

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING  
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA  
SECOND DISTRICT

ELVEDIA ELDRIDGE, )  
)  
Appellant, )  
)  
v. )  
)  
INTEGRATED HEALTH SERVICES, )  
INC.; CENTRAL PARK LODGES, )  
INC., d/b/a INTEGRATED HEALTH )  
SERVICES OF LAKELAND AT )  
OAKBRIDGE; and INTEGRATED )  
HEALTH SERVICES DEVELOPMENT, )  
INC., )  
Appellees. )  
\_\_\_\_\_ )

Case No. 2D01-2344

Opinion filed November 28, 2001.

Appeal from nonfinal order of the Circuit  
Court for Polk County; Dick Prince,  
Judge.

Mathew L. Bahl of The Philpot Law  
Group, P.A., Lakeland, for Appellant.

James G. Lindquist of Barr, Murman,  
Tonelli, Slother & Sleet, Tampa, for  
Appellees.

PARKER, Acting Chief Judge.

Elvedia Eldridge appeals from a nonfinal order granting the amended  
motion to stay action and motion to compel arbitration of appellees Integrated Health

Services, Inc.; Central Park Lodges, Inc., d/b/a Integrated Health Services of Lakeland at Oakbridge; and Integrated Health Services Development, Inc., in Eldridge's action for negligence and violation of nursing home residents' rights. We affirm the trial court's order.

Eldridge contended in the trial court the admission contract she entered into with the appellees was unconscionable and that, therefore, the arbitration clause in the contract was unenforceable. She cites PowerTel, Inc. v. Bexley, 743 So. 2d 570, 574 (Fla. 1st DCA 1999), review denied, 763 So. 2d 1044 (Fla. 2000), for the proposition that a party must establish both procedural and substantive unconscionability in order to invalidate an arbitration clause. We affirm the trial court's ruling that, under the facts of this case, the admission contract was not procedurally unconscionable. Like the trial court, we do not reach the issue of substantive unconscionability because Eldridge failed to establish the necessary element of procedural unconscionability. See id. Because these are the only issues Eldridge raises regarding the validity of the arbitration clause, we do not address whether any other basis exists to hold the arbitration clause unenforceable.

Affirmed.

NORTHCUTT and CASANUEVA, JJ., Concur.