RECEIVED
Mar 02 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM FAIRFIELD COUNTY
In the Court of Common Pleas

Donald B. Hocker, Circuit Court Judge

Appellate Case No. 2025-000930
Circuit Court Case No. 2023-CP-20-00374

Stephanie Pressley, as Personal Representative of the Estate of Gail Wright, ... Plaintiff,

v.

Ridgeway Manor Healthcare Center, LLC, Deborah Sparks, and James McCollum, ... Defendants,

of which

Ridgeway Manor Healthcare Center, LLC, Deborah Sparks, and James McCollum are the .... Appellants,

INITIAL REPLY BRIEF OF APPELLANTS RIDGEWAY MANOR HEALTHCARE CENTER, LLC, DEBORAH SPARKS, AND JAMES MCCOLLUM

Nosizi Ralephata (SC 72484)
E-mail: nralephata@grsm.com
Laura Paton (SC 74125)
E-mail: lpaton@grsm.com
Nicholas Gex (SC 102523)
E-mail: ngex@grsm.com
677 King Street, Suite 450
Charleston, SC 29403
Telephone: (843) 278-5900
Attorneys for Appellants Ridgeway Manor Healthcare Center, LLC, Deborah Sparks and James McCollum

TABLE OF CONTENTS

TABLE OF AUTHORITIES iv

INTRODUCTION 1

ARGUMENT 2

I. Respondent's arguments do not address the dispositive authority question. 2

A. Respondent's preservation arguments misstate the record and do not align with how appellate courts in this state view issue preservation. 2

i. Implied authority arguments are preserved. 4

ii. The Admission Agreement was always required for admittance. 5

iii. The broad authority granted to the Family Court by the APA is relevant to this appeal. 6

B. Respondent's assertion as to competency mischaracterizes the record and is irrelevant to the issue on appeal. 7

C. Respondent's constitutional framing does not alter the statutory authority analysis. 10

D. Respondent's Section I.D. argument is irrelevant and directly contradicted by South Carolina case law. 12

II. This appeal presents a pure legal authority question. 14

III. Turning to the merits, Respondent's substantive arguments regarding authority fail, as DSS had authority under the APA and the Family Court Order. 15

A. The APA gave DSS actual authority, both express and implied, to sign the Admission Agreement. 15

B. Respondent does not meaningfully engage with the actual and apparent authority derived from the Family Court's Order. 18

i. Actual express and implied authority from the Family Court Order. 18

ii. Respondent does not even address the apparent authority derived from the Family Court's Order. 20

C. Respondent's "facilitate admission" distinction is artificial and contradictory. 21

IV. Respondent's reliance on *Pace v. Lake Emory* is misplaced. 22

A. DSS in *Pace* was not ordered by the Family Court to place the resident in a facility. 22

B. Pace involved two separate contracts; this case does not. 24

C. *Pace* does not answer the question presented here. 24

CONCLUSION 25

TABLE OF AUTHORITIES

Page(s)

Cases

AT&T Mobility LLC v. Concepcion,
131 S. Ct. 1740 (2011) 22

Atl. Coast Builders & Contractors, LLC v. Lewis,
398 S.C. 323, 730 S.E.2d 282 (2012) 3, 7

Briggs v. Jackson,
275 S.C. 523, 273 S.E.2d 532 (1981) 19

Burch v. Burch,
395 S.C. 318, 717 S.E.2d 757 (2011) 19

Callawassie Island Members Club, Inc. v. Martin,
437 S.C. 148, 877 S.E.2d 341 (2022) 15

Coleman v. Mariner Health Care, Inc.,
407 S.C. 346, 755 S.E.2d 450 (2014) (Toal, C.J., dissenting) 12

Duke Energy Corp. v. S.C. Dep't of Revenue,
415 S.C. 351, 782 S.E.2d 590 (2016) 15

Gray v. PruittHealth-N. Augusta, LLC,
No. 2019-001102, 2024 WL 3688602 (S.C. Ct. App. Aug. 7, 2024) 14

Hackworth v. Bayview Manor, LLC,
No. 2019-001536, 2023 WL 2519244 (S.C. Ct. App. Mar. 15, 2023) 14

Hamm v. Cent. States Health & Life Co. of Omaha,
299 S.C. 500, 386 S.E.2d 250 (1989) 17

Herron v. Century BMW,
395 S.C. 461, 719 S.E.2d 640 (2011) 3, 7

Johnson v. Roberts,
422 S.C. 406, 812 S.E.2d 207 (Ct. App. 2018) 3

Kirven v. Lawrence,
244 S.C. 572, 137 S.E.2d 764 (1964) 20

Lampo v. Amedisys Holding, LLC,
445 S.C. 305, 914 S.E.2d 139 (2025) 22

Luis v. United States,
578 U.S. 5, 136 S. Ct. 1083, 194 L. Ed. 2d 256 (2016) (Thomas, J., concurring) 16

Pace v. Lake Emory Post Acute Care,
No. 2022-001059, 2024 WL 3441428 (S.C. Ct. App. July 17, 2024) 22, 23, 24, 25

S.C. Dep't of Transp. v. First Carolina Corp. of S.C.,
372 S.C. 295, 641 S.E.2d 903 (2007) 7, 10, 13, 16

State v. Cain,
419 S.C. 24, 795 S.E.2d 846 (2017) 5

State v. Cain,
78 S.C. 348, 58 S.E. 937 (1907) 17

State v. Russell,
345 S.C. 128, 546 S.E.2d 202 (Ct. App. 2001) 7

Thompson v. Pruitt Corp.,
416 S.C. 43, 784 S.E.2d 679 (Ct. App. 2016) 8

Unisun Ins. Co. v. Schmidt,
339 S.C. 362, 529 S.E.2d 280 (2000) 18

United States v. Helton,
944 F.3d 198 (4th Cir. 2019), *as amended* (Dec. 4, 2019) 17

Weldon v. Dominion Clemson, LLC,
No. 2023-000033, 2025 WL 1328815 (S.C. Ct. App. May 7, 2025) 14

Wilder Corp. v. Wilke,
330 S.C. 71, 497 S.E.2d 731 (1998) 3

Wilson et al. v. NHC Healthcare/Mauldin, LLC et al.,
2018-CP-23-00120 (Greenville Circuit Court June 21, 2018) 13

Wise v. Wise,
394 S.C. 591, 716 S.E.2d 117 (Ct. App. 2011) 23

Statutes

APA .... *passim*

S.C. Code Ann. § 38-3-110(1) 17

S.C. Code Ann. § 43-35-10(9) 17

S.C. Code Ann. §§ 43-35-10(9), -45(B) 17

S.C. Code Ann. § 43-35-45(B) 8, 11, 18, 19

Other Authorities

Rule 59(e), SCRCP 4, 7, 9, 10

Rule 268(d)(2), SCACR...14, 22, 23

INTRODUCTION

This appeal presents a narrow legal question: whether the South Carolina Department of Social Services ("DSS"), acting pursuant to the Adult Protection Act ("APA") and pursuant to the directive of a Family Court Order, possessed authority to execute the Admission Agreement necessary to effectuate Mrs. Wright's court-ordered placement into a licensed care facility.

