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Mar 25 2026

SC Court of Appeals

Exhibit A

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Stéfanie Seixas-Mikelus, M.D.

Petitioner,

v.

Tenet Healthcare Corporation, Tenet Physician Resources, LLC, and East Cooper Physician Network, LLC.

Respondents.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO.: 2023-CP-10-03391

ORDER DENYING VACATUR AND CONFIRMING ARBITRAL AWARD

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Petitioner's and Respondents' cross-motions to vacate and to confirm the arbitration award in this matter, respectively, came before this Court on December 18, 2024. James Atkinson Bruorton IV appeared on behalf of Petitioner Stéfanie Seixas-Mikelus, M.D. Carmen Harper Thomas appeared on behalf of Respondents. Desa Ballard appeared on behalf of Arbitrator Kristine L. Cato. Johnston Cox appeared on behalf of Harry F. Cato. Bill Wood appeared on behalf of Nelson Mullins Riley & Scarborough, LLP. The motions before this Court present the question of whether the mutually agreed-upon Arbitrator Kristine L. Cato demonstrated evident partiality in favor of the Respondents such that the underlying arbitral award in favor of Respondents must be vacated. Petitioner's motion to vacate also includes a motion to conduct limited discovery and an evidentiary hearing pertaining to her motion.

BACKGROUND

Petitioner is a urologist with specialization in robotics-based treatment. The parties entered into a five-year employment agreement and opened Petitioner's urology practice June 1, 2019. Petitioner began seeing patients in July of 2019. Eighteen months thereafter, in December of 2021, the parties began to have disagreements on material terms in Petitioner's employment agreement. Respondents terminated her employment without cause that same month pursuant to the parties' agreement. Petitioner initiated arbitration proceedings against Respondents in July of 2022. In her Demand for Arbitration, Petitioner brought claims for breach of contract, breach of implied covenant of good faith and fair dealing, and wrongful termination in violation of public policy.

The parties mutually selected Kristine L. Cato, Esq. to arbitrate the claims. Arbitration hearings on the matter took place on February 1 and 2, and March 1, 2023. On May 26, 2023, Arbitrator Cato issued a Final Award finding that Petitioner failed to meet the burden of proof as to any claims and entered judgment in favor of Respondents.

Following the issuance of the Final Award on July 13, 2023, Petitioner filed this Motion to Vacate Arbitration Award. Respondents removed the matter to the United States District Court on August 11, 2023, and the federal court remanded it to the Circuit Court on April 30, 2024. Respondents filed their Motion to Confirm Arbitration Award September 19, 2024.

In her Motion to Vacate, Petitioner claims that Arbitrator Cato made untruthful, incomplete and misleading disclosures in the materials provided to Petitioner for her assessment. Specifically, Petitioner claims that Arbitrator Cato failed to appropriately disclose or downplayed her professional and business relationship with Nelson Mullins Riley & Scarborough LLP (“Nelson Mullins”), the law firm representing Respondents in the arbitration. The nexus of that relationship is Arbitrator Cato’s husband, Harry F. Cato, a non-attorney government relations consultant who has a contractual relationship with Nelson Mullins pursuant to which he provides consulting services to certain of Nelson Mullins’ clients. Petitioner also claims that Arbitrator Cato failed to update her disclosures and inform the parties of her election to the Board of Directors of Lexington Medical Center on March 1, 2023.

STANDARD OF REVIEW

The preference for the arbitration of legal disputes is well established in South Carolina. *Batten v. Howell*, 300 S.C. 545, 547, 389 S.E.2d 170, 172 (1990). *See Waldo v. Cousins*, 442 S.C. 662, 664, 901 S.E.2d 276, 278 (2024) (acknowledging the rare and narrow basis the court may disturb an arbitration award). “Upon application of a party, the court shall vacate an award where: [t]here was evident partiality by arbitrator appointed as a neutral or corruption in any of the arbitrators or misconduct prejudicing the rights of any party.” S.C. Code Ann. §15-48-130 (a)(2).¹ “The language of the statute requires the party seeking vacatur to demonstrate ‘that a reasonable person would have to conclude that an arbitrator was partial to the other party to the arbitration.’”

¹ As Respondents note in their Opposition to Petitioner’s Motion to Vacate Arbitration Award, Petitioner moves to vacate the judgment pursuant to S.C. Code Ann. §15-48-130 (a)(2) of the South Carolina Uniform Arbitration Act. Respondents argue the Federal Arbitration Act (“FAA”), applied to this dispute, the relevant section of which is 9 U.S.C. §10. Respondents further note that either section sets a standard of evident partiality for vacatur of an arbitral award. The South Carolina Supreme Court has incorporated the FAA test for evident partiality as described in *Crouch Const. Co. v. Causey*, 405 S.C. 155, 165-66, 747 S.E.2d 482, 487-88 (2013).

Crouch Const. Co., Inc. v. Causey, 405 S.C. 155, 168, 747 S.E.2d 482, 489 (2013) (citing *ANR Coal Co. v. Cogentrix of North Carolina*, 173 F.3d 493 (4th Cir. 1995)). “The party asserting bias ‘must establish specific facts that indicate improper motives on the part of an arbitrator.’” *Id.* (citing *Freeman v. Pittsburgh Glass Works, LLC*, 709 F.3d 240, 253 (3d Cir. 2013)).

