

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

Appeal from Oconee County
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2018-CP-37-00271

Betty Herrington,

Respondent,

v.

SSC Seneca Operating Company, LLC,
d/b/a Seneca Health & Rehabilitation Center;
SavaSeniorCare, LLC; SSC Equity Holdings, LLC;
SavaSeniorCare Administrative Services, LLC;
SavaSeniorCare Consulting Services, LLC,

Defendants,

Of whom SSC Seneca Operating Company, LLC,
d/b/a Seneca Health & Rehabilitation Center;
SavaSeniorCare Administrative Services, LLC; and
SavaSeniorCare Consulting Services, LLC,

Appellants.

INITIAL REPLY BRIEF OF APPELLANTS

RECEIVED

JUN 03 2019

SC Court of Appeals

YOUNG CLEMENT RIVERS, LLP
Stephen L. Brown (SC Bar No. 66468)
D. Jay Davis, Jr. (SC Bar No. 12084)
Perry M. Buckner, IV (SC Bar No. 100031)
Russell G. Hines (SC Bar No. 72100)
25 Calhoun Street, Suite 400
Charleston, South Carolina 29402
P.O. Box 993 (29402)
843-720-5488

Attorneys for Appellants

TABLE OF CONTENTS

Table of Authorities..... ii

Argument in Reply 1

 1. Ms. Herrington’s position overlooks the purpose of the rules of
 contract construction. 1

Conclusion..... 2

TABLE OF AUTHORITIES

Cases

<i>Farr v. Duke Power Co.</i> , 265 S.C: 356, 218 S.E.2d 431 (1975).....	1
<i>Koon v. Fares</i> , 379 S.C. 150, 666 S.E.2d 230 (2008).....	1
<i>Litchfield Co. of S. C., Inc. v. Kiriakides</i> , 290 S.C. 220, 349 S.E.2d 344 (Ct. App. 1986).....	1

Appellants¹ would make the following point in reply to Ms. Herrington's responsive brief.

ARGUMENT IN REPLY

1. Ms. Herrington's position overlooks the purpose of the rules of contract construction.

The purpose of the rules of contract construction is to ascertain the intention of the parties as gathered from the contents of the entire document and not from any particular provision within the contract. *Litchfield Co. of S. C., Inc. v. Kiriakides*, 290 S.C. 220, 223, 349 S.E.2d 344, 346 (Ct. App. 1986). Where one interpretation of a contract makes it unusual or extraordinary and another interpretation, equally consistent with the language employed, would make it reasonable, fair, and just, the latter construction prevails. *Farr v. Duke Power Co.*, 265 S.C. 356, 362, 218 S.E.2d 431, 434 (1975). "An interpretation which establishes the more reasonable and probable agreement of the parties should be adopted while an interpretation leading to an absurd result should be avoided." *Koon v. Fares*, 379 S.C. 150, 155, 666 S.E.2d 230, 233 (2008).

¹ Shorthand references already defined in Appellants' principal brief (e.g., "Appellants" are Defendants/Appellants SSC Seneca Operating Company, LLC, d/b/a Seneca Health & Rehabilitation Center; SavaSeniorCare Administrative Services, LLC; and SavaSeniorCare Consulting, LLC, misidentified as "SavaSeniorCare Consulting Services, LLC") are continued in this reply brief.

Under Ms. Herrington’s view, the circuit court properly applied the rules of contract construction to find that, on the one hand, the parties did intend to agree to arbitration but that, on the other hand, they only intended to agree to arbitrate claims for *exactly* \$50,000.00. As explained in Appellants’ principal brief, this construction of the Arbitration Agreement is patently unreasonable—and indeed absurd—and review of Ms. Herrington’s responsive brief reveals she never actually argues otherwise. Ms. Herrington never actually argues that the circuit court’s construction of the Arbitration Agreement is reasonable—nor could she reasonably have done so. Rather, she champions the circuit court’s construction of the Arbitration Agreement as being based on “plain language,” not based on any suggestion that that construction actually makes sense. Essentially, Ms. Herrington invites this Court to accept the circuit court’s “plain language” construction of the Arbitration Agreement *even though it does not make sense*. Most respectfully, the Court should decline her invitation.

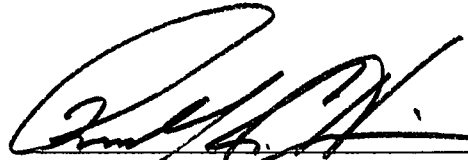
CONCLUSION

For the foregoing reasons, as well as those already set forth in their principal brief, Appellants ask this Honorable Court to reverse the circuit court and stay this lawsuit in favor of arbitration or, alternatively, to remand this case to the circuit court with instructions for it to do so.

<SIGNED ON THE FOLLOWING PAGE>

Respectfully submitted,
YOUNG CLEMENT RIVERS, LLP

By:



Stephen L. Brown (SC Bar No. 66468)
D. Jay Davis, Jr. (SC Bar No. 12084)
Perry M. Buckner, IV (SC Bar No. 100031)
Russell G. Hines (SC Bar No. 72100)
25 Calhoun Street, Suite 400
Charleston, South Carolina 29402
P.O. Box 993 (29402)
843-720-5488

Attorneys for Appellants

Charleston, South Carolina

Dated:

5/31/19

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

Appeal from Oconee County
Court of Common Pleas

R. Scott Sprouse, Circuit Court Judge

Case No. 2018-CP-37-00271

Betty Herrington,

Respondent,

v.

