

STATE OF SOUTH CAROLINA)
 COUNTY OF SPARTANBURG)
)
 The Estate of Mary Solesbee, by her)
 Personal Representative Connie Bayne,)
)
 Plaintiff,)
 vs.)
)
 Fundamental Clinical & Operational)
 Services, LLC; Fundamental Administrative)
 Services, LLC; and THI of South Carolina)
 At Magnolia Manor-Inman, LLC d/b/a)
 Magnolia Manor-Inman; Inpatient)
 Consultants of North Carolina, P.C.; and)
 Angela Brown, ACNP,)
 Defendant/s.)

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2018-CP-42-04405

Order

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SC Court of Appeals

Hearing Date: August 16th, 2019, at 9:30 a.m.
 Hearing Judge: Grace Gilchrist Knie
 Counsel for Plaintiff: Matthew W. Christian
 Counsel for Defendant/s: Russell G. Hines
 Court Reporter: Michael R. Watts

This matter was before the Court on Friday, August 16th, 2019, at 9:30 a.m., in Spartanburg County, SC, the Seventh Judicial Circuit upon Defendant's Motions to Dismiss and Compel Arbitration. Attorney Matthew W. Christian of Christian and Davis, LLC was present representing the interests of Plaintiff. Attorney Russell G. Hines of Young Clement Rivers, LLP was present representing the interests of Defendant THI of South Carolina at Magnolia Manor. Michael R. Watts was the Court Reporter.

PROCEDURAL BACKGROUND:

This action was commenced by the filing of a Summons and Complaint dated December 27th, 2018, for wrongful death and survival actions. An Amended Summons and Complaint was filed January 3rd, 2019. Service on the Defendant THI of South Carolina at Magnolia Manor-Inman, LLC d/b/a Magnolia Manor-Inman was made personally on the registered agent on January 23rd, 2019, and filed on January 29th, 2019. Defendant THI of South Carolina at Magnolia Manor-Inman, LLC d/b/a Magnolia Manor-Inman filed an Answer and a Motion to Dismiss on February 22nd, 2019. A Second Amended Summons and Complaint was filed by Plaintiff on February 27th, 2019. Defendant THI of South Carolina at Magnolia Manor-Inman, LLC d/b/a Magnolia Manor-Inman filed an Answer to the Second Amended Complaint on March 14th, 2019. Defendant THI of South Carolina at Magnolia Manor-Inman, LLC d/b/a Magnolia Manor-Inman filed a Memorandum in Support of Motion to Compel Arbitration and Stay Court Proceeding on August 14th, 2019. The parties appeared in front of this Court on this Motion on August 16th, 2019.

FACTUAL BACKGROUND:

This matter arises out of two civil actions: a survival action and a wrongful death action. Both actions involve allegations of nursing home negligence and corporate negligence resulting in the death of Mary Solesbee (hereinafter "Decedent"). Connie Bayne (hereinafter "Daughter") was Decedent's daughter and serves as Personal Representative of Decedent's Estate.

Decedent was admitted to this Defendant's (THI of South Carolina at Magnolia Manor-Inman, LLC) Facility on June 27th, 2016, for skilled nursing care following her transfer from Pelham Regional Medical Center. Decedent was admitted with the assistance and aid of her son, Alan Dover (hereinafter "Son"). Decedent was admitted to Magnolia Manor for short-term rehabilitation after undergoing treatment for sepsis, resulting from a spider bite. Decedent was 71 years old. At the time of admission, Decedent's Son, signed an Admission Agreement and an Arbitration Agreement presented to him by an agent of Magnolia Manor. The Arbitration Agreement was signed by Son as "resident/representative," and by Libby Byars of the facility as "authorized agent of facility."

Plaintiff alleges that as a result of the Defendant's negligence, Decedent's wounds deteriorated, became infected, and she became septic, resulting in her emergency transport to the hospital and ultimately in her death.

Plaintiff filed the Notice of Intent to file suit on July 12th, 2018. The parties engaged in the mandatory pre-suit mediation, which was unsuccessful. Daughter as Personal Representative then filed the Complaints for wrongful death and survival action and timely served the Defendants. Defendant THI of South Carolina at Magnolia Manor-Inman, LLC filed its Motion to Compel Arbitration and Stay State Court Proceedings on August 14th, 2019. Defendants Fundamental Administrative Services, LLC and Fundamental Clinical and Operational Services, LLC filed their Motions to Stay on August 9th, 2019. Plaintiff contends that the Arbitration Agreement is unenforceable under state contract law.