Respondent's brief does not directly confront that question. Instead, Respondent advances unmeritorious preservation arguments, recharacterizes the record concerning competency, invokes constitutional rhetoric about jury-trial rights, and raises a wrongful-death theory the Circuit Court never reached. These arguments act only as distractions aimed at obfuscating the legal question presented to this Court. When Respondent's brief is stripped away of these red herrings, little remains that meaningfully engages with the merits.

The merits are straightforward. The APA confers broad authority upon the Family Court and DSS. The Family Court exercised that authority and expressly ordered that Mrs. Wright "shall be placed in a facility that meets her level of care." That Order necessarily carried with it the authority to complete the legal steps required to implement it. That authority—from both the APA and the Family Court's Order—flowed to DSS, enabling it to execute the Admission Agreement governing residency and care so Mrs. Wright could be placed in Appellants' facility. To hold otherwise would permit a court to command placement while denying the executing agency the authority necessary to carry out that command. This cannot be what the Legislature intended when drafting the APA and empowering the Family Court and DSS to protect vulnerable adults in this state. The Circuit Court erred in holding otherwise and should be reversed.

ARGUMENT[1]

I. Respondent's arguments do not address the dispositive authority question.

This appeal presents a purely legal question: whether DSS possessed authority under the APA and the Family Court's Order to execute the Admission Agreement. Rather than engage with this purely legal question, Respondent focuses on collateral matters designed to obscure that narrow inquiry.

Specifically, Respondent (1) repeatedly asserts that Appellants' arguments are unpreserved, (2) doubles down on a competency narrative that mischaracterizes the record, (3) invokes constitutional rhetoric that has no bearing on the statutory authority analysis, and (4) advances an alternative wrongful-death theory that does not align with South Carolina law. These arguments do not address the dispositive issue on appeal. They serve only to distract from it. Accordingly, for the reasons that follow, this Court should disregard these extraneous arguments.

A. Respondent's preservation arguments misstate the record and do not align with how appellate courts in this state view issue preservation.

Respondent repeatedly suggests that various arguments raised in Appellants' brief are "not preserved," "waived," or raised "for the first time on appeal." Resp't Br. at 7, 9–10. In making these various arguments, Respondent either misconstrues the record or misunderstands South Carolina's preservation rules. Indeed, notably, Respondent fails to cite or otherwise set forth the standard for issue preservation in South Carolina. Had she done so, it would have been abundantly clear all the issues raised in Appellants' brief are squarely before this Court.

---

[1] Appellants stand on and incorporate the arguments made in their initial brief. Because this appeal presents a question of statutory and agency authority subject to de novo review, this Reply focuses on specific arguments raised in Respondent's brief that warrant clarification for purposes of appellate analysis. The absence of a specific response to every contention advanced in Respondent's brief should not be construed as a concession or imply any strength as to those arguments.

In South Carolina, it is "axiomatic that an issue cannot be raised for the first time on appeal." *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). Rather, in order for an issue to be properly presented to an appellate court in South Carolina, that issue must have been raised to and ruled on by the trial judge. *Id.* In raising the issue to the trial judge, "the issue must be sufficiently clear to bring into focus the precise nature of the alleged error so that it can be reasonably understood by the judge." *Herron v. Century BMW*, 395 S.C. 461, 466, 719 S.E.2d 640, 642 (2011).

However, the Supreme Court of South Carolina "has cautioned that issue preservation 'is not a "gotcha" game aimed at embarrassing attorneys or harming litigants.'" *Johnson v. Roberts*, 422 S.C. 406, 411, 812 S.E.2d 207, 210 (Ct. App. 2018) (quoting *Atl. Coast Builders & Contractors, LLC v. Lewis*, 398 S.C. 323, 329, 730 S.E.2d 282, 285 (2012)), *aff'd,* 427 S.C. 258, 830 S.E.2d 910 (2019). Indeed, "a party is not required to use the exact name of a legal doctrine in order to preserve the issue" for appellate review. *Herron*, 395 S.C. at 466, 719 S.E.2d at 642. This is because, "[i]ssue preservation rules are designed to give the trial court *a fair opportunity to rule on the issues*, and thus provide" appellate courts a platform for meaningful review. *Id.* at 465, 719 S.E.2d at 642 (emphasis added).

Consequently, if there is any doubt as to whether an issue was properly preserved, appellate courts in South Carolina have erred on the side of caution and in favor of preservation. *See, e.g.*, *Johnson*, 422 S.C. at 412, 812 S.E.2d at 210 (finding an appellant preserved her arguments where the question of preservation was not entirely clear and noting "[i]n these situations, where the question of issue preservation is subject to multiple interpretations, any doubt should be resolved in favor of preservation" (quotation marks and citation omitted)), *aff'd,* 427 S.C. 258, 830 S.E.2d 910; *see also Atl. Coast Builders & Contractors, LLC*, 398 S.C. at 332, 730 S.E.2d at 287 (Toal,

C.J., concurring in result in part and dissenting in part) ("[A]n over-zealous application of appellate preservation rules denigrates the primary purpose of the judiciary, which is to serve the citizens and the business community of this state by settling disputes and promoting justice.").

Here, Respondent suggests (i) that Appellants' implied authority arguments are not preserved, (ii) that Appellants are claiming "for the first time" that the Admission Agreement which contained the arbitration provision was required before admission into the facility, and (iii) that reference to the APA's statutory powers conferred to the Family Court "should be rejected." Resp't Br. at 7, 9–10. These assertions, like most of Respondent's arguments, are distractions. None of these arguments should be seriously considered by this Court.

i. Implied authority arguments are preserved.

