

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

Mary Gray, by and through her Attorney-In-Fact, Thomas W. Cox,

Plaintiff,

v.

Dominion Anderson, LLC d/b/a Dominion Senior Living of Anderson, and Dominion Senior Living, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2024-CP-04-01069

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SC Court of Appeals

ORDER CONFIRMING ARBITRATION AWARD AND DENYING PLAINTIFF'S MOTION TO ENFORCE TERMS OF OFFER OF JUDGMENT

This matter is before the Court on Plaintiff's Motion to Confirm Award and Enforce Terms of Offer of Judgment. Defendants did not oppose Plaintiff's application to confirm the January 14, 2026 award by the arbitrator but did oppose Plaintiff's motion to enforce the terms of the offer of judgment. The parties briefed the issues, and this Court heard arguments on the motion on February 11, 2026.

I. PROCEDURAL HISTORY AND RELEVANT FACTS

Plaintiff commenced a civil action in the Court of Common Pleas for Anderson County on May 21, 2024 (Civil Action No. 2024-CP-04-01069) alleging that she fell and sustained injuries when she was a resident in the memory care unit at Dominion Anderson. On August 6, 2024, Plaintiff filed and served an Offer of Judgment in the amount of \$350,000.00 pursuant to S.C. Code Ann. § 15-35-400 and Rule 68, SCRCF. Defendants did not accept the offer. On August 9, 2024, the Court entered a consent order referring the case to binding arbitration and staying the

litigation. The arbitration hearing was conducted on January 6-8, 2026. On January 14, 2026, the arbitrator issued an award in favor of Plaintiff which exceeded \$350,000. On January 29, 2026, Plaintiff filed a motion in this Court to confirm the arbitration award and enforce the terms of the offer of judgment. (The arbitrator's decision and award was filed under seal to preserve confidentiality.) Plaintiff never asked the arbitrator to enforce the terms of the offer of judgment. Defendants opposed the motion to enforce the terms of the offer of judgment but did not oppose the motion to confirm the arbitration award.

II. LEGAL ANALYSIS

Plaintiff asks the Court to confirm the arbitrator's award under the South Carolina Uniform Arbitration Act, S.C. Code Ann. §§ 15-48-10 *et seq.* ("UAA"). However, the UAA does not apply to a "claim arising out of personal injury, based on contract or tort." S.C. Code Ann. § 15-48-10(b). Since Plaintiff's claim arises out of a personal injury, the UAA does not apply to the parties' arbitration agreement or to the arbitration conducted in this matter. Instead, the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), applies. Plaintiff's civil action was appropriately stayed upon the consent motion of the parties in accordance with the FAA. *See* 9 U.S.C. § 3. Upon Plaintiff's application, this Court may confirm the arbitrator's award pursuant to the FAA. *See* 9 U.S.C. § 9.

In confirming an arbitration award, the Court does not adjudicate the underlying dispute but only gives legal effect to the binding resolution the parties obtained through arbitration by entering a judgment or decree making the arbitrator's award enforceable. The "confirmation of an arbitration award is a summary proceeding that merely makes what is already a final arbitration award a judgment of the court." *Teamsters Loc. 177 v. United Parcel Serv.*, 966 F.3d 245, 248 (3d Cir. 2020) (citing *Florasynth, Inc. v. Pickholz*, 750 F.2d 171, 176 (2d Cir. 1984)). Here, Plaintiff has applied to this Court for an order confirming the arbitrator's award and Defendants

do not oppose the motion to confirm the award. Accordingly, the Court finds that the award should be confirmed.

Defendants oppose Plaintiff's motion to enforce the terms of the offer of judgment, which was filed on August 6, 2024, three days before the Plaintiff's court case was referred to binding arbitration and the litigation was stayed. Defendants argue that Plaintiff's offer of judgment is inapplicable to this arbitration because an arbitration proceeding is not a civil action. S.C. Code 15-35-400 and Rule 68 of the South Carolina Rules of Civil Procedure govern offers of judgment in South Carolina. Rule 68 states that any "party in a civil action...may file...a written offer of judgment..." SCRCP 68 (emphasis added). S.C. Code Ann. Section 15-35-400 provides, "...after commencement of any civil action...any party may...file with the clerk of the court a written offer of judgment..." S.C. Code Ann. § 15-35-400 (emphasis added). By the plain terms of both the statute and the court rule, offers of judgment apply only to civil actions.

Arbitration is fundamentally distinct from a civil action. "[A]rbitration is not litigation carried on by other means. It is intended to be, and it is, an alternative means for resolving disputes without the cost and delay of a lawsuit." *White v. Preferred Research, Inc.*, 315 S.C. 209, 212, 432 S.E.2d 506, 508 (Ct. App. 1993). The South Carolina Court of Appeals reaffirmed the principle in *Lauro v. Visnapuu*: "Arbitration is not litigation carried on by other means but is an alternative means for resolving disputes without the cost and delay of a lawsuit." 351 S.C. 507, 516, 570 S.E.2d 551, 555 (Ct. App. 2002) (citing *White, supra*). Federal courts also consistently distinguish between arbitration proceedings and civil actions, treating arbitration as an alternative dispute resolution mechanism that operates outside of the court system. In *Morrison v. Colorado Permanente Medical Group, P.C.*, the court held, "Arbitration is an alternative dispute resolution mechanism designed to avoid the need for filing a civil action or to resolve a civil action.

Moreover, cases and statutes discuss consistently the terms ‘arbitration’ and ‘civil action’ in a manner that leaves no doubt that arbitration is a creature separate from, and not just a form of civil action.” 983 F. Supp. 937, 944 (D. Colo. 1997).

When Plaintiff’s civil court case was referred to binding arbitration, the litigation was stayed pending resolution of the matter by means of arbitration, an alternative dispute resolution mechanism, not a civil action. This Court finds that the offer of judgment rule is inapplicable to arbitration because arbitration is not a civil action. Therefore, Plaintiff’s motion to enforce the terms of the offer of judgment is denied.

III. DECISION

The arbitrator’s award, filed with the Court under seal, is CONFIRMED, and Plaintiff’s motion to enforce the terms of the offer of judgment is DENIED.



Anderson Common Pleas

Case Caption: Mary Gray , plaintiff, et al VS Dominion Anderson Llc , defendant, et al
Case Number: 2024CP0401069
Type: Order/Other

s/R. Scott Sprouse, Judge #2752

Tenth Judicial Circuit