LAW & ANALYSIS:

The party seeking to enforce an agreement to arbitrate has the burden of establishing the existence of a valid arbitration agreement. See Aiken v. World Finance Corp. of S.C., 373 S.C. 144, 149, 644 S.E.2d 705, 708 (2007); MBNA America Bank, N.A. v. Christianson, 377 S.C. 210, 659 S.E.2d 209 (Ct. App. 2008). It is well established that "where one party denies the existence of an arbitration agreement raised by an opposing party, a court must immediately determine whether the agreement exists in the first place...If no agreement is found to exist, the court must deny any application to arbitrate." Simpson v. MSA of Myrtle Beach, Inc., 373 S.C. 14, 22, 644 S.E.2d 663, 667 (2007) citing S.C. Code Ann. § 15-48-20(a) (2005). Whether a valid arbitration agreement exists is a matter for judicial determination. York v. Dodgeland of Columbia, Inc., 406 S.C. 67, 78, 749 S.E.2d 139, 144 (Ct. App. 2013).

Whether the parties agreed to arbitration is a question of substantive state law. Simpson v. MSA of Myrtle Beach, Inc., 373 S.C. 14, 22, 644 S.E.2d 663, 668 (2007) ("General contract principles of state law apply in a court's evaluation of the enforceability of an arbitration clause"). The courts, not arbitrators, are charged with deciding certain "gateway matters," including "whether the parties have a valid arbitration agreement or whether the arbitration clause applies to a certain type of controversy." Simpson, 373 S.C. at 23, 644 S.E.2d at 668; See also New Hope Missionary Baptist Church v. Paragon Builders, 379 S.C. 620, 629, 667 S.E.2d 1, 5 (Ct. App. 2008).

I. The first issue presented to the Court was whether the Son had actual or apparent and inherit authority to sign the Arbitration Agreement for Decedent.

The legal consequences of an agent's actions can only be attributed to the principle when the agent has actual or apparent authority. Charleston Registry v. Young Clement, 359 S.C. 635, 642, 598 S.E.2d 717 (Ct. App. 2004). Apparent authority is based on "representations made by the principal to the third party and reliance by the third party on those representations." Young v. S.C. Department of Disabilities and Special Needs, 374 S.C. 360, 367, 649 S.E.2d 488, 491 (2007). Apparent authority exists when the principal is bound by the acts of its agent after the principal has placed the agent in such a position that "a person of ordinary prudence, reasonably familiar with business usages and custom is led to believe the agent has certain authority and in turn, deals with the agent based on the assumption." Muller v. Myrtle Beach Golf and Yacht Club, 303 S.C. 137, 142, 399 S.E.2d 430, 433 (Ct. App. 1990), *rev'd on other grounds*, citing Fernander v. Thigpen, 278 S.C. 140, 293 S.E.2d 424 (1982); Watkins v. Mobil Oil Corp., 291 S.C. 62, 352 S.E.2d 284 (Ct. App. 1986).

South Carolina law requires that to prove apparent authority, the Defendant must show "... (1) that the purported principal consciously or impliedly represented another to be his agent; (2) that there was reliance upon the representation; and (3) that there was a change of position to the relying party's detriment." Cowburn v. Leventis, 366 S.C. 39, 619 S.E.2d 448 (Ct. App. 2005). The basis of apparent authority is representations made by the principal to the third party and reliance by the third party on those representations. Young v. S.C. Department of Disabilities and Special Needs, 374 S.C. 360, 367, 649 S.E.2d 488, 491 (2007). The proper focus in determining a claim of apparent authority is not on the relationship between the principal and the agent but that between the principal and the third party. Vereen v. Liberty Life Insurance Company, 306 S.C. 423, 412 S.E.2d 425 (Ct. App. 1991). The burden of establishing agency is on the party asserting that a principal agency relationship exists. Id.