Regarding implied authority, Appellants clearly raised this issue to the Circuit Court. Indeed, Appellants argued in their Motion to Compel Arbitration that, at a minimum, DSS agents had "apparent and inherent authority" to execute the Admission Agreement. Mem. in Supp. of Mot. to Compel Arb. at 9–10, 14 (filed July 1, 2024). Appellants asserted that the powers given to an agent are coextensive with the business entrusted into their care, and that because DSS's actions were "incidental to" the authorized transaction of securing residential placement, the arbitration provision contained in the Admission Agreement was enforceable. *Id.* Furthermore, Appellants reiterated the implied authority argument in their Rule 59(e) motion, repeatedly arguing that DSS possessed implied or implicit authority to sign the Admission Agreement on behalf of Mrs. Wright. Mot. for Recons. at 2–3 (filed Aug. 29, 2024). Appellants contended the authority to take all necessary predicate acts for arranging living quarters—which naturally included executing all required admissions paperwork that happened to contain an arbitration provision—flowed from both the APA and Family Court Order. *Id.* Appellants also cited cases providing that the grant of

a general power implies all powers necessary to effectuate the purpose of that grant, referencing the predicate-act canon: "Authorization of an act also authorizes a necessary predicate act." *Id.*

To be sure, Appellants did not use the exact phrase "actual implied authority" below. But this is of no consequence: South Carolina courts consistently hold that appellate attorneys may reword and reframe arguments for purposes of clarity on appeal without violating issue preservation requirements. *See, e.g.*, *State v. Cain*, 419 S.C. 24, 34, 795 S.E.2d 846, 851 (2017) ("While a party may not argue one ground at trial and another ground on appeal, we do not require a party to use the same language on appeal as it did at trial." (citation modified)).[2] Respondent's position has no basis in South Carolina law and should not be taken seriously.

ii. The Admission Agreement was always required for admittance.

The same is true for Respondent's suggestion that Appellants are claiming "for the first time" that the Admission Agreement which contained the arbitration provision was required before admission into the facility. Resp't Br. at 9–10. Appellants explicitly characterized the Admission Agreement—which includes the arbitration provision—as "**mandatory** documents for admission." Mem. in Supp. of Mot. to Compel Arb. at 2 (emphasis added); *see also id.* at 4 (noting DSS workers signed "various **required** agreements and documents in connection with Mrs. Wright's admission" (emphasis added)); Mot. for Recons. at 1 (arguing "DSS had the authority to execute all **necessary** paperwork for Mrs. Wright's admission" (emphasis added)); *see also id.* at 2 (arguing the Circuit Court's order ignores all "actions that **must** be taken to ensure that living

[2] In *Cain*, the defendant used different terminology on appeal than at trial, employing the term "potential yield" to describe methamphetamine production capacity. Our Supreme Court found this permissible because "regardless of the labels used by Cain, his argument on appeal was the same argument repeatedly raised to and ruled upon by the trial court." *Cain*, 419 S.C. at 36, 795 S.E.2d at 853. The Court emphasized that the substance of the argument—that theoretical yield testimony was insufficient evidence of quantity—remained consistent despite the different language. *Id.*

quarters and skilled nursing is arranged **including**, but not limited to, **the execution of admissions paperwork**" (emphasis added)); *Id.* at 3 ("To procure living quarters in the Defendants' skilled nursing facility, the admissions contract must be executed *en toto*.").

Respondent's position appears to be that Appellants needed to argue that both the Admissions Agreement and the arbitration provision were mandatory. Appellants' position below consistently treated the arbitration provision *as part of* the required admission paperwork to effectuate placement; it was not an optional, free-floating waiver detached from the Admission Agreement. *See* Mot. to Compel Arb. Hr'g Tr. 9:24–10:6 (July 5, 2024) ("You don't get to go into a secure nursing facility without signing the facility agreement. **And in that agreement on page 10, there's an arbitration provision, no signature, no placement.** I would argue that DSS was [given the authority by the Family Court Order] to execute documents that had to be signed in order to get her a bed at that facility." (emphasis added)). Putting aside Respondent's attempt to engage in semantics, the preservation point is the same: Appellants presented to the Circuit Court the legal theory that DSS's authority necessarily encompassed execution of the Admission Agreement in full, including the arbitration provision. This was clearly preserved.

iii. The broad authority granted to the Family Court by the APA is relevant to this appeal.

Respondent also attacks Appellants' analogy to other court-ordered deprivations of rights (e.g., involuntary commitment) as "not raised" below. Resp't Br. at 7 n.2. But an illustrative analogy is not a separate "issue" requiring preservation; it is a rhetorical tool used to illuminate the scope and nature of the APA's grant of authority to the Family Court. And, because the Family Court ordered Mrs. Wright be placed in a facility, that authority flowing from the APA to the Family Court is directly relevant to DSS's court-ordered authority. The preserved issue remains whether DSS's authority under the APA and the Family Court Order includes the authority

necessary to accomplish placement—including execution of the Admission Agreement. Appellants preserved that issue in both their motion to compel and their Rule 59(e) motion.

Again, South Carolina's issue preservation rules are "not a 'gotcha' game aimed at embarrassing attorneys or harming litigants," but rather merely a mechanism to ensure trial judges are given a full and fair opportunity to rule on an issue in the first instance. *See Atl. Coast Builders & Contractors, LLC*, 398 S.C. at 329, 730 S.E.2d at 285; *Herron*, 395 S.C. at 465, 719 S.E.2d at 642. There are no "magic words" required to preserve issues for appeal. *See State v. Russell*, 345 S.C. 128, 132, 546 S.E.2d 202, 204 (Ct. App. 2001) (finding issue was preserved even though defendant did not use exact words "corpus delicti" in his request for a directed verdict); *see also S.C. Dep't of Transp. v. First Carolina Corp. of S.C.*, 372 S.C. 295, 302–03, 641 S.E.2d 903, 907 (2007) (finding that although SCDOT did not phrase objection in the exact terms used in the issues on appeal, the objection was sufficiently specific to allow the trial judge to rule on the issue).

Respondent's constant suggestion that arguments polished by appellate counsel are somehow unpreserved reflects a misapprehension of preservation law and appears to be aimed at evading the merits rather than engaging them. The record confirms that the authority arguments advanced here were raised, argued, and ruled upon below. This Court should decline Respondent's invitation to convert straightforward legal questions into semantic exercises about preservation.

B. Respondent's assertion as to competency mischaracterizes the record and is irrelevant to the issue on appeal.

Respondent repeatedly asserts the Circuit Court "found" Mrs. Wright mentally competent and that Appellants "conceded" competency below. *See* Resp't Br. at 1, 2, 3, 6, 7, 8, 12, 14, 17, 18. This is another red herring argument that this Court should disregard for three reasons.

