

ARKANSAS COURT OF APPEALS, DIVISION III

Robinson Nursing & Rehabilitation Center, Inc.; Central Arkansas Nursing Centers, Inc.; Trinity Court, Inc.; and Michael Morton v. Rick Grant, as Personal Representative of the Estate of Mary Etta Walker, Deceased, and on Behalf of the Wrongful Death Beneficiaries of Mary Etta Walker

2026 Ark. App. 95 (Ark. Ct. App. 2026) · No. CV-24-843 · Decided February 11, 2026

SUMMARY

The Arkansas Court of Appeals affirmed the denial of a nursing-facility defendants’ motion to compel arbitration in a wrongful-death and negligence action. The court held that the arbitration agreement was unenforceable because it failed to identify Mary Etta Walker as the resident or party to the agreement, and it declined to reach the issues concerning the scope of the durable power of attorney.

CASE DETAILS

COURT	Arkansas Court of Appeals, Division III
WRITING FOR THE COURT	Kenneth S. Hixson; Wood; Brown
JURISDICTION	Arkansas Court of Appeals, Division III
DECIDED	February 11, 2026
DOCKET	CV-24-843
DISPOSITION	affirmed
PROCEDURAL POSTURE	Interlocutory appeal from an order denying a motion to compel arbitration.
STANDARD OF REVIEW	The court reviewed the order denying the motion to compel arbitration de novo on the record.
PRECEDENTIAL VALUE	Published Arkansas Court of Appeals opinion
PARTIES	Robinson Nursing & Rehabilitation Center, Inc., Central Arkansas Nursing Centers, Inc., Trinity Court, Inc., Michael Morton v. Rick Grant, as Personal Representative of the Estate of Mary Etta Walker, Deceased, and on Behalf of the Wrongful Death Beneficiaries of Mary Etta Walker

TOPICS

arbitration

contract formation

contract interpretation

interlocutory appeal

appellate procedure

PRACTICE AREAS

arbitration

contracts

health law

appellate procedure

QUESTIONS PRESENTED

1. Whether the arbitration agreement was an enforceable agreement to arbitrate when it did not identify Mary Etta Walker as the resident or party to the arbitration agreement.
2. Whether the admission agreement could supply the missing identification of the resident in the separate arbitration agreement.
3. Whether Grant's durable health-care power of attorney authorized him to execute the arbitration agreement on Walker's behalf.

HOLDINGS

1. The arbitration agreement was unenforceable because it failed to identify Mary Etta Walker as the resident or otherwise establish the identities of the parties to the agreement.
2. The court rejected the argument that Walker was deemed identified in the arbitration agreement because she was identified as the resident in the admission agreement.
3. The court did not reach the scope of Grant's power of attorney because the arbitration agreement was independently unenforceable for failing to identify the parties.

KEY QUOTATIONS

“Construing the arbitration agreement most strongly against appellants, we affirm the trial court’s finding that the arbitration agreement is unenforceable because it fails to identify Mary as the “Resident.”” (at 9)

“We hold that appellants failed in their burden to prove that the arbitration agreement was executed on Mary’s behalf because she is not identified therein, and we reject appellants’ argument that Mary was deemed identified in the arbitration agreement because she was identified in the admission agreement.” (at 10)

FACTUAL BACKGROUND

Mary Etta Walker was admitted to Robinson Nursing & Rehabilitation Center on July 1, 2019. Her son, Rick Grant, signed an admission agreement and an arbitration agreement as the resident's responsible party, identifying his relationship as "Son/POA." Although Walker was identified as the resident in the admission agreement, her name did not appear in the arbitration agreement, and the space for the undersigned resident was blank. Walker later died, and Grant brought negligence and medical-negligence claims alleging injuries from repeated falls, dehydration, severe weight loss, and premature death.

PROCEDURAL HISTORY

Rick Grant, as personal representative of Mary Etta Walker's estate and on behalf of the wrongful-death beneficiaries, sued the nursing-facility appellants for negligence and medical negligence. The appellants moved to compel arbitration based on an arbitration agreement signed by Grant during Walker's admission. The Pulaski County Circuit Court denied the motion, and the Arkansas Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Hickory Heights Health & Rehab, LLC v. Watson, 2025 Ark. App. 133, 707 S.W.3d 499
- Alltel Corp. v. Sumner, 360 Ark. 573, 203 S.W.3d 77 (2005)
- Asset Acceptance, LLC v. Newby, 2014 Ark. 280, 437 S.W.3d 119
- Innisfree Health & Rehab, LLC v. Titus, 2021 Ark. App. 403, 636 S.W.3d 781
- Carter v. Four Seasons Funding Corp., 351 Ark. 637, 97 S.W.3d 387 (2003)
- Bigge Crane & Rigging Co. v. Entergy Ark., Inc., 2015 Ark. 58, 457 S.W.3d 265
- Elsner v. Farmers Ins. Group, Inc., 364 Ark. 393, 220 S.W.3d 633 (2005)
- Sloop v. Kiker, 2016 Ark. App. 125, 484 S.W.3d 696
- Lakeside Nursing & Rehabilitation Center, Inc. v. Rufkahr, 2019 Ark. App. 142, 572 S.W.3d 461
- Altice USA, Inc. v. City of Gurdon, 2024 Ark. App. 228, 688 S.W.3d 441
- Price v. Willbanks, 2009 Ark. App. 849, 374 S.W.3d 28
- Sherwood Nursing Rehabilitation Center, Inc. v. Cazort, 2022 Ark. App. 65, 642 S.W.3d 214