

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

C. A. NO: 2025-CP- 07-01983

COUNTY OF BEAUFORT

Anthony Cambria as Personal Representative of the Estate of Justine Noreen Cambria, Anthony Cambria in his individual capacity, Michael Cambria, and Christina Cambria,

**ORDER DENYING DEFENDANTS' MOTION TO COMPEL ARBITRATION**

Plaintiffs,

vs.

**RECEIVED**

**Jun 10 2026**

National Healthcare Corporation, NHC Healthcare/Bluffton, LLC. and Jennifer Myers,

**SC Court of Appeals**

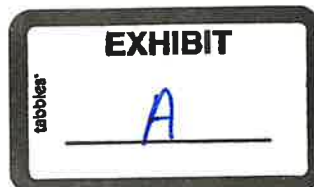
Defendants.

**WHEREFORE**, this matter came before me on January 8, 2026 (“Hearing”), to address Defendants’ Motion to Compel Arbitration. Based upon the allegations set forth in Plaintiff’s complaint, Defendants’ Motion, and the arguments made by counsel at the Hearing, I find that Defendants’ Motion to Compel Arbitration must be denied as follows:

**BACKGROUND**

On or about November 16, 2023, Plaintiffs made the difficult decision to move their wife/mother, Noreen, into a new assisted living facility given the high level of care that she needed at the time. At the time, Noreen was non-verbal and under hospice care. The family decided to move her to NHC Bluffton because her prior facility could no longer meet her needs, and they wanted her to receive the highest level of care possible.

Plaintiff Anthony Cambria had a Power of Attorney (“POA”) that allowed him to sign documents on Noreen’s behalf. In his capacity as POA, Plaintiff Anthony Cambria signed an



Arbitration Agreement that was contained in a packet of admission documents on November 14, 2023, two days prior to her admission. The Arbitration Agreement contained a provision indicating that the Patient/Patient's Legal Representative may rescind the agreement withing thirty (30) calendar days of signing the agreement.

On November 22, 2023, the family was informed by Noreen's hospice caretakers that she was declining and that it was clear that Noreen would pass away soon. Plaintiffs Michael and Christina Cambria attempted to contact the nurses at NHC for information about their mother. The family was unable to reach anyone at NHC Bluffton who knew what was going on with their mother, so Michael drove to the facility and arrived at approximately 3:30am. Michael asked to be let in. A nurse denied Michael access to the building. Defendant Myers called 911 to complain about Michael's presence. Sadly, Noreen passed away alone in her room at some point during the time that the family was trying to reach her and/or when her son Michael was in the parking lot of the facility.

Plaintiffs filed this lawsuit on August 19, 2025, asserting claims against Defendants for Intentional Infliction of Emotional Distress/Outrage, Negligence, and Breach of Contract. Defendants filed this Motion to Compel Arbitration on October 2, 2025, arguing that the Arbitration Agreement governed the dispute between the parties.

At the Hearing Defendant argued that the case is subject to arbitration because 1) Plaintiff Anthony Cambria had authority to execute the Arbitration Agreement, 2) the Arbitration Agreement is a valid and enforceable agreement, 3) that all Plaintiffs are subject to and bound by the Arbitration Agreement, and that 4) that no contract defenses invalidate the Arbitration Agreement. Plaintiff argued that the case should not be subject to arbitration because 1) the Arbitration Agreement is not a valid and enforceable agreement, 2) the Arbitration Agreement

does not contain necessary terms to be an agreement to arbitrate, 3) that the FAA does not apply because the transaction did not involve interstate commerce, 4) that to enforce the Arbitration Agreement would be unconscionable, the agreement was made under duress, and the enforcing the agreement would violate public policy, 5) that the Arbitration Agreement does not apply to the claims asserted by the Plaintiff because the claims center on outrage, and 6) that the Arbitration Agreement does not apply to the claims asserted by the decedent's family members because they were not signatories to the agreement.

### DISCUSSION

The Court finds that Defendant's Motion to Compel Arbitration must be denied for the following reasons.

The Arbitration Agreement does not Apply to the claims asserted by Plaintiffs. Both state and federal policy favor arbitration of disputes and unless a court can say with positive assurance that the arbitration clause is not susceptible to any interpretation that covers the dispute, arbitration should generally be ordered. *Aiken v. World Fin. Corp.*, 373 S.C. 144, 149, 644 S.E.2d 705 (2007) (citing *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596-97, 553 S.E.2d 110, 118-19 (2001)). However, arbitration is a matter of contract, and a party cannot be required to submit to arbitration any dispute which he has not agreed to submit. *Id.* "Given these principles, courts generally hold that broadly-worded arbitration agreements only apply to disputes in which a "significant relationship" exists between the asserted claims and the contract in which the arbitration clause is contained. *Id.* In *Aiken* the South Carolina Supreme Court enunciated an exception to arbitration agreements. If conduct is unforeseeable to the parties and outrageous in nature, then the dispute is not arbitrable. *Id.* at 151.

In *Aiken*, the plaintiff sued a finance company for the acts of its employees. The plaintiff alleged causes of action for outrage, emotional distress, negligence, negligent hiring and negligent supervision as well as unfair trade practices, arising from the finance company's former employees' misuse of the plaintiff's personal information and embezzled money. In that case, Aiken obtained a series of consumer loans from World Finance beginning in 1997 and continuing through late 1999. He paid off his last loan in 2000. With Aiken then sued World Finance, the employer of the former embezzling employees. The Court stated:

Because even the most broadly-worded arbitration agreements still have limits founded in general principles of contract law, this Court will refuse to interpret any arbitration agreement as applying to outrageous torts that are unforeseeable to a reasonable consumer in the context of normal business dealings .... in this case, we find the theft of Aiken's personal information by World Finance employees to be outrageous conduct that Aiken could not possibly have foreseen when he agreed to do business with World Finance. Consequently, in signing the agreement to arbitrate, Aiken could not possibly have been agreeing to provide an alternate forum for settling claims arising from this wholly unexpected tortious conduct. Accordingly, we hold that Aiken's claims for unanticipated and unforeseeable tortious conduct by World Finance's employees are not within the scope of the arbitration agreement with World Finance.

*Id.*

This case involves outrageous torts alleged to have been committed by Defendants that could not have been foreseen by the Cambria's when Plaintiff Anthony Cambria signed the Arbitration Agreement when admitting Noreen to NHC. The claims against Defendants do not center around injury or death caused by improper or inadequate care but rather stem from Defendant's allegedly outrageous decision to deny Noreen access to her family, and her family access to her, in her final hours of life. Plaintiffs' claims are based on the tortious nature of Defendants' alleged disregard for Noreen's dignity and alleged lack of respect for what is important to a family during a loved one's final hours. The Court finds that Plaintiff Anthony

Cambria couldn't have possibly contemplated this unexpected allegedly tortious conduct when he signed the Arbitration Agreement and therefore the claims asserted in case are not within the scope of the agreement.

IT IS SO ORDERD that Defendant's Motion to Compel Arbitration is denied.

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The Honorable Donald B. Hocker



Beaufort Common Pleas

**Case Caption:** Anthony Cambria , plaintiff, et al VS National Healthcare Corporation , defendant, et al  
**Case Number:** 2025CP0701983  
**Type:** Order/Compel

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167

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