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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

Maite Murphy, Circuit Court Judge

Case No. 2022-CP-38-00525

Court of Appeals Case No. 2025-000296

Unpublished Opinion No. 2026-UP-260 (S.C. Ct. App. filed June 3, 2026)

Supreme Court Case No. 2026-002102

Beverly Vaughn, as Personal Representative of the Estate of Loris Paris, …….Respondent,

v.

Saint Matthews Healthcare, LLC; Melissa Kizer; Melissa Davis; and Angela Smith Teliha,
Defendants, of which Saint Matthews Healthcare, LLC; Melissa Kizer; and
Melissa Davis are the ……Petitioners.

RESPONSE TO PETITION FOR A WRIT OF CERTIORARI

Pursuant to Rule 242(f), SCACR

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STATEMENT OF THE CASE

Loris Paris was admitted to Saint Matthews Healthcare, LLC ("Facility") in April 2019. Years before her admission, Ms. Paris had executed a Durable Power of Attorney naming her daughter, Beverly Vaughn ("Ms. Vaughn"), as her attorney-in-fact. Critically, the power of attorney was a *springing* power of attorney, and it did not become effective until Ms. Paris was deemed to be "mentally incompetent or incapacitated." A physician certification confirming Ms. Paris's incapacity was not executed until April 16, 2019.

On April 12, 2019, four days before the physician certification, Ms. Vaughn (who was living out of state and could not be present) contacted the Facility's Admissions Director, Cindy Reck, and arranged for her brother, George Paris ("Mr. Paris"), to complete admissions paperwork. Mr. Paris signed the Admission Agreement on April 12, 2019. At the request of the Facility, he returned on April 15, 2019, and signed the Arbitration Agreement, a day before the physician certification establishing Ms. Vaughn's authority as attorney-in-fact.

Respondent Beverly Vaughn, as Personal Representative of Ms. Paris' estate, filed this action in the Orangeburg County Court of Common Pleas on April 8, 2022, alleging deficient care and treatment of her mother at the Facility. Petitioners moved to compel arbitration. Following limited discovery and a hearing, the circuit court denied the motion by order dated November 13, 2024. The circuit court denied Petitioners' Rule 59(e) motion on January 23, 2025. The Court of Appeals affirmed in an unpublished opinion, No. 2026-UP-260, filed June 3, 2026, holding that Mr. Paris lacked actual authority to execute the Arbitration Agreement because the springing power of attorney had not yet come into effect when he signed it, and that the Admission Agreement and Arbitration Agreement did not merge. The Court of Appeals denied rehearing on August 24, 2026. Petitioners now seek certiorari.

ARGUMENT

This Court's certiorari jurisdiction under Rule 242 is discretionary. The typical bases for granting certiorari: the need to resolve a conflict in decisions of the Court of Appeals, the presence of a significant constitutional question, or the need to address a legal issue of significant public interest are not present in this case. The Court of Appeals correctly applied well-settled South Carolina agency law to the specific facts before it; and therefore, certiorari should be denied.

I. THE COURT OF APPEALS CORRECTLY AFFIRMED THE CIRCUIT COURT BECAUSE THE RECORD SUPPORTS THE FINDING THAT MR. PARIS LACKED ACTUAL AUTHORITY TO EXECUTE THE ARBITRATION AGREEMENT.

Petitioners argue the Court of Appeals erred in finding that Mr. Paris lacked actual authority. That argument fails due to the specific type of power of attorney at issue and the undisputed timing of events in this case.

A. The Springing Power of Attorney Did Not Become Effective Until April 16, 2019, the Day After Mr. Paris Signed the Arbitration Agreement.

The power of attorney executed by Ms. Paris was a springing power of attorney that expressly conditioned Ms. Vaughn's authority on Ms. Paris being "mentally incompetent or incapacitated." As a matter of black-letter law, a springing power of attorney does not confer authority until the triggering condition occurs. *Stott v. White Oak Manor, Inc*., 426 S.C. 568, 828 S.E.2d 82, 87 (Ct. App. 2019).

The undisputed record establishes that the Physician Certification establishing Ms. Paris' incapacity, the triggering event for the springing power of attorney, was not executed until April 16, 2019. Mr. Paris signed the Arbitration Agreement on April 15, 2019. One day before the power of attorney sprang into effect, Ms. Vaughn had no authority to act as her mother's attorney-in-fact and, therefore, had no authority to delegate to Mr. Paris.

Petitioners contend that clinical records from April 12, 2019, establish that Ms. Paris was already factually incompetent before the physician certification was issued. This argument asks the Court to look past the triggering mechanism in the power of attorney, physician certification of mental incompetence or incapacity, and rely instead on a post-hoc assessment of clinical records. The Court of Appeals did not err in declining this invitation. The parties to the power of attorney agreed to tie Ms. Vaughn's authority to a formal medical event, and that event had not occurred when Mr. Paris signed. Petitioners cannot now rewrite the instrument's activation clause simply because the underlying condition may have existed earlier.

