

SUPREME COURT OF ALABAMA

Ex parte Brookwood Health Services, Inc.

265 So. 3d 1261 (Ala. 2018) · Decided June 22, 2018

SUMMARY

The Alabama Supreme Court granted Brookwood Health Services, Inc.'s petition for a writ of mandamus and directed the trial court to dismiss Rita Kay's action. The court held that the amended complaint naming Brookwood Health Services, Inc. did not relate back under Rule 15(c)(3), because the record did not show that the entity received notice of the original action within the required 120-day period. As a result, the amended complaint was barred by Alabama's two-year medical-liability statute of limitations.

CASE DETAILS

COURT	Supreme Court of Alabama
WRITING FOR THE COURT	Wise; Stuart, C.J.; Bolin, J.; Parker, J.; Shaw, J.; Main, J.; Bryan, J.; Sellers, J.; Mendheim, J.
JURISDICTION	Alabama
DECIDED	June 22, 2018
DISPOSITION	writ_granted
PROCEDURAL POSTURE	Brookwood Health Services, Inc., petitioned for a writ of mandamus directing the Jefferson Circuit Court to vacate its order denying Brookwood's motion to dismiss and to dismiss Kay's amended complaint as barred by the statute of limitations.
STANDARD OF REVIEW	Mandamus requires a clear legal right to the requested order, an imperative duty accompanied by refusal to perform it, no other adequate remedy, and properly invoked jurisdiction. Mandamus is an appropriate vehicle to review an order denying dismissal or summary judgment when a defendant is added after the limitations period and the issue concerns relation back under Rule 15(c)(3).
PRECEDENTIAL VALUE	Published and precedential Alabama Supreme Court opinion
PARTIES	Brookwood Health Services, Inc. v. Rita Kay

TOPICS

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civil procedure

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether mandamus was an appropriate remedy to review the denial of Brookwood Health Services, Inc.'s motion to dismiss based on the statute of limitations and Rule 15(c)(3) relation back.
2. Whether Kay's amended complaint naming Brookwood Health Services, Inc., related back to the original complaint under Rule 15(c)(3).
3. Whether the amended complaint against Brookwood Health Services, Inc., was barred by Alabama's two-year medical-liability statute of limitations.

HOLDINGS

1. Mandamus is an appropriate means to review an order denying a motion to dismiss when a defendant was added after the statute of limitations expired and the issue is whether the amended complaint relates back under Rule 15(c)(3).
2. An amended complaint changing or adding a defendant does not relate back under Rule 15(c)(3) unless the claim arises from the same conduct or occurrence and, within the applicable limitations period or 120 days after commencement of the action, whichever is later, the added party received notice sufficient to avoid prejudice and knew or should have known that the action would have been brought against it but for a mistake concerning the proper party's identity.
3. Because the amended complaint did not relate back to the original complaint, the claims against Brookwood Health Services, Inc., filed after the two-year limitations period, were barred by Alabama Code section 6-5-482(a).

KEY QUOTATIONS

"A petition for a writ of mandamus, however, is the proper means to seek review of an order denying a motion to dismiss or for a summary judgment filed by a defendant added after the statute of limitations has run, under Rule 15(c)(3), Ala. R. Civ. P., which governs the relation back of amended complaints when the defendant has received notice of the action so that the defendant will not be prejudiced in maintaining a defense on the merits and the defendant knew or should have known that, but for a mistake concerning the identity of the proper party, the action would have been brought against the defendant." (1264-1265)

"Therefore, even assuming, without deciding, that there was an identity of interests between Brookwood Baptist Health LLC and Brookwood Health Services, Inc., there was no evidence to show that either entity received notice of the complaint within 120 days after Kay filed it." (1266)

FACTUAL BACKGROUND

Kay alleged that she was injured by another patient while receiving treatment in Brookwood Baptist Medical Center's Psychiatric and Behavioral Health Inpatient Services Unit from October 8 through October 12, 2014. She filed suit on October 8, 2016, naming Brookwood Baptist Health LLC and fictitious defendants, but the

entities identified in the pleadings and service documents did not correspond consistently to the legal entity later named as Brookwood Health Services, Inc. Brookwood Health Services, Inc., was not named until Kay filed an amended complaint on June 3, 2017, and the materials before the court showed that it received the complaint after the applicable limitations period and more than 120 days after commencement of the action.

PROCEDURAL HISTORY

Kay filed an action arising from injuries allegedly suffered while receiving inpatient psychiatric treatment, initially naming Brookwood Baptist Health LLC and fictitious defendants. After several service-related orders and an amendment naming Brookwood Baptist Health Services, Brookwood Health Services, Inc., moved to dismiss for insufficient service and expiration of the statute of limitations. The Jefferson Circuit Court denied the motion, and Brookwood sought mandamus relief. The Alabama Supreme Court granted the petition and directed dismissal.

DISPOSITION

writ_granted

REMAND INSTRUCTIONS

The Jefferson Circuit Court was directed to vacate its September 7, 2017, order denying Brookwood Health Services, Inc.'s motion to dismiss and to dismiss Kay's complaint.

CASES CITED

- Ex parte Monsanto Co., 862 So. 2d 595, 604 (Ala. 2003)
- Ex parte Butts, 775 So. 2d 173, 176 (Ala. 2000)
- Ex parte United Serv. Stations, Inc., 628 So. 2d 501, 503 (Ala. 1993)
- Ex parte Southland Bank, 514 So. 2d 954, 955 (Ala. 1987)
- Ex parte Empire Gas Corp., 559 So. 2d 1072 (Ala. 1990)
- Ex parte Jackson, 780 So. 2d 681 (Ala. 2000)
- Ex parte Snow, 764 So. 2d 531 (Ala. 1999)
- Ex parte Stover, 663 So. 2d 948 (Ala. 1995)
- Ex parte Novus Utils., Inc., 85 So. 3d 988, 995-96 (Ala. 2011)
- Bank of Red Bay v. King, 482 So. 2d 274, 280 (Ala. 1985)
- Ex parte Tidmore, 418 So. 2d 866 (Ala. 1982)
- Weaver v. Redwing Carriers, Inc., 475 So. 2d 869, 871 (Ala. Civ. App. 1985)
- Ex parte Profit Boost Mktg., Inc., 254 So. 3d 862, 870 (Ala. 2017)
- Mendez v. Jarden Corp., 503 F. App'x 930, 937 (11th Cir. 2013)