The present case is very similar to Coleman v. Mariner Health Care, Inc., 407 S.C. 346, 755 S.E.2d 450 (2014); Hodge v. UniHealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 567, 813 S.E.2d 292, 304 (Ct. App. 2018); and Thompson v. Pruitt Corp., 416 S.C. 43, 55, 784 S.E.2d, 679 (Ct. App. 2016). In all three of these cases, either the South Carolina Supreme Court or the South Carolina Court of Appeals found Arbitration Agreements to be unenforceable where a family member signed an Arbitration Agreement near the time of admission to a skilled nursing facility for the Decedent and did not have any actual authority to do such. In all three cases, the Courts found that no implied authority and that no estoppel applied. As the Court noted in Thompson and in Hodge, there was no evidence that the resident being admitted to the nursing home took any action to create an agency relationship for Son. *See* Thompson v. Pruitt Corp., 416 S.C. 43, 55, 784 S.E.2d, 679 (Ct. App. 2016); Hodge v. UniHealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 567, 813 S.E.2d 292, 304 (Ct. App. 2018). The present case is nearly identical to Hodge and Thompson.

In Hodge, the Court discussed a Maryland case, Dickerson v. Longoria, 414 Md. 419, 995 A.2d 721, 743 (2010). The Court specifically stated, "'This 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 v. UniHealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 567, 813 S.E.2d 292, 304 (Ct. App. 2018). As further noted by the South Carolina Court of Appeals in Hodge, the Dickerson Court, and The Supreme Court of Nebraska quoted in Hodge, "...a son

who had authority to sign health care documents on behalf of his mother did not have authority to sign an arbitration agreement on her behalf.” Hodge, 813 S.E.2d at 305, citing Dickerson, 995 A.2d at 738, also citing Koricic v. Beverly Enterprises-Nebraska, Inc., 773 N.W.2d 145, 149-52 (2009). The Hodge court also relied upon the Court of Appeals’ decision in Thompson v. Pruitt Corp., 416 S.C. 43, 55, 784 S.E.2d, 679, 686 (Ct. App. 2016), *cert. denied*, S.C. Sup. Ct. Order dated Dec. 2, 2016. The Thompson Court determined, ““The authority conveyed by a principal to an agent to handle finances or make health care decisions does not encompass executing an agreement to resolve legal claims by arbitration, thereby waiving the principal’s right of access to the courts and to a jury trial.”” Hodge, 813 S.E.2d at 307, quoting Thompson at 784 S.E.2d at 686.

Furthermore, as the Hodge Court noted, the Plaintiff is not suing under the Arbitration Agreement or attempting to invoke the Arbitration Agreement itself. In fact, Plaintiff has filed no action alleging a breach of contract under the Admissions Agreement. Therefore, Plaintiff is not seeking to invoke benefit of either of the contracts executed by Son. See Wilson v. Willis, 426 S.C. 326, 827 S.E.2d 167 (2019). As the Wilson Court noted, a non-signatory should be compelled to arbitrate a claim, only if, it seeks through the claim to derive a direct benefit from the contract containing the arbitration provision. Wilson, 426 S.C. at 344. Additionally, the Wilson Court noted, it is important to distinguish direct benefits from indirect benefits because when the benefits to a signatory are merely indirect, an Arbitration Agreement cannot be compelled. Wilson, 426 S.C. at 343. The Wilson Court explicitly found that the mere fact that the claim would not exist “but for” the contract, does not invoke the theory of estoppel. Wilson, 426 S.C. at 343. Further, as the Wilson Court noted, “Equitable estoppel is, ultimately, a theory designed to prevent injustice, and it should be used sparingly. See Hirsch v. Amper Fin. Servs., LLC, 215 N.J. 174, 71 A.3d 849, 852 (N.J. 2013) (Observing equitable estoppel should be used sparingly to compel arbitration and noting it ‘is more properly viewed as a shield to prevent injustice rather than a sword to compel arbitration’); 28 Am. Jur. 2d Estoppel and Waiver §29 (2011) (stating equitable estoppel should be used with restraint and only in exceptional circumstance).” Wilson, 426 S.C. at 345.

Based on the above cited law, the Son did not have the actual or apparent authority to sign the Arbitration Agreement on behalf of the Decedent.

II. The second issue presented to the Court was whether the Wrongful Death claims brought by the Decedent’s Beneficiaries are excluded under a valid Arbitration Agreement.