First**,** Appellants' position below did not depend on Mrs. Wright's competency, nor does it now. The issue is not whether Mrs. Wright was competent; it is whether DSS—acting pursuant

to statutory authority and the Family Court Order—possessed authority to sign the Admission Agreement for Mrs. Wright's placement in the Facility. Thus, Respondent's repeated emphasis on competency is yet another distraction aimed at reframing this appeal as a factual dispute about mental competency contrary to the legal issue presented. That recharacterization ignores the practical implications of Respondent's position, which would produce untenable and absurd results.

Notably, the APA has already addressed this issue squarely: the Family Court does not need to seek the consent of the vulnerable adult—regardless of competency—to order that vulnerable adult into protective custody, emergency services, or "other relief as necessary to protect the vulnerable adult." S.C. Code Ann. § 43-35-45(B) ("The family court may order ex parte that the vulnerable adult be taken into emergency protective custody *without the consent* of the vulnerable adult or the guardian or others exercising temporary or permanent control over the vulnerable adult[.]" (emphasis added)).[3] Thus, where, as here, the Family Court orders placement into a care facility, mental competency does not stand as a roadblock to the command of the Court. Stated another way, Respondent's focus on competency assumes consent of the vulnerable adult is required if competency is established. The APA explicitly states otherwise.[4]

---

[3] It is worth highlighting that the APA makes it clear that the Family Court need not seek the consent of *anyone* to do what is necessary to protect the vulnerable adult.

[4] In any event, as argued in Appellants' initial brief, even assuming Mrs. Wright was competent—as Plaintiff contends—her conscious or voluntary inaction during the admission process created the apparent authority necessary for DSS to execute the Admission Agreement which included the arbitration provision. *See* Appellants' Br. at 27–28; *Cf. Thompson v. Pruitt Corp.*, 416 S.C. 43, 55, 784 S.E.2d 679, 686 (Ct. App. 2016) (finding a dementia patient was *incapable* of creating apparent authority for purposes of signing an arbitration agreement, as "her incapacity prevented her from 'consciously or impliedly' representing another to be her agent").

Second**,** in any event, the Circuit Court did not make a factual finding as to Mrs. Wright's competency. Indeed, at the Rule 59(e) reconsideration hearing, *Respondent's own counsel* explicitly acknowledged this fact:

> The Court ultimately said in the order that they didn't make a -- *there was no finding of whether Mrs. Wright was competent or not competent*. It only stated that they -- the defendants didn't contest that Mrs. Wright was competent at the time of her omission [sic]. Regardless, doesn't matter because DSS doesn't have the authority to bind a resident to an arbitration agreement and waive a constitutional right.

Rule 59(e) Hr'g Tr. 15:11–17 (Mar. 25, 2025) (emphasis added).

Appellants agree with Respondent's above characterization at the Rule 59(e) hearing. The Circuit Court noted that Respondent *argued* Mrs. Wright was mentally competent and that "defendants do not contest" competency at admission. Order Denying Mot. to Compel Arb. at 2 (Aug. 19, 2024). There was no evidentiary hearing on competency, no medical testimony, and no credibility findings. Yet, now, Respondent's brief repeatedly reframes the Circuit Court's order as if the court affirmatively determined Mrs. Wright was competent and made that finding dispositive. Respondent seeks to have her cake and eat it too by acknowledging below that no competency finding was made, while arguing contradictorily on appeal that there was such a finding. At best, Respondent's characterization overstates the record; at worst, it contradicts Respondent's own representation at the Rule 59(e) hearing.

Third**,** Appellants did not "concede" that Mrs. Wright was competent. This, again, is a mischaracterization of the record. To the extent competency was discussed, Appellants argued in the alternative:

> And finally, with respect to Ms. Wright's competency, I'm arguing in the alternative. If in fact, a lien [sic] into the plaintiff's argument that Ms. Wright is competent, if we accept that on its face, then there's no reason to believe that she absolutely could not have given agency verbally to the DSS workers as they've attested to on the document that they had expressed permission from her in order to do it. If in fact she wasn't competent, then the APA and the judge's order gave

> them the authority. Either which way you cut it, whichever way in the alternative I argue, the -- the person's putting pen to paper on behalf of Mrs. Wright did, in fact, I would argue, have authority to do so for her. Thank you, sir.

See Rule 59(e) Hr'g Tr. 17:24–18:11. Alternative argument is not concession, and Appellants explicitly clarified their position directly to the Circuit Court. The Circuit Court's statement that Appellants "did not contest" competency does not transform a legal strategy into a stipulation, nor does it establish that competency was litigated and decided as a factual issue.[5]

Accordingly, the authority analysis does not turn on mental competency. It turns on whether DSS possessed the authority necessary to implement the Family Court's explicit directive to place Mrs. Wright in a facility. That question is one of statutory and agency authority, not competency.

C. Respondent's constitutional framing does not alter the statutory authority analysis.

Respondent repeatedly frames this case as one involving the "waiver of a constitutional right to a jury trial," suggesting that DSS's execution of the Admission Agreement somehow implicates heightened constitutional concerns. By elevating arbitration into a constitutional flashpoint, Respondent attempts to obscure the statutory authority question actually before this Court. This Court should ignore this framing for three reasons.

First, Respondent's repeated invocation of the "right to a jury trial" does not transform the authority question presented on appeal into a constitutional one. Again, at issue on appeal is a statutory interpretation question. As Appellants pointed out in their initial brief, the APA gives sweepingly broad authority to the Family Court and DSS to protect vulnerable adults. Indeed, that

---

[5] Appellants raised the issue as to what appeared to be the Circuit Court's reliance on competence because that reliance—to the extent it occurred—was erroneous and legally irrelevant as to the statutory interpretation issue. Appellants do not endeavour to argue over facts that were never established below, especially where, as here, there was <u>not an evidentiary hearing</u> on competence.

authority permits the Family Court and DSS to restrict liberty interests far more substantial than the selection of a dispute-resolution forum. *See, e.g.*, S.C. Code Ann. § 43-35-45(B) ("The family court may order ex parte that the vulnerable adult be taken into emergency protective custody *without the consent* of the *vulnerable adult* or *the guardian* or *others exercising temporary or permanent control* over the vulnerable adult[.]" (emphasis added)).