SSC Seneca Operating Company, LLC,
d/b/a Seneca Health & Rehabilitation Center;
SavaSeniorCare, LLC; SSC Equity Holdings, LLC;
SavaSeniorCare Administrative Services, LLC;
SavaSeniorCare Consulting Services, LLC,

Defendants,

Of whom SSC Seneca Operating Company, LLC,
d/b/a Seneca Health & Rehabilitation Center;
SavaSeniorCare Administrative Services, LLC; and
SavaSeniorCare Consulting Services, LLC,

Appellants.

PROOF OF SERVICE

RECEIVED

JUN 08 2019

SC Court of Appeals

YOUNG CLEMENT RIVERS, LLP
Stephen L. Brown (SC Bar No. 66468)
D. Jay Davis, Jr. (SC Bar No. 12084)
Perry M. Buckner, IV (SC Bar No. 100031)
Russell G. Hines (SC Bar No. 72100)
25 Calhoun Street, Suite 400
Charleston, South Carolina 29402
P.O. Box 993 (29402)
843-720-5488

Attorneys for Appellants

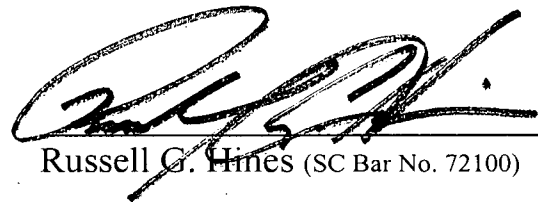
I, Russell G. Hines, of Young Clement Rivers, LLP, counsel for Appellants, SSC Seneca Operating Company, LLC, d/b/a Seneca Health & Rehabilitation Center; SavaSeniorCare Administrative Services, LLC; and SavaSeniorCare Consulting, LLC (misidentified as “SavaSeniorCare Consulting Services, LLC”), hereby certify that the foregoing **INITIAL REPLY BRIEF OF APPELLANT** was served on all other parties to this matter by depositing a copy of the same in the U.S. Mail on May 31, 2019, properly posted for delivery to the following addressees:

Raymond T. Wooten, Esquire
Smith, Jordan & Lavery, P.A.
1810 East Main Street
Easley, SC 29640

Attorneys for Respondent Betty Herrington

Respectfully submitted,
YOUNG CLEMENT RIVERS, LLP

By:

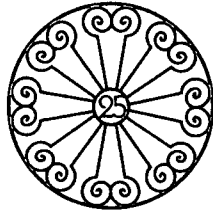


Russell G. Hines (SC Bar No. 72100)

Attorneys for Appellants

Charleston, South Carolina

Dated: 5/31/19



YCR LAW

Tiffany L. Bates
Legal Secretary

Direct Dial: (843) 724-6616
Direct Fax: (843) 579-2929
E-mail: tbates@ycrlaw.com

May 31, 2019

RECEIVED

JUN 03 2019

SC Court of Appeals

Via Facsimile and U.S. Mail

Jenny Abbott Kitchings, Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Betty Herrington v. SSC Seneca Operating Company, LLC, D/B/A Seneca Health & Rehabilitation Center, SavaSeniorCare, LLC, SSC Equity Holdings, LLC, SavaSeniorCare Administrative Services, LLC, SavaSeniorCare Consulting Services, LLC
Appellate Case No. 2018-002088
YCR File: 14653-20170810

Dear Ms. Kitchings:

Enclosed herewith with regard to the above-referenced matter please find the following;

1. Original and seven (7) copies of a Motion for Leave to File Reply Brief Out of Time;
2. Original and one (1) copy of a Proof of Service for the Motion for Leave to File Reply Brief Out of Time;
3. This firm's check in the amount of \$50.00 for filing fees;
4. Original and one (1) copy of Appellant's Reply Brief;
5. Original and one (1) copy of a Proof of Service for Appellants' Reply Brief.


Please file these documents and return one file-stamped copy to me in the envelope provided.

By copy of this letter with the enclosures, we are serving counsel for the Respondent with a copy of these documents.

As always, thank you for your assistance. If you have any questions, please do not hesitate to contact our office. With best regards, I am

Sincerely,

YOUNG CLEMENT RIVERS, LLP


Tiffany L. Bates
Legal Secretary

TLB/

Enclosures

cc (w/enc., via email and U.S. Mail): Raymond T. Wooten, Smith, Esquire

Hasler
05/31/2019
FIRST-CLASS MAIL
US POSTAGE \$002.20
ZIP 29401
011E13650867

FIRST CLASS MAIL

RECEIVED
JUN 08 2019
SC Court of Appeals

 **YCRLAW** 25 Calhoun Street, Suite 400
P.O. Box 993
Charleston, SC 29402-0993

Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

FILE
14653
20170810