First, it should be noted that the Court has found no valid Arbitration Agreement in this case. However, even if the Arbitration Agreement was valid, the Wrongful Death claims of the Decedent’s Beneficiaries would not be excluded, as they are separate causes of action.

South Carolina law is clear that a wrongful death claim exists for the statutory beneficiaries and that such claims are distinct and separate from those brought under survival claims. Bennett v. Spartanburg Railway Gas and Electric Co., 97 S.C. 27, 81 S.E. 189 (1914). While dealing with a separate arbitration issue in a nursing home case and finding the arbitration agreement to be unenforceable, the Court of Appeals in Hodge recognized the separateness of the statutory beneficiaries/estate’s claims from those of the patient/resident. Hodge v. UniHealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 567, 813 S.E.2d 292 (Ct. App. 2018). In Dickerson, the Maryland Court of Appeals noted that the nursing home was attempting:

“[T]o use equitable estoppel against [the patient’s] estate based on actions that [daughter] took in her individual capacity. The fact that [daughter] is now the Personal Representative for [the patient’s] [e]state is of no moment; we will not hold this circumstance against [the patient’s] [e]state. Simply put, [the patient’s] [e]state is the plaintiff in this case, and Respondent has alleged no conduct on the part of [the patient’s] [e]state, or by [the patient’s companion] in her capacity as Personal Representative of [the patient’s] [e]state....” Hodge, 422 S.C. at 559-560, 813 S.E.2d at 300; quoting Dickerson v. Longoria, 414 Md. 419, 995 A.2d. 721, 743 (2010).

Other states have come to the same conclusion: Daniels v. Sunrise Senior Living, Inc., 212 Cal.App.4th 674, 151 Cal.Rptr.3d 273 (Cal.App.4 Dist, 2 Div., 2013) (Wrongful Death claims not bound to arbitration); Lawrence v. Beverly Manor, 273 S.W.3d 525 (Mo. 2009) (Wrongful Death claimants not bound by arbitration agreement).

The Defendant, however, argues that by including the clause, “successors, assigns, heirs, personal representatives, guardians or any other persons deriving their claims through or on behalf of Resident,” within the Arbitration Agreement therefore binds the parties wrongful death claim. The Supreme Court of Kentucky answered such argument regarding the binding of non-signatory wrongful death beneficiaries in Ping v. Beverly Enterprises, Inc.:

“[A]s interesting as life might be if we could bind one another to contracts merely by referring to each other in them, we are not persuaded that a non-signatory who receives no substantive benefit under a contract may be bound to the contract's procedural provisions, including arbitration clauses, merely by being referred to in the contract. It is one thing to say that a third party for whose substantive benefit a contract is made may not enforce his or her rights under the contract without also abiding by the contract's other terms. That is the general third-party beneficiary rule discussed above. It may even be that tort claims by such a directly benefitting third party are appropriately subjected to the contract's arbitration provisions, at least where the tort and the contract are significantly intertwined. See, *In re Weekley Homes, L.P.*, 180 S.W.3d 127 (Tex.2005) (negligent repair claim by homeowner's daughter against contractor was subject to repair contract's arbitration clause because daughter, although a non-party, was a direct and principal beneficiary under the contract). It is something else entirely, however, to say that incidental beneficiaries of a contract—individuals or entities with no substantive rights under the contract and no direct benefits—may have their tort claims against the parties swept up into the contract's arbitration provisions merely by being mentioned in the contract as potential claimants. This is what Beverly purports to do. Arbitration is a matter of contract, however; it is something the contracting parties, or their proxies, must agree to. It is not something that one party may simply impose upon another. *Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 83, 123 S.Ct. 588, 154 L.Ed.2d 491 (2002) (“[A]rbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit.” Citation and internal quotation marks omitted). Since Beverly's theory would allow just that, i.e., would allow one party merely by referring to someone else in an arbitration clause to thereby bind that other person to arbitration as a “third party beneficiary” of the arbitration agreement, we reject it out of hand.” Ping v. Beverly Enterprises, Inc., 376 S.W.3d 581, 599-600 (K.Y. 2012).

The wrongful death claims are separate claims apart from the Decedent’s claims.