Instead of engaging with this point, Respondent hand waves this away as "not the same thing" and argues this point is "not preserved." *See* Resp't Br. at 9 n.3. But Appellants cited to the statute and the powers granted to DSS and the Family Court to illustrate the extremely broad and sweeping powers the Legislature conferred via the APA. Respondent appears to continuously lose sight of the fact that the issue of statutory interpretation (which is clearly preserved) requires looking to the statute itself and what powers it conveys. If the Legislature has authorized the Family Court to order DSS to take an adult *into custody without consent* and arrange for appropriate living quarters, it cannot be that DSS lacks authority to execute the standard admission contract necessary to accomplish that placement merely because that contract contains an arbitration provision.[6]

Second, the Circuit Court's reasoning—and Respondent's defense of it—rests on the premise that DSS may not "waive" a constitutional jury-trial right on behalf of a vulnerable adult. But that framing puts the cart before the horse. Whether DSS could "waive" anything depends on whether it had authority to execute the Admission Agreement in the first place—the precise legal question this appeal presents. Respondent's approach sidesteps that threshold inquiry, likely

[6] Consequently, Respondent's suggestion that the Mrs. Wright's court appointed attorney or her Guardian *ad Litem* needed to sign the Admission Agreement holds little weight. *See* Resp't Br. at 6. The Family Court does not need to seek consent from those parties to order a vulnerable adult into protective custody, emergency services, or "other relief as necessary to protect the vulnerable adult." *See* S.C. Code Ann. § 43-35-45(B).

because defending the proposition that DSS lacked authority to execute admission paperwork is difficult to reconcile with the APA and the Family Court's Order.

Finally, related to this, the presence of an arbitration provision does not narrow the APA's authority. If DSS had statutory and court-ordered authority to execute the Admission Agreement necessary to effectuate placement, then the arbitration provision stands or falls with the rest of that contract. It is not subject to special constitutional scrutiny as Respondent continues to imply. As Chief Justice Toal warned in *Coleman*, the FAA preempts precisely the kind of arbitration-specific skepticism reflected in Respondent's rhetoric. *See Coleman v. Mariner Health Care, Inc.*, 407 S.C. 346, 358–59, 755 S.E.2d 450, 457 (2014) (Toal, C.J., dissenting) (citing *Perry v. Thomas*, 482 U.S. 483, 492 n.9, 107 S. Ct. 2520, 2527 n.9 (1987) and *AT&T Mobility LLC v. Concepcion*, 131 S. Ct. 1740, 1747–48 (2011)). Arbitration clauses may not be singled out for disfavored treatment under state law. Respondent's construction of the APA would do exactly that.

This appeal is not a referendum on constitutional rights. The Family Court's Order placing Mrs. Wright in protective custody already involved the exercise of state authority over individual rights. The question here is narrower: whether DSS possessed the authority to execute the Admission Agreement required to carry out that judicial directive. Respondent's constitutional reframing does not answer that question.

D. Respondent's Section I.D. argument is irrelevant and directly contradicted by South Carolina case law.

Respondent devotes a section of her brief (Section I.D.) to the proposition that DSS cannot waive statutory beneficiaries' rights to pursue wrongful death claims. Resp't Br. at 13–14. This is yet another red herring argument this Court should ignore because: (1) it is not relevant to what is presented in this appeal and, (2) in any event, it is legally incorrect.

First, Respondent's Section I.D. argument is irrelevant to this appeal because it raises a claim-specific question of arbitrability—*i.e.*, whether particular causes of action fall within the scope of an arbitration agreement—which the Circuit Court never reached. It bears repeating what is before this Court on appeal: whether DSS possessed authority under the APA and the Family Court's Order to execute the Admission Agreement. The Circuit Court denied arbitration because it concluded DSS lacked authority to execute the arbitration provision within that Admission Agreement. The Circuit Court did not hold that wrongful death claims are categorically non-arbitrable, nor did it conduct a scope analysis of whether statutory beneficiaries were bound. Like most of Respondent's arguments, this argument attempts to muddy the issue on appeal and draw focus on something that has no bearing on the legal question presented to this Court.

Second, in any event, Respondent's position is contrary to controlling authority. Indeed, South Carolina courts have repeatedly rejected the premise that wrongful-death claims are categorically exempt from arbitration where the decedent would have been bound. For example, in *Dean v. Heritage Healthcare of Ridgeway, LLC*, the South Carolina Supreme Court made clear that "courts may not refuse to compel arbitration simply because a wrongful death claim is involved." 408 S.C. 371, 378 n.3, 759 S.E.2d 727, 731 n.3 (2014).

Despite unequivocally clear case law from our Supreme Court, Respondent relies on *Wilson et al. v. NHC Healthcare/Mauldin, LLC et al.*, 2018-CP-23-00120 (Greenville Circuit Court June 21, 2018), an unpublished Circuit Court order that is not binding or even persuasive authority, for her position. Resp't Br. at 14. Notably, the identical language used in *Wilson* to deny arbitration has been squarely rejected by this Court. *Compare Wilson*, Order at 7 (Exhibit 9 to Pl.'s Mem. in Opp'n) (asserting that even if the daughter had authority to sign, "the Arbitration Agreement is unenforceable against the Decedent's wrongful death statutory beneficiaries under

South Carolina contract law defenses") *with Gray v. PruittHealth-N. Augusta, LLC*, No. 2019-001102, 2024 WL 3688602, at *4 (S.C. Ct. App. Aug. 7, 2024) (noting "we are unclear what 'contract law defenses' are referenced here, and no case or statutory provision is cited in the order" and then relying on *Dean* to reject the Circuit Court's alternative holding because courts may not refuse to compel arbitration "simply because a wrongful death claim is involved").[7] Indeed, this Court has repeatedly applied that principle in wrongful death and survival actions arising from nursing-home admissions. *See, e.g.*, *Weldon v. Dominion Clemson, LLC*, No. 2023-000033, 2025 WL 1328815, at *1–2 (S.C. Ct. App. May 7, 2025) (recognizing arbitration applies in wrongful death/survival context and remanding for proper stay); *Gray*, No. 2019-001102, 2024 WL 3688602, at *4 (reversing order denying motion to compel arbitration in wrongful death case); *Hackworth v. Bayview Manor, LLC*, No. 2019-001536, 2023 WL 2519244, at *1 (S.C. Ct. App. Mar. 15, 2023) (reversing denial of motion to compel arbitration in wrongful death action and remanding for arbitration).

Ultimately, instead of engaging with the actual issue presented on appeal, Respondent devotes briefing to a legally unsound alternative theory regarding beneficiaries' rights. It, like most of Respondent's arguments, is a distraction from the legal question presented on appeal and should be ignored.

II. This appeal presents a pure legal authority question.

Respondent's brief muddies the waters and shifts focus away from what is before this Court. This appeal does not present an arbitrability question or a constitutional rights question.

