

SUPREME COURT OF MISSISSIPPI

Manhattan Nursing and Rehabilitation Center, LLC, Ashley Bouldin,
LPN, and Fredia Harvey, LPN v. Verna Hawkins, Individually, and
on Behalf of and for the Use and Benefit of the Wrongful Death
Beneficiaries of Wydett Hawkins

Manhattan Nursing · No. No. 2024-CA-00488-SCT · Decided February 19, 2026

SUMMARY

The Mississippi Supreme Court affirmed the denial of a nursing facility's motion to compel arbitration in a wrongful-death action. The court held that, because execution of the arbitration agreement was not a condition of admission or continued care, the patient's wife lacked authority as a healthcare surrogate to bind him to the agreement. A dissent argued that signing the arbitration agreement was a healthcare decision and that the contrary rule from Mississippi Care Center of Greenville, LLC v. Hinyub should be overruled.

CASE DETAILS

COURT	Supreme Court of Mississippi
WRITING FOR THE COURT	Sullivan, Justice; Randolph, Chief Justice; King, Presiding Justice; Ishee, Justice; Griffis, Justice; Coleman, Presiding Justice; Branning, Justice
JURISDICTION	Supreme Court of Mississippi
DECIDED	February 19, 2026
DOCKET	No. 2024-CA-00488-SCT
DISPOSITION	affirmed
PROCEDURAL POSTURE	Interlocutory appeal from the denial of a motion to compel arbitration and stay proceedings in a wrongful-death and healthcare-liability action.
STANDARD OF REVIEW	De novo review applies to a trial court's denial of a motion to compel arbitration.
PRECEDENTIAL VALUE	Published, precedential decision of the Supreme Court of Mississippi; en banc majority opinion.

PARTIES

Manhattan Nursing and Rehabilitation Center, LLC, Ashley Bouldin, LPN, Fredia Harvey, LPN v. Verna Hawkins, individually and on behalf of and for the use and benefit of the wrongful-death beneficiaries of Wydett Hawkins

TOPICS

arbitration nursing home liability health law statutory interpretation appellate procedure

PRACTICE AREAS

arbitration health law nursing home liability contracts civil procedure

QUESTIONS PRESENTED

1. Whether execution of the arbitration agreement was a healthcare decision that Verna could make for Wydett as a healthcare surrogate under the Mississippi Uniform Health-Care Decisions Act.
2. Whether the arbitration agreement was valid and enforceable when it was not a condition of admission to or continued receipt of care at the nursing facility.
3. Whether the trial court properly denied the motion to compel arbitration and stay proceedings.

HOLDINGS

1. A healthcare surrogate's authority is limited to healthcare decisions, and execution of an arbitration agreement is a healthcare decision only when the agreement is an essential part of the consideration for receiving healthcare. Because the agreement here was expressly voluntary and was not a condition of admission or continued care, Verna lacked authority to bind Wydett to arbitration.
2. The arbitration agreement was invalid and unenforceable because Verna lacked authority to execute it on Wydett's behalf.

KEY QUOTATIONS

“We find that admission to the facility was not contingent on execution of the arbitration agreement, thus it was not a healthcare decision.” (¶1)

“Because Verna did not have the authority to execute the arbitration agreement, we find that the arbitration agreement is invalid and unenforceable.” (¶17)

FACTUAL BACKGROUND

Wydett Hawkins was admitted to Manhattan Nursing and Rehabilitation Center on November 17, 2021, and his wife, Verna Hawkins, signed the admission paperwork, including an arbitration agreement. The agreement expressly stated that signing it was not a condition of admission or continued receipt of care. Wydett later suffered a decreased level of consciousness, was transferred to a hospital, and died at hospice from Alzheimer's-type dementia. Verna then brought wrongful-death claims alleging improper care and treatment, prompting Manhattan and its nurses to seek arbitration.

PROCEDURAL HISTORY

Verna Hawkins filed suit against Manhattan Nursing and Rehabilitation Center and two nurses concerning the care and treatment of Wydett Hawkins. The defendants moved to compel arbitration based on an arbitration agreement signed by Verna during Wydett's admission. The Hinds County Circuit Court denied the motion, concluding that Verna lacked authority as a healthcare surrogate to execute the agreement because arbitration was not a condition of admission or continued care. The defendants timely appealed, and the Supreme Court of Mississippi affirmed.

DISPOSITION

affirmed

CASES CITED

- Belhaven Senior Care, LLC v. Smith, 359 So. 3d 612, 616 (Miss. 2023)
- Adams Cmty. Care Ctr., LLC v. Reed, 37 So. 3d 1155, 1158-59 (Miss. 2010)
- Miss. Care Ctr. of Greenville, LLC v. Hinyub, 975 So. 2d 211, 218 (Miss. 2008)
- Wellness, Inc. v. Pearl River Cnty. Hosp., 178 So. 3d 1287, 1292 (Miss. 2015)
- Trinity Mission Health & Rehab of Holly Springs, LLC v. Lawrence, 19 So. 3d 647, 651-52 (Miss. 2009)
- Tarvin v. CLC of Jackson, LLC, 193 So. 3d 633, 637 (Miss. 2016)
- E. Ford, Inc. v. Taylor, 826 So. 2d 709, 713 (Miss. 2002)
- Dalon v. MS HUD Ocean Springs, LLC, 283 So. 3d 90, 94-96 (Miss. 2019)
- Covenant Health Rehab of Picayune, L.P. v. Brown, 949 So. 2d 732, 741-42 (Miss. 2007)
- Vicksburg Partners, L.P. v. Stephens, 911 So. 2d 507, 510, 514, 525-26 (Miss. 2005)
- Covenant Health & Rehab. of Picayune, LP v. Estate of Moulds ex rel. Braddock, 14 So. 3d 695, 711 (Miss. 2009)
- Kindred Nursing Ctrs. Ltd. P'ship v. Clark, 581 U.S. 246, 251 (2017)
- AT&T Mobility LLC v. Concepcion, AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339 (2011)
- Qualcomm Inc. v. Am. Wireless License Grp., LLC, 980 So. 2d 261, 269 (Miss. 2007)