“A court should examine four factors to determine if a claimant has demonstrated evident partiality: (1) the extent and character of the personal interest, pecuniary or otherwise, of the arbitrator in the proceeding; (2) the directness of the relationship between the arbitrator and the party he is alleged to favor; (3) the connection of that relationship to the arbitration; (4) the proximity in time between the relationship and the arbitration proceeding.” *ANR Coal*, 173 F.3d at 500 (quoting *Consolidation Coal Co. v. Local 1643, United Mine Workers of America*, 48 F.3d 125, 130 (4th Cir. 1995)).

“The word ‘evident’ suggests that the [FAA] requires more than a vague appearance of bias. The arbitrator’s bias must be sufficiently obvious that a reasonable person would easily recognize it.” *Crouch Const. Co.*, 405 S.C. at 166 (internal citations omitted). The *Crouch Const. Co.* court explicitly rejects an “appearance-of-bias” standard in favor of a standard in which a party seeking vacatur must demonstrate that a reasonable person would have to conclude that an arbitrator was partial to the other party in the arbitration. *Id.* (internal quotations and citations omitted). The movant carries a heavy burden to meet this onerous standard. *Crouch Const. Co.*, 405 S.C. at 168.

ANALYSIS

A. Evident Partiality

In this case, Petitioner has not met the onerous burden required to vacate the arbitrator’s award. Specifically, she has not demonstrated to the Court the specific facts as required in *Crouch Const. Co.*, to satisfy the evident-partiality standard. In her motion for vacatur, Petitioner cites two alleged examples of evident partiality on the part of Arbitrator Cato:

1. In her disclosures provided to the parties in connection with her selection as arbitrator in this case, Arbitrator failed to adequately disclose the nature of her husband’s relationship with the law firm representing the Respondents in the arbitration.
2. A failure on the part of Arbitrator Cato to update her disclosures during the pendency of the arbitration to reflect her appointment to the Board of Directors of Lexington Medical Center.

The three disclosures in Arbitrator Cato's disclosure document Petitioner alleges are untruthful, incomplete and/or misleading are as follows:

3. *Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work?* Answer: NO.

5. *Have you had any professional or social relationship of which you are aware with any relative of any of the parties to this proceeding, or any relative of counsel to this proceeding, or any of the witnesses identified to date in the proceeding?* Answer: NO.

14. *Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?* Answer: YES. Comments: Indirectly. My husband is a government relations consultant and contracts with Nelson Mullins to perform some governmental relations consulting for some of their clients, although NOT the defendant in this matter. He is not an attorney and provides consulting and lobbying work only. This will not affect my ability to act impartially in this matter.

15. *Are you aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality?* Answer: NO.

In *Crouch Const. Co.*, the South Carolina Supreme Court drew a distinction between a violation of the South Carolina Code of Ethics for Arbitrators and a factual showing that justifies vacating an arbitration award. *Crouch Const. Co.*, 405 S.C. at 164. This Court is not suggesting there was a breach of the applicable code of ethics, and that issue is not before the Court, although it is referenced in Petitioner's expert affidavit submitted in connection with her motion to vacate. Rather, this Court notes the distinction to underscore the appropriate standard of review to be applied to the decision of whether or not to vacate an arbitration award on the basis of evident partiality.

Conducting an analysis of evident partiality requires a court to examine four factors as to both of Petitioner's allegations of bias. They are:

1. The extent and character of the personal interest, pecuniary or otherwise, of the arbitrator in the proceeding;

2. The directness of the relationship between the arbitrator and the party she is alleged to favor;
3. The connection of that relationship to the arbitration; and
4. The proximity in time between the relationship and the arbitration proceeding.

Turning to each allegation of acts or omissions Petitioner's have alleged against Arbitrator Cato in this case, the Court examines the four factors as to each.

1. Relationship to Respondents' Law Firm

Petitioner has not alleged any significant personal interest of Arbitrator Cato in this proceeding. The record reflects no relationship or personal interest in or with any party to the proceeding or otherwise. The Petitioner's complaint is centered on Arbitrator Cato's spousal relationship with Harry Cato, who is a non-lawyer contractor for the law firm representing Respondents in this matter. His work is in the area of governmental relations, and he did not represent any of the Respondents in his contracted work.

This is not a "non-disclosure" case as to her spousal relationship, as the court decided in *Crouch Const. Co.* Arbitrator Cato specifically indicated that she had an indirect relationship with the case participants to the extent of her relationship with her husband, as described above. Petitioner alleges Arbitrator Cato downplayed the extent of her husband's affiliation with Respondents' law firm. Once Petitioner was on notice of the affiliation during the arbitrator selection process, however, she had ample opportunity to conduct due diligence on the nature, extent, and character of Harry Cato's affiliation with Respondents' law firm, including but not limited to his office address, website biography, and the length of his affiliation with the law firm. The record does not reflect any contemporaneous objections to Arbitrator Cato's selection to arbitrate this case or any further investigation into her indirect connection to Respondents' law firm.