[7] Because Respondent insists on relying on unpublished opinions from a circuit judge in contravention to Rule 268(d)(2), SCACR, Appellants respectfully feel compelled to point to this Court's unpublished opinions which directly contradict Respondent's arguments.

Nor does it present a factual issue concerning mental competency, despite what Respondent now asserts on appeal.

Rather, the sole issue on appeal is whether DSS possessed authority under the APA and the Family Court's Order to execute the Admission Agreement governing Mrs. Wright's residency and care. That determination turns on statutory interpretation and agency principles—questions of law reviewed de novo. *Duke Energy Corp. v. S.C. Dep't of Revenue*, 415 S.C. 351, 355, 782 S.E.2d 590, 592 (2016); *Callawassie Island Members Club, Inc. v. Martin*, 437 S.C. 148, 157, 877 S.E.2d 341, 345 (2022) ("This Court applies de novo review to questions of law, so it need not defer to the determination of the court below.").

III. Turning to the merits, Respondent's substantive arguments regarding authority fail, as DSS had authority under the APA and the Family Court Order.

As Appellants noted in their initial brief, authority falls into one of three buckets: express actual authority, implied actual authority, or apparent authority. Appellants' Br. at 8–10. Respondent does not meaningfully engage with these nuanced distinctions; rather, Respondent's brief attempts to reframe the authority analysis through issue preservation assertions, irrelevant factual issues, and semantic recharacterizations of DSS's powers. None of those arguments alter the central point: DSS possessed authority—actual and apparent—to execute the Admission Agreement necessary to effectuate the **<u>court-ordered</u>** placement.

A. The APA gave DSS actual authority, both express and implied, to sign the Admission Agreement.

Respondent does not and cannot deny that the APA and the Family Court Order conferred express authority upon DSS to place Mrs. Wright in a care facility. That express actual authority is the foundation from which the scope of DSS's implied actual authority must be measured.

Instead of engaging with that analysis, Respondent argues that Appellants waived implied

actual authority and relied on "inapposite authority."[8] Resp't Br. at 9–11. Respondent's implied authority argument fails for three reasons.

First, as already argued above, implied authority was clearly raised below. Appellants argued that the authority to order and effectuate placement necessarily includes the authority to execute the documents required to accomplish that placement. This argument is preserved.

Second, Respondent's dismissal of Appellants' statutory-interpretation authorities as "inapposite" misunderstands the issue. Resp't Br. at 10–11. This appeal turns on statutory interpretation and agency authority. Citations explaining how statutory grants of power *include* the implied authority to carry out a statutory objective are not "inapposite"—they are directly on point.

But, as evidenced by Section I. above, Respondent avoids the core issue of statutory interpretation on appeal. Indeed, nowhere does Respondent meaningfully engage with the language of the APA, the statute's purpose of protecting vulnerable adults, the practical mechanics of placement in a care facility, or the principle that a grant of authority necessarily includes the incidental acts necessary to effectuate it. Instead, Respondent simply labels the authorities "inapposite" and moves on.

When the Legislature grants authority to accomplish an objective, it necessarily includes the authority to take the acts reasonably required to accomplish that objective. *See Luis v. United States*, 578 U.S. 5, 26, 136 S. Ct. 1083, 1097, 194 L. Ed. 2d 256 (2016) (Thomas, J., concurring) ("[W]henever a power is given by a statute, everything necessary to the making of it effectual or

---

[8] Respondent also confusingly argues that Appellants "cite no legal authority" and assert "without support" that DSS possessed implied authority. Resp't Br. at 9–10. It is difficult to square this assertion with the plethora of case law cited in the implied authority sections in Appellants' initial brief, much less the irony in Respondent subsequently arguing that Appellants relied on "inapposite authority" in making arguments.

requisite to attain the end is implied." (citation omitted)).[9] The authority to *place* a vulnerable adult in a facility necessarily includes the authority to execute the *placement contract*. Respondent's contrary position rests on an artificially narrow view of statutory authority—one that grants DSS the power to place a vulnerable adult in a facility but denies it the power to execute the very contract required to accomplish that placement. A plain reading of the APA does not support such a limitation.

Third, Respondent's attempt to cabin implied actual authority so that it excludes the legal steps required for facility admission finds no support in the statutory text.

The APA grants authority to provide protective services, including arranging residential placement. S.C. Code Ann. §§ 43-35-10(9), -45(B). Nothing in the statute suggests DSS may transport a vulnerable adult to a facility, but it is powerless to execute the agreement required for admission. *See* S.C. Code Ann. § 43-35-10(9) (noting protective services "*include*, but are not limited to" the listed services (emphasis added)). The Legislature's use of deliberately nonrestrictive language reflects an intent to confer DSS broad authority, enabling the agency to perform all actions reasonably required to protect vulnerable adults under its care. *See United States v. Helton*, 944 F.3d 198, 206 (4th Cir. 2019) (explaining the use of the term "include" is ordinarily the introductory term for an incomplete list of examples; thus, its use is "afforded a presumption of nonexclusively in statutory interpretation"), *as amended* (Dec. 4, 2019).

---

[9] *See also Hamm v. Cent. States Health & Life Co. of Omaha*, 299 S.C. 500, 506, 386 S.E.2d 250, 254 (1989) (holding the Insurance Commissioner had the implied authority to order a refund of money collected under an unlawful rate, as this authority arose as a reasonably necessary implication from the Commissioner's duty to regulate rates under S.C. Code Ann. § 38-3-110(1)); *State v. Cain*, 78 S.C. 348, 58 S.E. 937, 938 (1907) (reasoning the power to purchase liquors in bulk and retail them through county dispensaries necessarily included the power to bottle the liquors through such agencies as the board deemed best because the statutory language was broad enough to implicitly establish this power).

Respondent's theory would permit DSS to transport Mrs. Wright to the facility's door, but not to complete the paperwork required to admit her. The APA does not support that cramped interpretation. *See Unisun Ins. Co. v. Schmidt*, 339 S.C. 362, 368, 529 S.E.2d 280, 283 (2000) (noting courts decline statutory interpretations that would produce outcomes so absurd that the legislature could not have intended them, or that would undermine the statute's evident purpose).

Notably, Respondent never explains how placement of a vulnerable adult like Mrs. Wright could occur without execution of the Admission Agreement. This is because Respondent's position on implied actual authority is irreconcilable with the APA's text and protective purpose.

