

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
 GRACE GRAY, Individually and as Wife of)
 WILLIE J. GRAY, deceased, and as Personal)
 Representative of the Estate of WILLIE J.)
 GRAY, deceased,)
)
 Plaintiff,)
)
 v.)
)
 PRUITTHEALTH-NORTH AUGUSTA, LLC;)
 UHS PRUITT CORPORATION A/K/A)
 PRUITTHEALTH, INC.; PRUITTHEALTH)
 CONSULTING SERVICES, INC.; UNITED)
 HEALTH SERVICES OF SOUTH)
 CAROLINA, INC.; JOHN DOE, and)
 RICHARD ROE CORPORATION,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 SECOND JUDICIAL CIRCUIT
 CIVIL ACTION No.: 2019-NI-02-00001

ORDER
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 SC Court of Appeals
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 SC Court of Appeals

On February 11, 2019, Defendants PruittHealth-North Augusta, LLC, UHS PruittHealth Corporation a/k/a PruittHealth, Inc., PruittHealth Consulting Services, Inc., and United Health Services of South Carolina, Inc. (collectively as “Defendants”) moved this Court to dismiss Plaintiff’s Notice of Intent (“Motion to Dismiss”) in the above-captioned action. This matter came before the Court for hearing on March 5, 2019. After careful consideration of the written and oral submissions of counsel, the Court denies Defendants’ Motion to Dismiss and finds as follows:

While it is true that Daughter held a “Power of Attorney” on behalf of Decedent, this Power of Attorney did not confer the necessary authority to execute an arbitration agreement on Decedent’s behalf. This document is titled “Power of Attorney” and is not identified a “General Durable Power of Attorney.” More importantly, the document does not confer sufficient authority to enter into contracts generally, to enter into releases on behalf of Decedent, to waive the constitutional right to a jury trial, nor does it include the “catch-all provision giving the attorney-

in-fact the authority ‘to sign any and all releases or consent required.’” Curto v. Illini Manors, Inc., 405 Ill. App. 3d 888, 895, 940 N.E.2d 229, 235 (2010); quoting Sovereign Healthcare of Tampa, LLC v. Estate of Huerta, 14 So. 3d 1033, 1035 (Fla. Dist. Ct. App. 2009). These powers granted to Daughter the authority to make decisions regarding financial matters and decisions regarding healthcare.

This analysis is akin to that in Hodge v. UniHealth Post-Acute Care of Bamberg, 422 S.C. 544, 813 S.E.2d 292 (2018). As noted in Hodge, “[t]his limited range of acts performed on the [decedent]’s behalf suggest, at most, [he] may have conferred on [the personal representative] the authority to make health care and financial decisions on his behalf, but no more than that.” Hodge, 422 S.C. at 567; quoting Dickerson v. Longoria, 414 Md. 419, 443, 995 A.2d 721, 736 (2010). The Hodge court further noted that the authority to sign healthcare documents does not include the authority to sign an arbitration agreement. Id. at 568. Our courts have held a healthcare power of attorney does not provide authority to sign an arbitration agreement. Id. at 572; Thompson v. Pruitt Corp., 416 S.C. 43, 55, 784 S.E.2d 679 (Ct. App. 2016), cert. denied, S.C. Sup. Ct. Order dated Dec. 2, 2016. The South Carolina Supreme Court has held that “the authority conveyed by a principal to an agent to handle finances or make health care decisions does not encompass . . . waiving the principal’s right of access to the courts and to a jury trial.” Id. at 572; quoting Thompson at 55, 784 S.E.2d at 686. As previously indicated, this Power of Attorney does not encompass the executing of an agreement to resolve legal claims, but rather, deals with the limited circumstances enumerated therein of making financial or healthcare decisions for Decedent. Therefore, no actual authority existed for Daughter to sign the Arbitration Agreement.

The Affidavit further reflects that Decedent was never aware that Daughter had signed the Arbitration Agreement and never authorized Daughter to sign such contracts or

agreements. Therefore, it is the conclusion and order of this Court that the Arbitration Agreement is unenforceable for the above-stated reasons. However, even if Daughter had actual or apparent authority/agency to sign the Arbitration Agreement on behalf of Decedent, the Arbitration Agreement is unenforceable against the Decedent's wrongful death statutory beneficiaries under South Carolina contract law defenses. The Arbitration Agreement neither covers the wrongful death statutory beneficiaries' claims within the scope of the agreement nor was the Arbitration Agreement signed by an individual who had authority to bind the statutory beneficiaries.

IT IS SO ORDERED.

****JUDGE'S SIGNATURE PAGE TO FOLLOW****



Aiken Common Pleas

Case Caption: Grace Gray VS Pruitthealth-North Augusta, Llc , defendant, et al
Case Number: 2019NI0200001
Type: Order/Other

It is so Ordered.

s/ R. Keith Kelly - 2165