

SUPERIOR COURT OF THE STATE OF DELAWARE

Christopher F. Quinlan v. Mathew M. O'Brien, M.D., Brandywine
Hundred Family Medicine, LLC, and MDVIP, LLC

Quinlan v. O'Brien · No. C.A. No. N24C-11-124 KMM · Decided January 13, 2026

SUMMARY

The Delaware Superior Court granted MDVIP, LLC’s motion to dismiss claims for medical negligence, breach of contract, and fraudulent inducement under Rule 12(b)(1) based on an arbitration agreement in the parties’ membership agreement. The court held that the agreement clearly and unmistakably delegated arbitrability issues to the arbitrator and that a valid arbitration agreement existed, while declining to reach MDVIP’s alternative Rule 12(b)(6) arguments.

CASE DETAILS

COURT	Superior Court of the State of Delaware
WRITING FOR THE COURT	Kathleen M. Miller
JURISDICTION	Delaware Superior Court
DECIDED	January 13, 2026
DOCKET	C.A. No. N24C-11-124 KMM
DISPOSITION	dismissed
PROCEDURAL POSTURE	MDVIP moved to dismiss all claims against it under Superior Court Civil Rule 12(b)(1), or alternatively Rule 12(b)(6), arguing that the claims were subject to a valid arbitration agreement. The court granted the Rule 12(b)(1) motion and did not reach the Rule 12(b)(6) arguments.
STANDARD OF REVIEW	On a Rule 12(b)(1) motion, the court may consider facts outside the complaint, need not accept the plaintiff's factual allegations as true, and places the burden on the plaintiff to establish jurisdiction. In the arbitration context, the court first determines whether a valid arbitration agreement exists; if arbitrability has been clearly and unmistakably delegated, the arbitrator decides the scope and other arbitrability questions.
PRECEDENTIAL VALUE	published

PARTIES

Christopher F. Quinlan v. Mathew M. O'Brien, M.D., Brandywine
Hundred Family Medicine, LLC, MDVIP, LLC

TOPICS

arbitration motions to dismiss subject matter jurisdiction contract formation contract interpretation

PRACTICE AREAS

civil procedure arbitration contracts health law medical malpractice

QUESTIONS PRESENTED

1. Whether the Membership Agreement clearly and unmistakably delegated substantive arbitrability, including the scope of the arbitration provision, to the arbitrator.
2. Whether Quinlan's challenge to the availability of JAMS and compliance with JAMS procedural standards presented a procedural-arbitrability issue for the arbitrator.
3. Whether a valid arbitration agreement existed under Delaware contract law despite Quinlan's claims that the arbitration provision was ambiguous, indefinite, and lacked mutual assent.
4. Whether MDVIP was entitled to dismissal under Rule 12(b)(1) based on the arbitration agreement.

HOLDINGS

1. The Membership Agreement clearly and unmistakably delegated substantive-arbitrability questions, including whether Quinlan's claims fall within the arbitration provision, to the arbitrator.
2. Whether the arbitration provision complied with JAMS's procedural-fairness standards and whether JAMS was available was a procedural-arbitrability question for the arbitrator.
3. A valid and unambiguous arbitration agreement existed between Quinlan and MDVIP.
4. MDVIP's Rule 12(b)(1) motion to dismiss was granted because the valid arbitration agreement delegated arbitrability to the arbitrator.

KEY QUOTATIONS

"The parties' arbitration agreement clearly and unmistakably delegates the question of arbitrability to the arbitrator and was validly formed." (2)

"This language is clear and unmistakable—the arbitrator decides issues of substantive arbitrability." (9-10)

"The Arbitration Provision is unambiguous, JAMS rules apply to the parties' arbitration." (15-16)

FACTUAL BACKGROUND

MDVIP operates a medical concierge service through a Wellness Program and membership agreements with patients. Quinlan became an MDVIP member in April 2019 and received medical care from affiliated physician Dr. O'Brien, who treated his diabetes and hypertension but allegedly failed to evaluate symptoms indicating an

increased risk of kidney disease. Quinlan later developed stage IV kidney failure, requires dialysis, and is awaiting a kidney transplant. The Membership Agreement contained an arbitration provision covering claims involving MDVIP and expressly included disputes concerning arbitrability.

