

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP2300434

Marvin Barborek  
PLAINTIFF(S)

Cascades Nursing Llc et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

This order arises as a result of a hearing before the undersigned held on May 20, 2025 to decide Defendant's Motion to Dismiss and Compel Arbitration. Both parties appeared represented by counsel. Based on a review of the evidence, briefs submitted by parties, and oral arguments, this Court makes the following findings of fact and conclusions of law.

1) Defendant seeks to establish that there exists a contractual waiver of a jury trial in favor of arbitration. Thus, Defendant has the burden of proof to establish that the waive was signed knowingly, voluntarily, and intentionally. A jury trial right is fundamental and cannot be waived absent clear evidence.

2) This Court is mindful that arbitration agreements enjoy a strong presumption of validity in federal and state courts. See Simpson v. MSA of Myrtle Beach, Inc, 373 SC 19, 24, 644 S.E. 2d 663, 558 (2007).

[Continued on Page 2]

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/30/2025 .

RECEIVED

Jun 27 2025

SC Court of Appeals

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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3) Sufficient genuine issues giving rise to the waiver of a jury trial and the applicability of the arbitration agreement cannot be adjudicated by this Court at this particular point in the proceedings absent sufficient discovery.

Therefore, Defendant's motion to Dismiss is hereby DENIED. Plaintiff has pled facts sufficient to constitute a cause of action.



Greenville Common Pleas

**Case Caption:** Marvin Barborek vs. Cascades Nursing Llc , defendant, et al

**Case Number:** 2025CP2300434

**Type:** Order/Electronic Form 4

So Ordered

Vernon F. Dunbar

Electronically signed on 2025-05-30 15:20:29 page 3 of 3