

RECEIVED

Sep 25 2025

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

Appeal from Orangeburg County
Court of Common Pleas

Maité Murphy, Circuit Court Judge

Case No. 2022-CP-38-00525
Appellate Case No. 2025-000296

Beverly Vaughn,
as Personal Representative of the Estate of Loris Paris,

Respondent,

v.

Saint Matthews Healthcare, LLC; Melissa Kizer;
Melissa Davis; and Angela Smith Teliha,

Defendants,

Of which Saint Matthews Healthcare, LLC;
Melissa Kizer; and Melissa Davis, are the

Appellants.

INITIAL REPLY BRIEF OF APPELLANTS

CLEMENT RIVERS, LLP
Stephen L. Brown (SC Bar No. 66468)
D. Jay Davis Jr. (SC Bar No. 12084)
James D. Gandy III (SC Bar No. 11925)
Russell G. Hines (SC Bar No. 72100)
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
P.O. Box 993 (29402)
(843) 720-5488

Attorneys for Appellants

TABLE OF CONTENTS

ARGUMENT IN REPLY1

 1. The evidence does not show that Ms. Vaughn actually limited Mr. Paris’s authority so that he was not authorized to sign optional admissions materials like the Arbitration Agreement—and even assuming, *arguendo*, it did, it does not show that Ms. Reck was made aware of such a limitation.1

CONCLUSION.....3

Believing that Plaintiff’s counterarguments are already amply rebutted by the analysis set forth in their principal brief, Appellants would underscore the following point in reply to Plaintiff’s brief.¹

ARGUMENT IN REPLY

- 1. The evidence does not show that Ms. Vaughn actually limited Mr. Paris’s authority so that he was not authorized to sign optional admissions materials like the Arbitration Agreement—and even assuming, *arguendo*, it did, it does not show that Ms. Reck was made aware of such a limitation.**

Citing Ms. Vaughn’s testimony that she gave Mr. Paris “permission to have [Ms. Paris] admitted” and to execute paperwork “for admission to the nursing facility only,” Plaintiff claims that Ms. Vaughn “did not give [Mr. Paris] permission to sign anything optional, i.e., anything not required for admission.” (Respondent’s Br. p. 3; *see also id.* at pp. 8–11.) But, as explained in Appellants’ principal brief, the Arbitration Agreement is part of the admissions paperwork. (Appellants’ Br. p. 21.) Thus, Ms. Vaughn’s testimony that she limited Mr. Paris’s authority to admissions paperwork does not necessarily support the conclusion that Mr. Paris was unauthorized to sign an optional document included in the admissions paperwork like the Arbitration Agreement.

Ms. Vaughn acknowledges that she authorized Mr. Paris to sign admissions paperwork and that she spoke with Ms. Reck and advised her that Mr. Paris could sign admissions paperwork. (Dep. of Beverly Vaughn pp. 19:13–20:3.) Although, once this dispute arose, she testified that this authorization was limited to what was strictly necessary for Ms. Paris to be

¹ Shorthand references already defined in Appellants’ principal brief are continued in this reply brief (e.g., “Appellants” refers to Defendants/Appellants, Saint Matthews Healthcare, LLC (the “Facility”) and Melissa Kizer and Melissa Davis, collectively; “Plaintiff” refers to Beverly Vaughn (“Ms. Vaughn”), as Personal Representative of the Estate of Loris Paris (“Ms. Paris”); and “Mr. Paris” refers to George Paris, Ms. Paris’s son, who executed the Admission Agreement and Arbitration Agreement on Ms. Paris’s behalf).

admitted and that she told Ms. Reck that Mr. Paris did not have the power to sign certain documents, when pressed, Ms. Vaughn admitted that she did not actually recall what specifically she had told Ms. Reck. (Dep. of Beverly Vaughn pp. 27:8–29:4.) For his part, Mr. Paris himself testified that his “sister told [him] that [he] needed to go down there and sign some intake papers for [Ms. Paris] to be admitted” but he was not aware of his sister telling him that he could or could not sign certain paperwork. (Dep. of George Paris pp. 9:15–10:7.) And for her part, Ms. Reck testified that she understood from Ms. Vaughn that Mr. Paris had the authority to sign the admission paperwork, including the Arbitration Agreement,² that neither Mr. Paris nor Ms. Vaughn ever explained to her that Mr. Paris was only authorized to sign the Admission Agreement and not the Arbitration Agreement,³ and, in fact, that she would not have presented Mr. Paris with the Arbitration Agreement, had she thought he was not authorized to sign. (Dep. of C. Reck Tr. p. 29:17–21.)

