

Filed 12/19/25 Holland v. Silverscreen Healthcare CA2/2  
Opinion following transfer from Supreme Court

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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION TWO

JONIE A. HOLLAND et al.,

B323237

Plaintiffs and  
Respondents,

Los Angeles County  
Super. Ct. No. 22STCV01945

v.

SILVERSCREEN  
HEALTHCARE, INC.,

Defendant and Appellant.

APPEAL from an order of the Superior Court of Los Angeles County, Michelle Williams Court, Judge. Reversed and remanded with directions.

Lewis Brisbois Bisgaard & Smith, Tracy D. Forbath, Kathleen M. Walker and Raymond K. Wilson, Jr., for Defendant and Appellant.

Peck Law Group, Steven C. Peck and Adam J. Peck for Plaintiffs and Respondents.

This case returns to us on remand from the California Supreme Court, which held more specificity in the complaint is needed to determine whether plaintiffs Jonie A. Holland and Wayne D. Womack's (collectively, plaintiffs) wrongful death cause of action is arbitrable. (*Holland v. Silverscreen Healthcare, Inc.* (2025) 18 Cal.5th 364, 385 (*Holland*).) We remand to the trial court to allow plaintiffs to amend.

## BACKGROUND

### Facts

Skyler Womack was a dependent adult and resident of Asistencia Villa Rehabilitation and Care Center (Asistencia), a skilled nursing facility.<sup>1</sup> On admission to the facility, he signed a document titled “RESIDENT-FACILITY ARBITRATION AGREEMENT.” The agreement stated, “It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract . . . were improperly, negligently or incompetently rendered, will be determined by submission to arbitration . . . .” The agreement also explained that “any dispute . . . that relates to the provision of care, treatment and services” that Asistencia provided to Skyler, “including any action for injury or death arising from negligence, intentional tort and/or statutory causes of action (including all California Welfare and Institutions Code sections), will be determined by submission to binding arbitration . . . .” The agreement also purported that it was “binding on all parties,”

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<sup>1</sup> Because Skyler A. Womack and Wayne D. Womack share the same last name, we refer to them by their first names. No disrespect is intended.

including Skyler’s “representatives, executors, family members, and heirs.”

Skyler died on October 29, 2020. Holland and Wayne, Skyler’s parents and heirs, filed a complaint, asserting the following causes of action against Asistencia: (1) dependent adult abuse, (2) negligence, (3) violation of residents’ rights, and (4) wrongful death. Holland asserted the first three causes of action as Skyler’s successor-in-interest. Holland and Wayne asserted the fourth cause of action for wrongful death as their individual cause of action.

### **Litigation proceedings**

#### ***Trial court***

Asistencia petitioned to compel arbitration of all causes of action. The trial court granted the petition as to the first three survivor causes of action. It, however, denied the petition as to the wrongful death cause of action.

According to the trial court, under *Ruiz v. Podolsky* (2010) 50 Cal.4th 838 (*Ruiz*) and Code of Civil Procedure section 1295 (section 1295), plaintiffs who allege the wrongful death of a patient due to professional negligence of a health care provider shall submit their wrongful death cause of action to arbitration where the patient agreed to arbitration of such claims. However, under *Avila v. Southern California Specialty Care, Inc.* (2018) 20 Cal.App.5th 835, if the primary basis for the wrongful death cause of action is neglect as defined in the Elder Abuse and Dependent Adult Civil Protection Act (Welf. & Inst. Code, § 15600 et seq.)—instead of negligence—*Ruiz* and section 1295 do not apply.

The trial court determined that plaintiffs’ wrongful death cause of action sounds in neglect, which takes the cause of action

outside the domain of *Ruiz* and section 1295. The trial court also found Skyler could not bind nonsignatory heirs to arbitrate their individual claims.

### ***Court of Appeal***

Asistencia appealed the denial as to the wrongful death claim. The prior panel reversed, finding that the claim “sounds in professional negligence” because “[t]he allegations of understaffing and the failure to prevent Skyler from falling or developing infections speak to “negligent act[s] or omission[s] to act by a health care provider in the rendering of professional services” which proximately caused Skyler’s death.” (*Holland, supra*, 18 Cal.5th at p. 373.)<sup>2</sup> Because there was no dispute that the agreement satisfied the statutory language and formatting requirements of section 1295, the previous panel determined that, under *Ruiz*, the wrongful death claim was subject to arbitration. (*Holland*, at pp. 373–375.)

### ***Supreme Court***

The Supreme Court reversed.<sup>3</sup> It determined that *Ruiz* and section 1295 apply only to wrongful death causes of action based on medical malpractice, or the negligent provision of medical care. (*Holland, supra*, 18 Cal.5th at pp. 370–371, 379.) If the wrongful death claim is based instead on custodial neglect, or the failure to attend to the basic needs of elderly or dependent adults, section 1295 does not apply, and the wrongful death cause of

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<sup>2</sup> Plaintiffs did not cross-appeal from the order as to the survivor claims. (*Holland, supra*, 18 Cal.5th at p. 372, fn. 1.)

<sup>3</sup> On October 23, 2025, we granted plaintiffs’ motion for costs incurred in the Supreme Court.

action is not subject to arbitration. (*Holland*, at pp. 371, 379, 381.)

Recognizing that a skilled nursing facility provides both medical and custodial care, the Supreme Court drew a distinction between the two. (*Holland, supra*, 18 Cal.5th at p. 382.) “In the context of a skilled nursing facility, the operative question is whether such duties are owed by virtue of being a medical services provider or by virtue of being the custodian of a dependent adult. Claims premised on the manner in which skilled nursing or other long-term care facilities protect the basic welfare and safety of residents fall outside the scope of section 1295(a), and thus outside the scope of *Ruiz*.<sup>7</sup>” (*Id.* at p. 381.)

Concerning plaintiffs’ wrongful death claim, however, the Supreme Court was unable to determine whether the claim was based on custodial neglect or medical malpractice. (*Holland, supra*, 18 Cal.5th at p. 385.) It explained that “[w]ithout more information, it is impossible to assess whether plaintiffs’ wrongful death claim is based on the negligent rendering of medical services (in which case *Ruiz* applies), or instead on the facility’s nonmedical neglect (in which case it does not).” (*Ibid.*)

## DISCUSSION

Due to the ambiguity in their wrongful death claim, the Supreme Court determined that plaintiffs should have the opportunity to amend their complaint to state “*how Asistencia’s alleged understaffing, failure to keep its facility in good repair, and failure to attend to Skyler’s basic needs caused Skyler to fall or incur infections, leading to his eventual death.*” (*Holland, supra*, 18 Cal.5th at p. 385.) The Supreme Court remanded for further proceedings consistent with its opinion.

Pursuant to the Supreme Court's direction, we reverse the denial of the petition to compel arbitration as to the wrongful death cause of action and remand the matter to allow plaintiffs to amend their wrongful death cause of action.

## **DISPOSITION**

The order denying Asistencia's petition to compel arbitration as to the wrongful death cause of action is reversed and the matter remanded. No later than 30 days from issuance of the remittitur, the trial court shall grant plaintiffs leave to amend the complaint to "connect[] the factual predicate of the [wrongful death] claim to the claim of injury" (*Holland, supra*, 18 Cal.5th at p. 385) and set a deadline for filing the amended complaint. Subsequent proceedings shall be consistent with the opinion of the Supreme Court.

Plaintiffs are entitled to costs on appeal.

CHAVEZ, J.

We concur:

LUI, P. J.

RICHARDSON, J.