

Kentucky Supreme Court
Cases of Note
July-August, 2020

Note: To open hyperlink, take one of the following steps:

1. Hold down the control (“Ctrl”) key and click on the link.
2. Right-click on the link and select “Open Hyperlink”.

Note: No decisions of interest in July.

ARBITRATION

LP Louisville East, LLC D/B/A Signature Healthcare of East Louisville, et al. v. Kenneth R. Patton

[2019-SC-0016-D](#) August 20, 2020

[2019-SC-0211-D](#) August 20, 2020

Opinion of the Court by Justice Hughes. Minton, C.J.; Lambert and VanMeter, JJ. Concur. Keller and Wright, JJ., concur in result only. Hughes concurs by separate opinion in which Minton, C.J., and VanMeter, J., join. Nickell, J., not sitting.

Tommy Patton died shortly after suffering a fall at LP Louisville East, LLC, doing business as Signature HealthCARE of East Louisville (Signature), a long-term care facility. Kenneth R. Patton, Administrator of Tommy’s Estate and Tommy’s son, brought a negligence/wrongful death claim against Signature. Signature moved the circuit court to compel Kenneth to arbitrate the claims based upon the arbitration agreement Kenneth signed as Tommy’s authorized representative, and in his individual capacity, to secure Tommy’s admittance to the facility. The circuit court overruled the motion. The Court of Appeals affirmed in part as to Tommy’s Estate claims and reversed in part as to Kenneth’s individual wrongful death claim. On appeal, the Supreme Court held the arbitration agreement is enforceable as to Tommy’s Estate claim and Kenneth’s individual wrongful death claim. Applying the principles enunciated in *Ping v. Beverly Enterprises, Inc.*, 376 S.W.3d 581, 590 (Ky. 2012), Tommy’s power of attorney document authorized Kenneth to enter into the mandatory arbitration agreement when exercising his agency powers as to Tommy’s “maintenance” and “health” by admitting him to a long-term care facility. Also, Kenneth had reasonable notice that he was signing the arbitration agreement in his individual capacity and the wrongful death claim is thus also subject to arbitration.