



(Docket No. 132066)

GLORIA SHERIDAN GELLER, as Independent Administrator of the Estate of Mark Geller,
Deceased, Appellant, v. UBER TECHNOLOGIES, INC., *et al.*, Appellees.

Opinion filed September 24, 2026.

Justice Overstreet delivered the judgment of the court, with opinion.

Mark Geller was killed in a crash when his Uber driver lost control of the vehicle. Mark's widow Gloria, as administrator of his estate, filed wrongful death claims, survival claims, and negligence claims. The circuit court granted Uber's motion to compel arbitration of the estate's survival claims. It denied Uber's motion to compel arbitration of the wrongful death claims, premised on Gloria having previously signed her own user agreement with Uber. The appellate court reversed, finding that Gloria's user agreement with Uber delegated the question of arbitrability—that is, the question of whether the claim should be heard in arbitration or in court—to an arbitrator.

The supreme court reversed. Here, Gloria appeared in three distinct roles. She was an individual Uber user who accepted contractual terms governing her own transportation activities. She was also a statutory beneficiary under the Wrongful Death Act. But she was also the personal representative of the estate, which represented all of Mark's next of kin. The wrongful death action was not an asset of Mark's estate that could be limited by Mark's arbitration agreement with Uber. And Gloria's user agreement with Uber applied to her own access or use of Uber's services, in her individual capacity. The estate's wrongful death claims arose from injuries to Mark. Because Gloria never agreed to delegate, on behalf of the estate, the question of arbitrability of the wrongful death claims, the court confronted the question itself of whether the claims were subject to arbitration on the merits. Gloria's own agreement did not agree to arbitration on her own behalf as an estate beneficiary.