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*Kindred Nursing Centers Limited Partnership v. Clark,* No. 16-32

In refusing to enforce arbitration agreements between two nursing homes and their residents, the Kentucky

Supreme Court held, by a 4-3 vote, that a family member who has been given a power of attorney lacks the

authority to sign an arbitration agreement on behalf of her principal unless the power of attorney expressly refers to

arbitration agreements. Kentucky law does not require such express authorization for any other type of contract.

The Federal Arbitration Act provides that arbitration agreements “shall be valid, irrevocable, and enforceable, save

upon such grounds as exist at law or in equity for the revocation of *any* contract.” 9 U.S.C. § 2 (emphasis added).

The Court granted certiorari in *Kindred* to decide whether the Federal Arbitration Act preempts this Kentucky state-

law rule limiting the effectiveness of powers of attorney on the ground that it discriminates against arbitration.