

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

Irby Gibbons, as POA for Marianne)
Beverly Gibbons,)
)
Plaintiff,)
)
-vs-)
)
Stoney Hill Health Care, Inc., et al.,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS

Case Number 2019-CP-32-02125

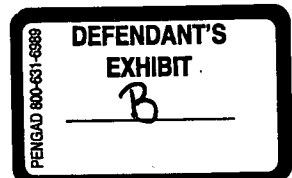
ORDER ON MOTION
FOR RECONSIDERATION

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SC Court of Appeals

On September 2, 2019, Jenni-Lynn Assisted Living, LLC, d/b/a Jenni-Lynn Assisted Living Community, Premier Senior Living-Delaware, LLC, and Premier Senior Living, LLC filed a motion to reconsider and to alter or amend the order filed August 23, 2019. That order denied a request to compel arbitration and to stay these proceedings until completion of arbitration. The order also denied the request to limit discovery to issues related to the enforceability of the contract. The parties were notified that the court would decide the motion on written submissions under Rule 59(f), SCRCP. Both parties have provided documents and memoranda, which the court has reviewed. Having reconsidered the matter, the court finds no basis to modify the prior order. The motion is denied.

The motion asserts two grounds:

- (1) That there is a valid, enforceable agreement in place to submit this dispute to binding arbitration; and,
- (2) That these defendants are entitled to limit discovery to the issue of execution of the execution of the contract under *Dean v. Heritage Healthcare of Ridgeway, LLC*, 408 S.C. 371 (2014).



In their memorandum and reply memorandum, the moving parties argue that there is a clear agreement to arbitrate, and, if there is any issue about the enforceability of the arbitration provision of the contract, the Federal Arbitration Act and cases cited require the court to limit discovery so that the issue can be determined expeditiously. As to the first issue about there being a clear, enforceable agreement in place, the prior order recites the reasons why the court determined that there appears to be a legitimate dispute as to whether the contract was executed by someone who had the authority to bind the plaintiff to arbitration. As to the second issue, respectfully, the court disagrees that unnecessary delay and excess expense will occur, unless the court limits discovery as proposed. Many of the concerns should be able to be accomplished by tailoring the discovery and scheduling. As for the assertion that *Dean* mandates limited discovery, the court's reading of the case finds no such requirement. There is a mention of limited discovery by the parties concerning issues that are distinguishable from the situation here. The court finds the argument of the plaintiff's memorandum to be more persuasive.

THEREFORE, HAVING RECONSIDERED the matter, the court denies the motion to alter or amend.

AND IT IS SO ORDERED.

[Electronic signature follows on separate page.]



Lexington Common Pleas

Case Caption: Irby Gibbons Power Of Attorney , plaintiff, et al VS Stoney Hill
Healthcare Inc , defendant, et al

Case Number: 2019CP3202125

Type: Order/Amend

Circuit Judge (Code #2050)

s/ William P. Keesley

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