

A Win For The Plaintiffs Bar: California Supreme Court Rules That Plaintiffs In A Wrongful Death Action May Or May Not Be Bound To An Arbitration Agreement Entered Into By The Plaintiffs' Decedent

By: Edward F. Morrison, Jr., Esq.
Larry A. Schwartz, Esq.

As a general rule, plaintiffs cannot be compelled to arbitrate their disputes if they have not previously agreed to arbitration. In a major decision, Ruiz v. Podolsky (2010) 50 Cal.4th.838, the California Supreme Court identified an exception to this general rule for certain wrongful death claims based on medical malpractice. Under Ruiz, if a patient agreed to arbitrate medical malpractice disputes and compliance to the arbitration provision of the Medical Injury Compensation Reform Act (MICRA), the patient/provider agreement can bind the patient's heirs in a wrongful death action, even if the heirs themselves never agreed to arbitration.

In a decision which will provide guidance as to the reach of reach of the Ruiz decision, the California Supreme Court in Holland v. Silver Screen Healthcare, Inc. (2025) LEXIS 388180 ("Holland case"), the California Supreme Court ruled that the Ruiz decision did not apply to claims against a 24-hour skilled nursing facility where the heirs of a decedent alleged the facility's neglect caused the decedent's death. In the Holland case, Skyler Womack, a dependent adult with physical and developmental disabilities, was admitted in January 2020 on an inpatient basis to a 24-hour skilled nursing facility called Asistencia Villa Rehabilitation Care Center, operated by Silver Screen Healthcare, Inc. ("Silver Screen"). Mr. Womack died on October 29, 2020 while residing at that facility. Following his death, Mr. Womack's parents and heirs filed suit against Silver Screen, alleging dependent adult abuse under the Elder Abuse and Dependent Adult Civil Protection Act, Negligence, violation of resident's rights under the Health and Safety Code, and wrongful death.

The first three causes of action were survivor claims brought by Mr. Womack's successors interest. The wrongful death cause of action was brought by the Plaintiffs in their personal capacity. The Plaintiffs alleged that Silver Screen failed to protect Mr. Womack from multiple falls and injuries, and had failed to employ an adequate number of qualified personnel. Mr. Womack had signed a resident-facility arbitration agreement prior to his becoming a resident.

After suit was filed, Silver Screen filed a Motion to Compel Arbitration as to each of the four Causes of Action. Plaintiffs opposed the petition, arguing that Ruiz did not apply because the wrongful death case was based on the Elder Abuse Act, and not as professional (medical) negligence. The trial court granted Silver Screen's Motion to Compel Arbitration of the three survivor claims, but denied the motion as to Plaintiffs' individual claims for

wrongful death. The Court of Appeal reversed, holding that all claims were subject to arbitration.

The California Supreme Court took up the matter and ruled that the Court of Appeals' application of Ruiz was too broad and ruled that Ruiz does not apply to every type of wrongful death claim. The Supreme Court ruled that, to the extent the Plaintiffs' complaint failed to detail whether they are alleging deficiencies and the nursing care is rendering medical service or instead, in its provision of custodial care, the Plaintiffs should be permitted to amend their complaint to allege claims based on custodial care, which would not be subject to arbitration.

The Holland case will provide authority that a medical care provider, sued for claims not involving medical malpractice, may not rely upon an otherwise valid, executed arbitration agreement.

About the Authors: Edward F. Morrison, Jr. is the founding partner and Larry A. Schwartz is Of Counsel to The Morrison Law Group, a professional corporation. Their biographies can be viewed at morrisonlawgroup.com.

Publication Note: The Morrison Law Group wishes to disseminate this publication to all clients and colleagues of the Firm who wish to receive it. Should any recipient desire to be removed from the distribution list, or wishes to have a colleague added, please contact Jim Van Dusen at The Morrison Law Group at 213 356-5504.

Disclaimer Note: The legal article presented above is intended to provide general information which may be of interest or use to clients and colleagues of The Morrison Law Group and should not be construed as legal advice on any matter.