B. Respondent does not meaningfully engage with the actual and apparent authority derived from the Family Court's Order.

Respondent's authority arguments generally fail to differentiate between the authority granted directly to DSS by the APA and the authority granted to the Family Court by the APA. Indeed, Respondent's authority arguments collapse the APA and the Family Court's Order into a single, undifferentiated source of power. That framing obscures a critical point: DSS was acting under <u>two</u> distinct but complementary grants of authority: (1) statutory authority under the APA and (2) a direct judicial order issued by the Family Court. As a result, Respondent does not confront the actual authority (express and implied) and the apparent authority that flowed to DSS from the Family Court Order.

i. Actual express and implied authority from the Family Court Order.

The APA grants authority to *both* DSS and the Family Court to act on behalf of vulnerable adults. As Appellants noted in their initial brief, the authority granted by the APA to the Family Court to protect vulnerable adults is exceedingly broad. Appellants' Br. at 11, 13–14, 20–22; *see, e.g.*, S.C. Code Ann. § 43-35-45(B) ("The family court may order ex parte that the vulnerable adult be taken into emergency protective custody *without the consent* of the vulnerable adult[.]"

(emphasis added)). Indeed, the APA does not limit the Family Court's ability to order necessary relief to vulnerable adults in South Carolina. *See* S.C. Code Ann. § 43-35-45(B) ("The court also may order emergency services or other relief as necessary to protect the vulnerable adult."). The APA's statutory grant is expansive and operates alongside the already vast and well-settled inherent powers courts within this state possess. *See Burch v. Burch*, 395 S.C. 318, 331, 717 S.E.2d 757, 764 (2011) (noting "it is settled law in South Carolina that courts have the inherent power to do all things reasonably necessary to insure that just results are reached to the fullest extent possible" (citation modified)).

Here, the Family Court exercised that broad authority granted by the APA. The court did not merely authorize services; it ordered that, "The Defendant Gail Wright **shall** be placed in a facility that meets her level of care." Family Court Order at 3 (S.C. Fam. Ct. May 18, 2021) (emphasis added) (Exhibit 1 to Pl.'s Mem. in Opp'n). That is a judicial directive stemming from a statutory grant of power—not a discretionary authorization.

When the Legislature grants authority to accomplish a statutory objective, it necessarily includes the authority to perform the acts required to make that objective effective. This is doubly true when the authority is placed within the sound discretion of a South Carolina court. *See, e.g.*, *Briggs v. Jackson*, 275 S.C. 523, 528, 273 S.E.2d 532, 535 (1981) (holding that the court's authority to order the sale of property to pay attorney's fees in a partition action was implicit under the statute and within the discretion of the court). Thus, the Family Court's authority to order placement implicitly includes the authority to complete the legal steps required to effectuate that placement, and that implied actual authority flowed directly to DSS once the Family Court ordered placement. Stated another way, the Family Court is endowed with authority by the APA, which, in this case, was given to DSS via its Order directing Mrs. Wright to be placed in a facility.

Nevertheless, Respondent argues that the authority derived from the APA does not empower "any random person employed by DSS" to do what occurred here. Resp't Br. at 8. But this was not some "random" DSS employee exercising free-floating administrative discretion; it was DSS carrying out a judicial command. Placement in the facility could not occur without execution of the Admission Agreement governing residency and care. The express and implied actual authority flowing from the Family Court's Order therefore carried with it the authority necessary to complete that admission process. To hold otherwise would permit a court to order placement while denying the agency charged with implementing that order the authority to carry it out. Neither the APA nor the Family Court's directive supports such a result.

ii. Respondent does not even address the apparent authority derived from the Family Court's Order.

Appellants argued in the alternative that even if this Court were to question the scope of DSS's actual authority (express or implied), DSS was given the apparent authority to enter into the Admission Agreement pursuant to the Family Court Order directing placement. Appellants Br. at 22–24.

As argued in Appellants' initial brief (Section I.C.), the elements of apparent authority are easily met. Indeed, it is difficult to imagine a clearer manifestation of authority from a principal than a *judicial order* charging a *state agency* with completing a specific custodial task that is *mandated by a state statute*. Thus, from the facility's perspective, DSS was cloaked with the apparent authority to effectuate the court-ordered placement, including execution of the standard admission paperwork governing residency. *See generally Kirven v. Lawrence*, 244 S.C. 572, 581, 137 S.E.2d 764, 768 (1964) (holding a court appointed receiver "was cloaked with the apparent authority of the Court to perform certain acts in accordance with such Order").

Respondent does not even address this argument, effectively conceding that DSS had the

apparent authority from the Family Court Order to execute the Admission Agreement. Respondent's position ultimately reduces to this: DSS had authority to place Mrs. Wright in a facility, but not to sign the contract required to admit her. That theory should be rejected because it cannot be squared with the APA's text, the Family Court's Order, or basic principles of agency and statutory construction.

C. Respondent's "facilitate admission" distinction is artificial and contradictory.

Respondent attempts to avoid the logical consequence of her position by asserting that DSS may "facilitate admission" but may not execute certain "legal acts." Resp't Br. at 12. That distinction collapses under minimal scrutiny.

An Admission Agreement is a contract. Signing a contract is a legal act. If DSS has authority to effectuate placement, it necessarily has authority to execute the contract that creates the placement relationship. This case can be boiled down to a single question: Does DSS have authority to sign an Admission Agreement to effectuate a vulnerable adult's placement in a care facility pursuant to a Family Court Order authorizing DSS to do so? Respondent does not answer that question directly, because the answer is yes.

Respondent attempts to wriggle out of this simple conclusion by drawing a line between "administrative acts necessary to secure care" and "legal acts." But admission to a nursing facility is accomplished through execution of a legal agreement governing residency, care, and regulatory compliance. There is no non-legal path to placement.

Additionally, Respondent attempts to isolate the arbitration provision as something uniquely different from the rest of the Admission Agreement. But the United States Supreme Court and the South Carolina Supreme Court have repeatedly rejected that approach, as arbitration provisions must be placed "on an equal footing with all other contracts, and enforce them according

to their terms." *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339, 131 S. Ct. 1740, 1745–46 (2011) (citation modified); *Lampo v. Amedisys Holding, LLC*, 445 S.C. 305, 317, 914 S.E.2d 139, 146 (2025) ("The FAA requires that courts treat arbitration agreements the same as all other contracts—no more, no less." (citation omitted)).

Respondent's position necessarily treats arbitration as something categorically different from the rest of the Admission Agreement—something that DSS may not execute even if it may execute every other contractual term governing placement. That is precisely the arbitration-specific skepticism the United States Supreme Court and the South Carolina Supreme Court forbid.