Respectfully, the evidence does not show that Ms. Vaughn actually limited Mr. Paris’s authority so that he was not authorized to sign optional admissions materials like the Arbitration Agreement—and even assuming, *arguendo*, it does, it does not show that Ms. Reck was made aware of such a limitation. Accordingly, as set forth in Appellants’ principal brief, the evidence supports Mr. Paris’s actual authority to sign the Arbitration Agreement,⁴ but even, assuming, *arguendo*, it does not, the evidence of Ms. Vaughn’s communication of Mr. Paris’s authority to Ms. Reck, and the absence of evidence that Ms. Reck was advised that Mr. Paris’s authority was limited to exclude the Arbitration Agreement, supports the conclusion that the Facility, through Ms. Reck, was caused by Ms. Vaughn to have a reasonable belief in Mr. Paris’s authority to sign

² (Dep. of C. Reck Tr. p. 29:6–10.)

³ (Dep. of C. Reck Tr. p. 29:11–16.)

⁴ (Appellants’ Br. pp. 9–10.)

the Arbitration Agreement such that Mr. Paris had apparent authority and/or estoppel applies to preclude denying his authority. (Appellants' Br. pp. 10–12.)

CONCLUSION

For the foregoing additional reasons, Appellants ask that the Court reverse the circuit court's denial of the Underlying Motions and compel Plaintiff's claims against the Facility to arbitration while staying this litigation as to the Other Appellants pending the outcome of arbitration between Plaintiff and the Facility (or, alternatively, to remand this matter to the circuit court with instructions that it do so).

Respectfully submitted,
CLEMENT RIVERS, LLP

By: s/Russell G. Hines
Stephen L. Brown (SC Bar No. 66468)
D. Jay Davis, Jr. (SC Bar No. 12084)
James D. Gandy III (SC Bar No. 11925)
Russell G. Hines (SC Bar No. 72100)
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
P.O. Box 993 (29402)
(843) 720-5488
Attorneys for Appellants

Charleston, South Carolina

September 25, 2025

RECEIVED

Sep 25 2025

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

Appeal from Orangeburg County
Court of Common Pleas

Maité Murphy, Circuit Court Judge

Case No. 2022-CP-38-00525
Appellate Case No. 2025-000296

Beverly Vaughn,
as Personal Representative of the Estate of Loris Paris,

Respondent,

v.

Saint Matthews Healthcare, LLC; Melissa Kizer;
Melissa Davis; and Angela Smith Teliha,

Defendants,

Of which Saint Matthews Healthcare, LLC;
Melissa Kizer; and Melissa Davis, are the

Appellants.

PROOF OF SERVICE

CLEMENT RIVERS, LLP
Stephen L. Brown (SC Bar No. 66468)
D. Jay Davis Jr. (SC Bar No. 12084)
James D. Gandy III (SC Bar No. 11925)
Russell G. Hines (SC Bar No. 72100)
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
P.O. Box 993 (29402)
(843) 720-5488

Attorneys for Appellants

I, Russell G. Hines, of Clement Rivers, LLP, attorneys for Appellants, hereby certify that the **INITIAL REPLY BRIEF OF APPELLANTS** was served on Respondent on September 25, 2025, by emailing (see attached email) a copy of the same to Respondent's counsel of record:

Joshua P. Cantwell, Esquire
CANTWELL LAW FIRM, LLC
josh@cantwelllawfirm.org

Attorney for Respondent

Respectfully submitted,
CLEMENT RIVERS, LLP

By: s/Russell G. Hines
Russell G. Hines (SC Bar No. 72100)
Attorneys for Appellant

Charleston, South Carolina

September 25, 2025

Hines, Russell

From: Hines, Russell
Sent: Thursday, September 25, 2025 7:08 PM
To: 'josh@cantwelllawfirm.org'
Cc: Brown, Stephen L.; Davis, Jay; Gandy, III, James D. (Tripp); Peterson, Susan; Bohannon, Kiara; Justman, Aimee; Bell, Pollyana (Polly)
Subject: Vaughn v. St. Matthews (2025-000296) -- Initial Reply Brief of Appellants
Attachments: Vaughn v. St. Matthews (2025-000296) -- Initial Reply Brief of Appellants.pdf

Attached for service in the above-referenced matter please find the **Initial Reply Brief of Appellants**.

Russell G. Hines
CLEMENT RIVERS, LLP
www.ycrlaw.com
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
P.O. Box 993 (29402)
Phone: (843) 720-5488
Fax: (843) 579-1327
Email: rhines@ycrlaw.com



CLEMENT RIVERS, LLP

25 Calhoun Street • Suite 400 • Charleston, SC 29401
ycrlaw.com