

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

John G. Falcon,
Plaintiff,

vs.

ScribeAmerica, LLC, Spartanburg Regional
Health Services District, Inc., and Thomas M.
Boyd, both personally, and in his official
capacity as an employee of Spartanburg
Regional Health Services District, Inc.,
Defendants.

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT

Civil Action No.: 2024-CP-42-05047

ORDER

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SC Court of Appeals

The Defendants Spartanburg Regional Health Services District, Inc. (“SRHS”) and Thomas M. Boyd, personally, timely filed a Motion to Alter or Amend this Court’s June 5, 2025 Order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure. That June 5th Order constituted this Court’s ruling on the Motion to Stay and Compel Alternative Dispute Resolution that had been filed by Defendants Boyd and SRHS on March 13, 2025. The issues were fully briefed by the moving defendants and the plaintiff, who opposed that motion. A hearing was held by this Court on April 10, 2025. After review of the legal memoranda submitted and careful consideration of the oral arguments of counsel presented at the hearing, this Court determined that Defendants’ motion must be stayed, held in abeyance, pending discovery to be conducted by the parties, and entered its Order of June 5, 2025.

The pending Motion to Alter or Amend is premised upon the assertions of Defendants Boyd and SRHS that this Court failed to consider or rule upon various arguments raised by those defendants in their legal memoranda, or at the hearing, that would require their Motion to Stay and

Compel Alternative Dispute Resolution be granted. All such assertions made by the moving defendants are rejected by this Court.

As alleged in Plaintiff's Complaint, and found by this Court in its June 5th Order, this Court has jurisdiction over the parties, specifically including Defendant Boyd. This Court also determined, and now expressly states, that as alleged in Plaintiff's Complaint, it has subject matter jurisdiction over the claims raised and in dispute in this action.

SRHS argues that the Federal Arbitration Act requires that its motion to stay the case and compel ADR be granted. It also claims that the Court overlooked that argument, failed to rule upon it, and that Plaintiff waived any opposing position. Such claims are without merit. All of these issues were argued by the parties and considered by the Court. The enforceability of an ADR provision of a contract hinges on whether a “ ‘significant relationship’ exists between the asserted claims and the contract in which the arbitration clause is contained.” Zabinski v. Bright Acres Assocs., 346 S.C. 580 at 598, 553 S.E. 2d 110 at 119 (quoting Long v. Silver, 248 F.3d 309 (4th Cir. 2001)). Such an analysis is required whether the demand for arbitration is based on federal or state law. In Aiken v. World Finance Corp. of South Carolina, 373 S.C. 144, 644 S.E.2d 705 (S.C. 2007), the South Carolina Supreme Court directly addressed the rule for determining if the required “significant relationship” exists between the dispute among the parties and the arbitration clause in question. This point was specifically argued before and decided by the Court.

For similar reasons, the argument raised by the moving defendants that the Court has improperly placed itself into the role of determining whether Plaintiff's claims against them are subject to alternative dispute resolution pursuant to the ADR provision of the Physician Employment Agreement (“PEA”) between SRHS and Plaintiff is also meritless. The Court considered whether the ADR provision contained in the PEA is implicated by the dispute between

the parties. That is exactly the determination a Court is expected, and indeed, required, to make to compel resolution of a dispute via ADR.

None of the arguments raised by the moving defendants justify any alteration or modification of the Court's June 5, 2025 Order in this case. The civil conspiracy cause of action raised by Plaintiff against Defendants specifically alleges breaches of the physician-patient privilege and violations of law independent of any employment contract. That is precisely why discovery must be conducted and a factual record created, prior to the Court being in a position to rule on whether a significant relationship exists between the parties' dispute and the PEA that would trigger the ADR provision of the PEA between Plaintiff and SRHS.

For the reasons set forth in the Order of June 5th, this Court has determined that justice will be served by staying and holding in abeyance the Motion to Stay and Compel Alternative Dispute Resolution filed by Defendants Boyd and SRHS, pending discovery being conducted and completed by the parties. The Court expressly finds that it has carefully considered and ruled upon all issues raised by the moving defendants. The Court finds that the Motion to Alter or Amend its June 5, 2025 Order is without merit and that no revision to that Order is required beyond what is set forth here. The Motion to Alter or Amend filed by Defendants Boyd and SRHS is hereby denied.¹

AND IT IS SO ORDERED.

The Honorable Dale E. Van Slambrook
South Carolina Circuit Court Judge

July _____, 2025

¹ This Motion is disposed of without the necessity of a hearing and decided on the record and briefs. Rule 59(f), SCRCPP; Pollard v. City of Florence, 314 S.C. 397, 401–402, 444 S.E.2d 534, 536 (Ct. App. 1994).



Spartanburg Common Pleas

Case Caption: John G. Falcon VS Scribeamerica , defendant, et al

Case Number: 2024CP4205047

Type: Order/Other

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge
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