Moreover, Petitioners' own admission that Ms. Vaughn testified she "Absolutely" was the person who should have been signing documents at the time of her mother's admission does not establish that the power of attorney had legally sprung. Ms. Vaughn's subjective belief about her authority cannot satisfy an express contractual and statutory condition precedent.

B. Ms. Vaughn Could Not Sub-Delegate Authority She Did Not Yet Possess, and Mr. Paris Had No Independent Authority to Execute the Arbitration Agreement.

Even accepting for argument's sake that Ms. Vaughn had authority to act as her mother's attorney-in-fact on April 15, 2019, she could not lawfully sub-delegate to Mr. Paris the specific authority to waive Ms. Paris' right to a jury trial. Authority to execute a legal agreement waiving constitutional rights is not encompassed within general authority to complete admission paperwork. South Carolina law requires that apparent and actual authority be traceable to specific manifestations by the principal. *Richardson v. PV, Inc.*, 383 S.C. 610, 615, 682 S.E.2d 263, 265 (2009); *Eadie v. H.A. Sack Co.*, 322 S.C. 164, 171, 470 S.E.2d 397, 401 (Ct. App. 1996).

Ms. Vaughn told Ms. Reck that Mr. Paris could complete "admissions paperwork" for Ms. Paris' admission. The Facility itself, as Petitioners concede, designated the Arbitration Agreement

as a separate, optional instrument that was not a precondition to admission. A general authorization to complete admission paperwork cannot, as a matter of law, encompass delegation of authority to execute a separate legal contract permanently waiving constitutional rights. The power of attorney would have permitted Ms. Vaughn to arbitrate on Ms. Paris' behalf had it been effective; it does not follow that Ms. Vaughn could informally sub-delegate that power to Mr. Paris through a general oral instruction about admissions paperwork.

C. The Court of Appeals Correctly Found No Apparent Authority Because Ms. Reck's Subjective Belief Cannot Substitute for Manifestations by the Principal.

Apparent authority depends upon manifestations by the *principal* to the third party, not the third party's subjective assumptions. *Eadie*, 322 S.C. at 171, 470 S.E.2d at 401; *R & G Const., Inc. v. Lowcountry Reg'l Transp. Auth.*, 343 S.C. 424, 433, 540 S.E.2d 113, 118 (Ct. App. 2000). Under South Carolina law, a court looks to what the principal (either Ms. Paris or Ms. Vaughn as attorney-in-fact) communicated to the Facility to determine whether apparent authority existed.

Ms. Reck's testimony that she *believed* Mr. Paris was authorized to sign all admissions documents is a statement about her own state of mind, not about any communication from the principal. The principal (Ms. Paris) made no representations. Ms. Vaughn, the purported attorney-in-fact, told Ms. Reck only that Mr. Paris could complete admissions paperwork, without mentioning the Arbitration Agreement or authorizing waiver of her mother's right to a jury trial. Ms. Vaughn's inability to recall whether she told Ms. Reck of any limitation on Mr. Paris's authority does not affirmatively establish that she granted him unlimited authority as the burden rests on Petitioners to establish authority clearly.

The reasonable prudence standard requires more than assumption. A nursing facility that presents an optional, stand-alone arbitration agreement, one it acknowledges is not required for

admission, has an obligation to confirm that the person presenting himself to sign has authority specifically to waive the patient's right to a jury trial. Presenting a document and hoping for the best is not reasonable prudence within the meaning of South Carolina apparent authority doctrine.

II. THE COURT OF APPEALS CORRECTLY HELD THAT THE ADMISSION AGREEMENT AND ARBITRATION AGREEMENT DID NOT MERGE.

Petitioners argue at length that the Admission Agreement and Arbitration Agreement merged such that Ms. Paris having accepted the benefits of the Admission Agreement is estopped from denying the enforceability of the Arbitration Agreement. The Court of Appeals applied the correct legal standard under *Coleman v. Mariner Health Care, Inc.*, 407 S.C. 346, 755 S.E.2d 450 (2014), and *Klutts Resort Realty, Inc. v. Down'Round Dev. Corp.*, 268 S.C. 80, 88, 232 S.E.2d 20, 24 (1977), and properly found that the evidence of a contrary intention to merger was sufficient to overcome the presumption.

