

STATE OF SOUTH CAROLINA  
COUNTY OF CHEROKEE

) IN THE COURT OF COMMON PLEAS  
)  
) CASE NO.: 2024-CP-11-00554

Sonya Dover, as Personal Representative of the  
Estate of Terry Stacy,

Plaintiff,

v.

Brookview Healthcare Center, LLC, Casey Wray,  
LPN, Candice Gladwin, LPN, and Susan Sain,  
Administrator,

Defendants.

)  
) **PROPOSED ORDER DENYING**  
) **DEFENDANT’S MOTION TO COMPEL**  
) **ARBITRATION AND DISMISS**  
)

**RECEIVED**  
**May 20 2025**  
**SC Court of Appeals**

This matter is before me by way of Defendants’ Motion to Compel Arbitration and Dismiss filed September 23<sup>rd</sup>, 2024. Defendant filed supplemental memorandum in support on December 6<sup>th</sup>, 2024. Plaintiff filed her response on December 6<sup>th</sup>, 2024. A hearing was held virtually on December 9<sup>th</sup>, 2024, at which counsel for all parties were present.

By way of factual background, Plaintiff Sonya Dover, as Personal Representative of the Estate of Terry Stacy, initiated this action on August 6<sup>th</sup>, 2024, when she filed a Complaint against Defendants in Cherokee County alleging malpractice against Defendants in the care and treatment of Terry Stacy while he was a resident of Brookview Healthcare, LLC. The Complaint alleges Terry Stacy was admitted to Defendants’ facility in January of 2020. The Complaint alleges specific acts of negligence through 2021 and into 2022 up until Mr. Stacy’s death in March of 2022.

In 2013, Mr. Stacy, the decedent, appointed Sonya Dover as his Healthcare Power of Attorney (Exhibit A, Plaintiff's Response to Defendant's Motion). Paragraph 2 of the Healthcare Power of Attorney states Mr. Stacy intended "to create a durable power of attorney effective upon, and only during, any period of mental incompetence."

In interpreting the meaning of powers of attorney, the Supreme Court of South Carolina has instructed the Courts to turn to contract law.

"Our courts have looked to contract law when reviewing actions to set aside or interpret a power of attorney. The cardinal rule of contract interpretation is to ascertain and give effect to the intention of parties, and, in determining that intention, the court looks to the language of the contract. When the language of a contract is plain and capable of legal construction, that language alone determines the instrument's force and effect."

*Arredondo v. SNH SE Ashley River Tenant, LLC*, 433 S.C. 69, 856 S.E.2d 550 (2021) (citations omitted).

In this case, the Healthcare Power of Attorney's language is clear that the authority granted therein was only in effect in the event Mr. Stacy was deemed incompetent. Mr. Stacy was deemed incompetent by his physician at Brookview Healthcare, LLC, on March 8<sup>th</sup>, 2022. (Exhibit C, Plaintiff's Response). The admission agreement and arbitration agreement were signed and dated by Sonya Dover on February 28<sup>th</sup>, 2022. (Exhibit A, Defendant's Motion to Compel Arbitration or Dismiss). There is no evidence that Mr. Stacy was incompetent or incapacitated at the time of the signing of the admission agreement and arbitration agreement. Thus, Ms. Dover did not have authority through the Healthcare Power of Attorney to sign the arbitration agreement on Mr. Stacy's behalf.

Further, there is no evidence that Mr. Stacy gave explicit or implicit authority to Ms. Dover to act on his behalf in signing the admission agreement or arbitration agreement on February 28<sup>th</sup>, 2022. Addendum Two to the admission agreement allows the resident, in this case

Mr. Stacy, to assign an agent for purposes of entering into the agreement. However, Mr. Stacy did not sign the agreement granting Ms. Dover that authority.

Based on the foregoing, Defendant's Motion to Compel Arbitration and Dismiss is DENIED. AND IT IS SO ORDERED.



Cherokee Common Pleas

**Case Caption:** Sonya Dover , plaintiff, et al VS Brookview Healthcare Center, Llc ,  
defendant, et al  
**Case Number:** 2024CP1100554  
**Type:** Order/Other

It is so Ordered.

s/ R. Keith Kelly - 2165