PROCEDURAL HISTORY

Quinlan filed an amended complaint asserting medical negligence, breach of contract, and fraudulent inducement claims against Dr. O'Brien, Brandywine Hundred Family Medicine, LLC, and MDVIP, LLC. MDVIP moved to dismiss, and the remaining defendants did not oppose the motion. The Superior Court granted MDVIP's motion because the Membership Agreement validly delegated arbitrability to the arbitrator and the court found that a valid arbitration agreement existed.

DISPOSITION

dismissed

CASES CITED

- Gandhi-Kapoor v. Hone Capital LLC, 307 A.3d 328, 340-45, 347, 348, 356 (Del. Ch. 2023)
- Buzzfeed Media Enterprises, Inc. v. Anderson, 2024 WL 2187054, at *4, *12-14 (Del. Ch. May 15, 2024)
- In re Proton Pump Inhibitors Products Liability Litigation, 2023 WL 5165406, at *5 (Del. Super. Aug. 11, 2023)
- Appriva Shareholder Litigation Co., LLC v. EV3, Inc., 937 A.2d 1275, 1284 n.14 (Del. Ch. 2007)
- Sunder Energy LLC v. Jackson, 332 A.3d 472, 487 (Del. 2024)
- Channel PES Acquisition Co., LLC v. Heritage-Crystal Clean, Inc., 2024 WL 3252166, at *8 (Del. Super. June 30, 2024)
- Donofrio v. Peninsula Healthcare Services, LLC, 2022 WL 1054969, at *2-3 (Del. Super. Apr. 8, 2022)
- Morgan v. Sundance, Inc., 596 U.S. 411 (2022)
- Parfi Holding AB v. Mirror Image Internet, Inc., 817 A.2d 149, 151-59 (Del. 2002)
- Bunting Macks LLC v. D.R. Horton, Inc.-New Jersey, 2025 WL 2233619, at *4 (Del. Ch. Aug. 6, 2025)
- Medicis Pharmaceutical Corp. v. Anacor Pharmaceuticals, Inc., 2013 WL 4509652, at *3 (Del. Ch. Aug. 12, 2013)
- Payne v. Samsung Electronics America, Inc., 2024 WL 726907, at *3 (Del. Super. Feb. 21, 2024)
- Fairstead Capital Management LLC v. Blodgett, 288 A.3d 729, 735, 753 (Del. Ch. 2023)
- Marketwise, LLC v. Arnold, 2025 WL 2092951, at *6 (Del. Ch. 2025)
- Henry Schein, Inc. v. Archer and White Sales, Inc., 586 U.S. 63, 69 (2019)
- Viacom International, Inc. v. Winshall, 2012 WL 3249620, at *12 (Del. Ch. Aug. 9, 2012), *aff'd*, 72 A.3d 78 (Del. 2013)
- James & Jackson, LLC v. Willie Gary, LLC, 906 A.2d 76, 79 (Del. 2006)
- ArchKey Intermediate Holding, Inc. v. Mona, 302 A.3d 975, 992-93 (Del. Ch. 2023)
- Howsam v. Dean Witter Reynolds, Inc., 537 U.S. 79, 86 (2002)

- Skinner v. Peninsula Healthcare Services, 2021 WL 778324, at *3 (Del. Super. Mar. 1, 2021)
- Alexander v. Lyft, Inc., 2025 WL 689696, at *2 (Del. Super. Mar. 4, 2025)
- Eagle Force Holdings, LLC v. Campbell, 187 A.3d 1209, 1230 (Del. 2018)
- Manti Holdings, LLC v. Authentix Acquisition Co., Inc., 261 A.3d 1199, 1208 (Del. 2021)

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