The Court of Appeals' analysis is fully consistent with this Court's decision in *Coleman* and the Court of Appeals' subsequent decisions in *Thompson v. Pruitt Corp.*, 416 S.C. 43, 784 S.E.2d 679 (Ct. App. 2016), *Hodge v. UniHealth Post-Acute Care of Bamberg, LLC*, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018), and *Solesbee v. Fundamental Clinical and Operational Services, LLC*, 438 S.C. 638, 885 S.E.2d 144 (Ct. App. 2023). In each of those cases, as here, the courts examined the specific language of the instruments and the circumstances of their execution to determine whether the presumption of merger was rebutted. In each, as here, the evidence of separateness was sufficient.

The specific features the Court of Appeals identified as rebutting the merger presumption in this case are the same features courts have consistently found dispositive: each document was separately labeled, numbered, and contained its own signature page; the Arbitration Agreement expressly provided that it "shall survive any termination or breach" of the Admission Agreement,

recognizing the two as distinct instruments; and the Facility acknowledged that signing the Arbitration Agreement was not a prerequisite to admission. These factors are not mere formalities. They reflect the Facility's own characterization of the two documents as separate contracts, and courts have long held that a party is bound by its own contractual designations.

Petitioners assert that this case is materially different from *Solesbee*, *Hodge*, and *Coleman* because the Admission Agreement's "Entire Agreement" clause refers to "other Admissions materials" as part of the Agreement; however, the Court of Appeals correctly analyzed this provision and found it did not establish merger. An "other Admissions materials" catch-all reference does not transform a separately executed, optional, stand-alone legal agreement into a merged component of the Admission Agreement, particularly where the Facility allegedly simultaneously told Mr. Paris and Ms. Reck that arbitration was voluntary and not required for admission. Internal inconsistency in the Facility's own documents, if any, should be construed against the Facility as the drafter.

In any event, even if the instruments had merged, the merger/equitable estoppel argument fails at the threshold because it assumes that someone with authority to bind Ms. Paris executed the Admission Agreement in the first place. As the Court of Appeals correctly determined, Mr. Paris lacked authority to execute the Arbitration Agreement. For the same reasons, his authority to execute the Admission Agreement on behalf of Ms. Paris at a time before the springing power of attorney had come into effect is equally questionable. Equitable estoppel cannot bootstrap an unauthorized transaction into enforceability.

III. CERTIORARI SHOULD BE DENIED BECAUSE THIS CASE PRESENTS NO NOVEL QUESTION OF LAW AND THE COURT OF APPEALS' DECISION IS CONSISTENT WITH ESTABLISHED PRECEDENT.

The writ of certiorari is a discretionary remedy. Rule 242, SCACR. It is most appropriately granted to resolve genuine conflicts in the law, address significant constitutional questions, or provide guidance on issues of broad public importance. None of those circumstances are present here.

Petitioners do not identify any conflict among Court of Appeals' decisions that this Court must resolve. The Court of Appeals' opinion is consistent with *Coleman*, *Solesbee*, *Hodge*, and *Thompson* on the merger issue, and with *Eadie* and *Richardson* on the agency issue. Petitioners simply disagree with the outcome and ask this Court to reweigh the factual record. That is not a basis for certiorari.

The legal framework for apparent authority, actual authority under a power of attorney, the operation of springing powers, and the merger of simultaneously executed instruments is well settled in South Carolina. The Court of Appeals applied those settled principles to a specific factual record that amply supports affirmance. Under *de novo* review, the factual findings of the circuit court must stand if any evidence reasonably supports them. The record here is undisputed in its material particulars and plainly supports the circuit court's determination.

Petitioners also seek certiorari on arguments of unconscionability, consideration, and equitable estoppel that the Court of Appeals expressly declined to reach because it affirmed on other grounds. Certiorari on unaddressed issues to obtain a first-instance appellate ruling, rather than to correct error, inverts the appropriate certiorari standard. Rule 242(d)(3), SCACR (identifying bases for certiorari). If this Court were inclined to address those arguments at all, the proper course would be a remand to the Court of Appeals not an initial grant of certiorari by this Court.

Finally, Petitioners are sophisticated, counseled parties that chose to present an optional arbitration agreement to a family representative rather than a patient, without confirming the scope of that representative's authority. The consequences of that business decision, being that a court later found the agreement unenforceable, do not present a question of general public importance warranting this Court's attention.

CONCLUSION

The Court of Appeals correctly applied well-settled South Carolina agency law and contract principles in affirming the circuit court's denial of Petitioners' Motion to Compel Arbitration. The springing power of attorney had not yet come into effect when Mr. Paris executed the Arbitration Agreement; Ms. Vaughn therefore had no authority to confer on him, and he had no authority to exercise. The Admission Agreement and Arbitration Agreement did not merge under the controlling standard of *Coleman* and its progeny. The Court of Appeals' decision presents no conflict with established law, no novel question of law, and no issue of significant public importance. For all of the foregoing reasons, Respondent Beverly Vaughn, as Personal Representative of the Estate of Loris Paris, respectfully requests that this Court deny the Petition for a Writ of Certiorari.

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