According to South Carolina's Wrongful Death Act:

"Whenever the death of a person shall be caused by the wrongful act, negligent or the fault of another and the act, negligent or the fault is such as would, if death had not ensued, had entitled party injured to maintain an action and recover damages in respect thereof, the person who would have been liable, if death had not ensued shall be liable to an action for damages..." S.C. Code Ann. §15-51-10 (1977).

The wrongful death beneficiaries are as follows:

"Every such action shall be for the benefit of the wife, or husband and child or children of the person whose death shall have been so caused, and, if there be no such wife, husband, child or children, then for the benefit of the parent or parents; and if there be none, for the benefit of the heirs of the person whose death shall have been so caused. Every such action shall be brought by or in the name of the executor or administrator of such person." S.C. Code Ann. §15-51-20 (Supp. 2001).

The general element of damages recoverable are "pecuniary loss, mental shock and suffering, wounded feelings, grief and sorrow, loss of companionship, and deprivation of the use and comfort of the Decedent's society, including the loss of his experience, knowledge, and judgment in managing the affairs of himself and his beneficiaries." Self v. Goodrich, 300 S.C. 349, 351, 387 S.E.2d. 713, 714 (Ct. App. 1989) citing Smith v. Wells, 258 S.C. 316, 188 S.E.2d 470 (1972); Mishoe v. Atlantic Coast Line R.R. Co., 186 S.C. 402, 197 S.E. 97 (1938).

The wrongful death claim is a separate claim than the claims a decedent might bring on his own behalf under the survival statute. Bennett v. Spartanburg Railway Gas and Electric Company, 97 S.C. 27, 81 S.E. 189 (1914). The South Carolina Supreme Court held that wrongful death and survival actions are different claims for different injuries. Id. The Court stated, "necessarily, therefore, there must be separate verdicts and separate judgments...there should be separate actions." Bennett, 97 S.C. at 31, 81 S.E. at 190; See also Strickland v. Southern Ry Co., 111 S.C. 248, 97 S.E. 695 (1918) (Supreme Court affirmed appeal from Circuit Court's ruling noting that survival claims are independent of wrongful death claims); Claussen v. Brothers, 148 S.C. 1, 145 S.E. 539 (1928) (discussing the difference between survival and wrongful death claims as being independent of each other).

If the defendant has a defense that would completely bar the decedent's claim had the decedent survived, then the wrongful death beneficiaries may not bring a claim under the statute. Estate of Stokes ex rel. Spell v. Pee Dee Family Physicians, L.L.P., 389 S.C. 343, 699 S.E.2d 143 (2010). For instance, in Stokes, the statute of limitations had run on the decedent's claim, and the wrongful death beneficiaries were accordingly barred from pursuing their claims under the statute. Id. The Supreme Court cited the following from United States District Court case of Quattlebaum v. Carey Canada, Inc., 685 F. Supp. 939 (D.S.C. 1988): "anything that would have defeated the decedent's recovery had he survived the accident, 'such as contributory negligence, a valid release, or similar acts on his part,' would defeat the right of recovery on behalf of his family in case of his death." The Court held, "Quattlebaum was correctly decided and adheres to the principle that a decedent's estate may maintain an action only when the decedent would have been entitled to maintain an action had he survived." Estate of Stokes ex rel. Spell v. Pee Dee Family Physicians, L.L.P., 389 S.C. 343, 349, 699 S.E.2d 143, 146.(2010). Here, however, the claim would not have failed had Decedent survived; therefore, it does not fail for the Decedent's beneficiaries.

The Defendants rely on cases where statutory beneficiaries are bound as third party beneficiaries. The Defendants cite Pearson v. Hilton Head Hosp., 400 S.C. 281, 733 S.E.2d 597 (Ct. App. 2012). In Pearson, the Plaintiff who sought to avoid the arbitration agreement had filed suit for a breach of the contract that contained the arbitration clause. In the present case, there has been no claim for breach of contract. Further, the Plaintiff in Pearson personally received direct benefits from the contract. Here, the statutory beneficiaries personally received no benefit from any contract.