IV. Respondent's reliance on *Pace v. Lake Emory* is misplaced.

Throughout her brief, Respondent relies heavily on *Pace v. Lake Emory Post Acute Care*, No. 2022-001059, 2024 WL 3441428 (S.C. Ct. App. July 17, 2024), an unpublished decision of this Court. Respondent's reliance on *Pace* violates South Carolina's appellate rules and should be rejected for that reason alone. *See* Rule 268(d)(2), SCACR (noting unpublished opinions "have no precedential value and should not be cited"). In any event, this Court should not rely on Respondent's arguments involving *Pace* because (1) the scope of the Family Court Order differs drastically, (2) the structure of the admission and arbitration documents is categorically different, and (3) even if *Pace* was a published decision, it does not resolve the issue presented in this appeal.

A. DSS in *Pace* was not ordered by the Family Court to place the resident in a facility.

Pace did not involve a Family Court explicitly ordering DSS to place the vulnerable adult (Earl Pace) in a care facility. Indeed, *Pace* did not address the Family Court emergency custody order because it was not relevant to the authority question presented in that appeal. The appellate record in that case reflects that the order merely granted custody and medical-care authority; it did not contain a placement order. Specifically, the Family Court Order in *Pace* provided only:

THEREFORE, IT IS ORDERED that:

1. DSS shall retain custody of Earl Pace.
2. A hearing on the merits will be held on August 7, 2014.
3. Plaintiff may request assistance from any and all law enforcement officers and agencies, which assistance shall then be provided to aid plaintiff in providing such services.
4. SCDSS shall have the right to provide such routine and emergency medical care as may be required, right of access to all necessary records, and for such other and further relief as the court may deem just and proper.
5. Any funds received by or on behalf of Earl Pace shall be redirected to the facility in which he is placed.
6. A guardian ad litem and an attorney shall be appointed for the adult.

IT IS SO ORDERED

Pace, Record on Appeal at 266–67 (filed July 12, 2023).[10]

Thus, the order in *Pace* granted DSS custody and the right to provide medical care. Notably, the order did not state that DSS "shall place" Mr. Pace in a facility. Instead, it gave DSS custody and the legal authority/flexibility to provide routine and emergency care as required, and to use Mr. Pace's funds to pay the facility "in which he is placed"—indicating an expectation that placement *may* occur but not making such placement an explicit court-ordered mandate. In other words, DSS retained *discretion* on how to provide services.

That is fundamentally different from this case, where the Family Court expressly ordered: "The Defendant Gail Wright **shall** be placed in a facility that meets her level of care." Family Court Order at 3 (emphasis added). DSS was not merely granted discretion to provide services as it was in *Pace*. Instead, here, it was directed to place Mrs. Wright in an appropriate facility. That directive necessarily required DSS to secure admission to a licensed facility, which in turn required

[10] Because Respondent improperly relies on *Pace* in contravention to Rule 268(d)(2), SCACR, the record on appeal in *Pace* is relevant to combat Respondent's characterization of that case. In any event, this Court can "take judicial notice of its own records, files, and proceedings for all proper purposes including facts established in its records." *Wise v. Wise*, 394 S.C. 591, 601, 716 S.E.2d 117, 122 (Ct. App. 2011) (citation modified).

execution of the Admission Agreement.

In *Pace*, the Court of Appeals was not confronted with a judicial placement mandate. It evaluated DSS's authority in a discretionary-care context. This distinction matters. Authority to retain custody and provide medical care is not the same as a judicial directive requiring placement in a facility meeting a defined level of care. Respondent's reliance on *Pace* ignores that dispositive difference.

B. Pace involved two separate contracts; this case does not.

Pace is further distinguishable because the arbitration agreement in that case was a separate, standalone document. *Pace*, 2024 WL 3441428, at *5 (noting counsel admitted there were <u>two documents</u> and that the arbitration agreement was "a separate document that was signed in conjunction with his admission"). Thus, the arbitration agreement in *Pace* was not integrated into the admission contract, nor was admission contingent upon its execution. *See id.*

The present case is materially different. The arbitration provision here is part of the Admission Agreement governing residency and care for the reasons outlined in Appellants' initial brief. Appellants' Br. at 30–33. Respondent's attempt to analogize this integrated contract to the bifurcated documents in *Pace* disregards the very features this Court relied upon in *Pace*.

C. *Pace* does not answer the question presented here.

Most importantly, *Pace* does not resolve the core question in this appeal: When DSS is expressly ordered by a Family Court to place a vulnerable adult in a facility meeting her level of care, does it possess authority to execute the Admission Agreement required to effectuate that placement?

In *Pace*, the Court of Appeals was not confronted with a judicial placement directive and did not analyze authority in that posture. *Pace*, 2024 WL 3441428, at *1–5. Nor did it confront an

integrated Admission Agreement containing arbitration provisions as part of the governing contract. *Id.*

Respondent's attempt to treat *Pace* as dispositive glosses over these critical distinctions. Even if considered persuasive, *Pace* does not control the materially different statutory and factual circumstances presented here.

CONCLUSION

For all of the foregoing reasons, Appellants respectfully request that the Circuit Court's denial of the underlying motion be reversed and that arbitration be compelled.

Respectfully submitted,

Dated: March 2, 2026

GORDON REES SCULLY MANSUKHANI

By s/*Nosizi Ralephata*
Nosizi Ralephata (SC 72484)
E-mail: nralephata@grsm.com
Laura Paton (SC 74125)
E-mail: lpaton@grsm.com
Nicholas Gex (SC 102523)
E-mail: ngex@grsm.com
677 King Street, Suite 450
Charleston, SC 29403
Telephone: (843) 278-5900

Attorneys for Appellants Ridgeway Manor Healthcare Center, LLC, Deborah Sparks and James McCollum

RECEIVED
Mar 02 2026
SC Court of Appeals

PROOF OF SERVICE

I, the undersigned of the law offices of Gordon Rees Scully Mansukhani LLP, attorneys for Appellants Ridgeway Manor Healthcare Center, LLC, Deborah Sparks and James McCollum, do hereby certify that I have served all parties to this appeal with a copy of the pleading(s) specific below by emailing them at the addresses below:

Pleading(s): Reply of Appellants Ridgeway Manor Healthcare Center, LLC, Deborah Sparks, and James McCollum

Parties Served:

RICHARDSON THOMAS, LLC

Chris Moore (SC 77934)
Email: chris@richardsonthomas.com

Grace Babcock (SC 105714)
Email: grace@richardsonthomas.com

DESSAUSURE LAW FIRM, P.A.

Tony Dessausure (SC 11562)
Email: tony@dessausurelaw.com

Attorneys for Respondent

By: *s/Nosizi Ralephata*

March 2, 2026