The connection of the relationship to the arbitration is tenuous at best. The "indirect" relationship, as Arbitrator Cato characterized it, consists of her relationship with her husband, who serves as a non-lawyer contractor for Respondents' law firm. In that capacity, he represents various clients before governmental bodies, but notably had no representational relationship with the parties to the arbitration. The proximity-in-time factor was contemporaneous, inasmuch as Harry Cato served as a contractor for Nelson Mullins during the arbitration, but that timing is

immaterial to the Court's analysis as to whether the relationship between Arbitrator Cato and Respondents' law firm established evident partiality. It did not.

2. *Arbitrator Cato's Election to the Lexington Medical Center Board of Directors*

Arbitrator Cato's election to the Board of Directors of Lexington Medical Center did not give rise to any demonstrable evident partiality in this case. That role did not confer any personal interest in the arbitration. Lexington Medical Center had no role whatsoever in the underlying arbitration. Furthermore, it had no bearing on any relationship Arbitrator Cato had, however attenuated, with Respondents in this matter. The Court does not find any connection between that relationship and the arbitration. Finally, Arbitrator Cato's election to the Lexington Medical Center Board of Directors occurred well into the arbitration proceedings.

B. Petitioner's Request for Limited Discovery and Evidentiary Hearing

In connection with her Motion to Vacate, Petitioner seeks an evidentiary hearing as well as limited discovery, including, but not limited to the issuance of various subpoenas, which have been subject to motions to quash. Respondents object, as have various parties to whom subpoenas have been issued.

"Arbitration proceedings are summary in nature to effectuate the national policy of favoring arbitration, and they require 'expeditious and summary hearing, with only restricted inquiry into factual issues.'" *O.R. Securities, Inc. v. Professional Planning Associates, Inc.*, 857 F.2d 742 (11th Cir. 1988)(citing *Legion Insurance Co. v. Insurance General Agency, Inc.*, 822 F.2d 541, 543 (5th Cir.1987) (quoting *Moses H. Cone Memorial Hospital v. Mercury Construction Corp.*, 460 U.S. 1, 22, 103 S.Ct. 927, 940, 74 L.Ed.2d 765 (1983)).

The Court finds the record before it sufficient to determine whether or not Petitioner has satisfied her burden of demonstrating evident partiality on the part of Arbitrator Cato. As to the indirect connection with Respondents' law firm, Petitioner had notice and opportunity to inquire further into that connection prior to Arbitrator Cato's selection as arbitrator in this case, and potentially decline to select her to arbitrate the case. Therefore, the Court declines to permit additional discovery or evidentiary hearings on that issue. *O.R. Securities, Inc.*, 857 F.2d 742, 749. As to the issue of Arbitrator Cato's service on the Lexington Medical Center's Board of Directors, Petitioner must establish more than an appearance-of-bias. She has not alleged facts sufficient to demonstrate that Arbitrator Cato's election to the Lexington Medical Center's Board of Directors meets the required evident-partiality standard as detailed in this Order and the

supporting case law. Likewise, Arbitrator Cato's failure to update her disclosures to reflect her election to that board of directors did not establish evident partiality under the standard the Court is required to employ. This Court declines to permit additional discovery or an evidentiary hearing on that issue.

CONCLUSION

The Court hereby orders the following in this matter for the reasons stated hereinabove:

1. Petitioner Stéfanie Seixas-Mikelus' Motion to Vacate Arbitration Award is **DENIED**;
2. Respondents' Motion to Confirm Arbitration Award pursuant to S.C. Code Ann. §15-48-120 is **GRANTED**;
3. Judgment shall be **ENTERED** pursuant to S.C. Code Ann. §15-48-150;
4. Petitioner's Motion for Leave to Conduct Limited Discovery is **DENIED**, including any subpoenas or discovery requests issued prior to the hearing in this matter;
5. Petitioner's Motion for an Evidentiary Hearing is **DENIED**; and
6. Each party shall bear their own costs and fees.

[Electronic Signature Page Follows.]



Charleston Common Pleas

Case Caption: Stefanie Seixas Mikelus VS Tenet Healthcare Corporation ,
defendant, et al
Case Number: 2023CP1003391
Type: Order/Other

IT IS SO ORDERED!

s/ J. Derham Cole, Jr. 2789

Stefanie Seixas Mikelus
PLAINTIFF(S)

Tenet Healthcare Corporation 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 matter was before the Court on Petitioner's motion to vacate an arbitral award. Respondents moved to confirm the arbitral award and have judgment entered thereon.

The Court, via separate order to be filed contemporaneously herewith, finds in favor of Respondents. The arbitral award is confirmed and judgment entered in favor of Respondents Tenet Healthcare Corporation, Tenet Physician Resources, LLC, and East Cooper Physician Network, LLC.

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 02/25/2026 .

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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.



Charleston Common Pleas

Case Caption: Stefanie Seixas Mikelus VS Tenet Healthcare Corporation ,
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Type: Order/Electronic Form 4

IT IS SO ORDERED!

s/ J. Derham Cole, Jr. 2789