Here, the statutory beneficiaries' claims align with the claims of the non-signatory Plaintiffs in Wilson, where the South Carolina Supreme Court held the non-signatories could not be bound by the arbitration agreement. Wilson v. Willis, 426 S.C. 326, 827 S.E.2d 167 (2019). The statutory beneficiaries in this case are not attempting to exploit or receive a direct benefit from the agreement and were not aware of the existence of the arbitration provision. As further stated in Wilson, direct benefits estoppel does not apply simply because the claim relates to or arose because of the existence of the contract. Id.

Because the statutory beneficiaries have separate and independent claims and were not covered by the scope of this agreement or parties to this agreement, the Arbitration Agreement drafted by Defendant cannot reach the claims of the wrongful death statutory beneficiaries. Therefore, had the Arbitration Agreement been found to be valid, the Wrongful Death claims by the Decedent's Beneficiaries would not have been excluded. However, the Arbitration Agreement is invalid; therefore, the second argument is moot.

III. The third issue presented to the Court was whether the Defendants are entitled to conduct discovery as to the Arbitration Agreement.

The Defendants had the burden to prove that there was an enforceable Arbitration Agreement. Defendants had the opportunity to use the South Carolina Rules of Civil Procedure to conduct discovery related to arbitration. As argued by Plaintiff's counsel, Plaintiff's counsel sent discovery to the Defendants and the Defendants objected to produce any information related to the arbitration matter due to their pending Motion.

The Court noted in Hodge, discovery issues are within the discretion of the trial court. Hodge v. UniHealth Post-Acute Care of Bamberg, LLC, 422 S.C. 544, 576, 813 S.E.2d 292, 309 (Ct. App. 2018). Further, as noted in Hodge, additional discovery would likely not change the outcome of the Court's decision as issues related to Son and Daughter's actions are not relevant to any implied or apparent authority. Id. It is the actions of the Decedent that would be relevant; therefore, discovery is not necessary as the discoverable information would not change the outcome of the Court's decision as the discovery issues would not be dispositive of the matter.

ARGUMENTS OF COUNSEL:

Defendant argued the Arbitration Agreement was valid, as the Decedent's Son had the actual and apparent authority to bind the Decedent. Therefore, Defendant also argued the Arbitration Agreement is enforceable. Specifically, the Defendant argued that the Admission Agreement and Arbitration Agreement constituted validly executed contracts. The Defendant explained that the contracts were each signed by the Son, as representative of Decedent, and by Libby Byers, as a representative for the Facility on June 27th, 2016. Defendant argued Son explicitly represented that he was authorized to admit Decedent to the Facility and execute necessary documents on her behalf, including an Arbitration Agreement. The Defendant argued

that because the acts complained of by the Plaintiff fall within the scope of the Arbitration Agreement, the Court should dismiss the Plaintiff's action, or stay these proceedings, and compel this matter to arbitration. In the alternative, Defendant requests the ability to conduct additional discovery regarding the Arbitration Agreement.

Plaintiff first argued that the Arbitration Agreement is unenforceable under state contract law. Specifically, the Plaintiff stated that the Son lacked both actual and apparent authority to act as the Decedent's agent in signing the Arbitration Agreement. The Plaintiff's alternative argument, if the Court found a valid Arbitration Agreement, is that the Wrongful Death cause of action on behalf of the Decedent's Beneficiaries is separate from the Survival Action and not subjected to the Arbitration Agreement. Finally, the Plaintiff argued that Defendant had the opportunity to conduct discovery over the Arbitration Agreement issues, and failed to do so at the appropriate time.

CONCLUSION:

The Court acknowledges and appreciates the amount of research and preparation for the hearing by counsel, as well as, the professionalism of counsel in their presentations to the Court.

After consideration of the pleadings, motions, and arguments of counsel, I find that there is no valid Arbitration Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendants' Motions to Dismiss and Compel Arbitration are denied; and further

Defendants' Motion to conduct additional discovery as to Arbitration Agreement issues is denied.

IT IS SO ORDERED.

/s/ Grace Gilchrist Knie

Honorable Grace Gilchrist Knie

Resident Judge, Seventh Judicial Circuit

September 9, 2019
Spartanburg, South Carolina



Spartanburg Common Pleas

Case Caption: Connie Bayne , plaintiff, et al VS Fundamental Clinical And
Operational Services, Llc , defendant, et al
Case Number: 2018CP4204405
Type: Order/Other

IT IS SO ORDERED.

S/GRACE GILCHRIST KNIE - 2760