After careful consideration of the petition for rehearing, the court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

  
\_\_\_\_\_ C.J.

  
\_\_\_\_\_ J.

  
\_\_\_\_\_ J.

Columbia, South Carolina

cc:  
Jonathan Gamble Roquemore, Esquire  
Patrick E. Knie, Esquire

**FILED**  
**Nov 21 2024**

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Sam Mitchell Slade, Jr., Esquire  
Joshua Daniel Shaw, Esquire  
Paul Edward Allen, Jr., Esquire  
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

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

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

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**AFFIRMED**

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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.

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**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.**<sup>1</sup>

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

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<sup>1</sup> We decide this case without oral argument pursuant to Rule 215, SCACR.