

DISTRICT COURT OF APPEAL OF FLORIDA, SECOND DISTRICT

Greenbrook NH, LLC v. Estate of Sayre ex rel. Raymond

150 So. 3d 878 (Fla. 2d DCA 2014) · No. 2D13-4009 · Decided November 7, 2014

SUMMARY

The Florida Second District Court of Appeal held that an arbitration agreement signed upon admission to a skilled nursing facility remained valid and enforceable despite portions of the executed copy being obscured by a photocopying error. The court concluded that the agreement contained sufficient terms to establish the parties' intent to arbitrate and that statutory provisions could address any gap concerning the selection of a neutral arbitrator. The court reversed and remanded with directions to grant the motion to compel arbitration.

CASE DETAILS

COURT	District Court of Appeal of Florida, Second District
WRITING FOR THE COURT	LaROSE, Judge; LaROSE; CASANUEVA; SLEET
JURISDICTION	Florida
DECIDED	November 7, 2014
DOCKET	2D13-4009
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Interlocutory appeal under Florida Rule of Appellate Procedure 9.130 from a nonfinal order denying a nursing facility's motion to compel arbitration and motion to stay proceedings.
STANDARD OF REVIEW	Factual findings are reviewed for competent, substantial evidence; construction of the arbitration provision and application of law to the facts are reviewed de novo.
PRECEDENTIAL VALUE	published opinion
PARTIES	Greenbrook NH, LLC, Greystone Healthcare Management Corp., Monika K. Peters, Michelle E. Upton v. The Estate of Alene M. Sayre, by and through Annette M. Raymond, Personal Representative

TOPICS

[contracts](#)[nursing home liability](#)[interlocutory appeal](#)[appellate jurisdiction](#)[standard of review](#)

PRACTICE AREAS

contract law

arbitration

nursing home liability

appellate procedure

QUESTIONS PRESENTED

1. Whether an arbitration agreement remains valid and enforceable when portions of the executed copy, including the title, part of the arbitration-panel procedure, and part of a severability clause, are obscured by a photocopying error.
2. Whether the Florida Arbitration Code supplies or cures the omitted procedural term concerning selection of a neutral arbitrator or umpire.

HOLDINGS

1. The arbitration agreement was valid and enforceable because the unobscured provisions, read as a whole, sufficiently demonstrated the parties' intent to arbitrate and supplied definite terms concerning the matters to be arbitrated and the procedure for arbitration.
2. An arbitration agreement is enforceable when the signatory has a meaningful opportunity to review it, obtain guidance, and accept or reject its terms; on these facts, Raymond had such an opportunity and signed with a clear intent to arbitrate potential disputes.

KEY QUOTATIONS

"The polestar guiding us in the construction of a written arbitration agreement, as with any contract, is the parties' intent." (-3-)

"If a party has 'a meaningful opportunity to review the arbitration agreement, to obtain guidance, and to accept or reject the terms of the arbitration agreement,' the agreement is enforceable." (-5-)

FACTUAL BACKGROUND

Alene Sayre lived at Greenbrook, a skilled nursing facility, for most of 2011. Her daughter, Annette Raymond, acting as Sayre's legally authorized representative, signed an arbitration agreement requiring arbitration of disputes arising from Sayre's stay. After Raymond, as personal representative of Sayre's estate, sued Greenbrook for negligence and violation of nursing-home residents' rights, Greenbrook sought to enforce the agreement, which contained portions obscured by a photocopying error but was accompanied by a complete unsigned copy.

PROCEDURAL HISTORY

The estate sued Greenbrook for negligence and violation of Florida nursing-home residents' rights. Greenbrook moved to compel arbitration based on an arbitration agreement signed by the decedent's legally authorized representative and moved to stay the proceedings. The circuit court denied the motions after finding that portions of the agreement obscured by a photocopying error were material and rendered the agreement invalid. The Second District reversed and remanded with directions to grant the motion to compel arbitration.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reverse the order denying the motion to compel arbitration and remand with directions to grant the motion to compel arbitration.

CASES CITED

- Zephyr Haven Health & Rehabilitation Center, Inc. v. Hardin, 122 So. 3d 916, 919 (Fla. 2d DCA 2013), review denied, 135 So. 3d 287 (Fla. 2014)
- Woebse v. Health Care & Retirement Corp. of America, 977 So. 2d 630, 632 (Fla. 2d DCA 2008)
- Bland, ex rel. Coker v. Health Care & Retirement Corp. of America, 927 So. 2d 252, 255 (Fla. 2d DCA 2006)
- Shotts v. OP Winter Haven, Inc., 86 So. 3d 456 (Fla. 2011)
- Bergman v. DeIulio, 826 So. 2d 500, 503 (Fla. 4th DCA 2002)
- Malone & Hyde, Inc. v. RTC Transportation, Inc., 515 So. 2d 365, 366 (Fla. 4th DCA 1987)
- Crastvell Trading Ltd. v. Marengere, 90 So. 3d 349, 353 (Fla. 4th DCA 2012)
- SCG Harbourwood, LLC v. Hanyan, 93 So. 3d 1197, 1200 (Fla. 2d DCA 2012)
- Tampa HCP, LLC v. Bachor, 72 So. 3d 323, 328 (Fla. 2d DCA 2011)