

STATE OF MICHIGAN
COURT OF APPEALS

TODD DEVOY, a/k/a TODD MALINOWSKI, a
minor, by his next friend, BOBBIE ANN DEVOY
Plaintiff-Appellant,

UNPUBLISHED

v

No. 181868

LC No. 94-402118-NH

HUTZEL HOSPITAL, a Michigan Non-Profit
Corporation, DEXTER ARRINGTON, M.D.
and YOLANDA RENFROE, M.D. jointly and
severally,

Defendant-Appellants.

Before: White, P.J., and Smolenski and R.R. Lamb,* JJ.

White, J. (dissenting).

Under the circumstances that 1) plaintiff's mother signed an arbitration agreement for "Devoy Baby" and "Minor" knowing she was at the hospital to deliver twins, 2) the hospital admitting interviewer's practice was to offer pregnant women two arbitration agreements, one for themselves and one for the baby, and, if informed by the patient or triage nurse that the patient is expecting twins, separate arbitration agreements for Twin A and Twin B, and 3) the admitting interviewer would have filled out separate arbitration agreements for the twins had she known plaintiff's mother was carrying twins, I conclude that the circuit court did not err in concluding that the admitting interviewer offered a single agreement not knowing that a multiple birth was expected, that plaintiff's mother signed a separate form specifically referring to "Baby" and "Minor" knowing "she was signing away the rights to go to court for the minor children," and that because the statute does not require separate forms for each child, the agreement is valid as to the two children. In sum, I conclude that where plaintiff's mother signed a separate arbitration agreement knowing she was carrying twins, and the admitting interviewer provided the separate agreement intending that it apply to the delivery, but only provided one such agreement because she did not know that the delivery was expected to result in a multiple birth, the agreement is properly construed to apply to both children.

I would affirm.

/s/ Helene N. White