

Chilutti v. Uber: The Saga Continues



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If justice delayed is justice denied, the unfortunate Chiluttis will continue to be deprived of justice for the serious injuries that Shannon Chilutti sustained in March of 2019. Almost seven years after the accident, we have a decision from the Pennsylvania Supreme Court — but we still do not have a resolution of the plaintiffs' claim. Keith Chilutti accompanied his wife Shannon, who is confined to a wheelchair, to a medical appointment. After the appointment, he used his Uber app to request a wheelchair accessible vehicle (WAV) to go home. When the Uber driver placed Shannon in the rear of the WAV, he secured her chair with retractable hooks. Shannon asked for a seatbelt, but the driver did not provide one. During an aggressive turn, Shannon fell out of the wheelchair, hitting her head and causing her to lose consciousness.

Plaintiffs initiated litigation, but Uber filed a petition to compel arbitration, based on a mandatory arbitration clause the Chiluttis "agreed to" when they enrolled with Uber. The trial court granted the petition and stayed court proceedings pending the arbitration. Plaintiffs appealed, taking the position that this was an

immediately appealable collateral order under Pa.R.A.P. 313, and that the alleged agreement to arbitrate was insufficient to waive their constitutional right to a jury trial.

On July 19, 2023, a divided *en banc* panel of the Superior Court reversed and remanded, holding that this was an appealable order, giving it jurisdiction to decide the appeal on the merits.¹ Pennsylvania Rule of Appellate Procedure 313 allows parties to appeal as of right from interlocutory collateral orders where (1) the order is separable from and collateral to the main cause of action; (2) the right involved is too important to be denied review; and (3) the question presented is such that if review is postponed until after the final judgment, the claim will be irreparably lost.² The Superior Court held that it was "evident" that the trial court's order met the first two prongs of the test, and it concluded that the third requirement was satisfied because postponing review until final judgment may result in the irreparable loss of the Chiluttis' claims.³

Substantively, the Superior Court's majority held that the mandatory arbitration clause was not enforceable. Uber failed to ensure that the Chiluttis had reasonable notice that they were waiving their constitutional right to a jury trial when they created their Uber account, given that the arbitration clause was buried in a document accessible only through an optional text hyperlink that the plaintiffs had not clicked or viewed. The Superior Court's substantive holding was highly

empowering for consumers, who are frequently induced to compromise their litigation rights in order to purchase goods and services.

In its January 21, 2026 decision, the Pennsylvania Supreme Court vacated the Superior Court's judgment, holding that the Superior Court erred because it lacked jurisdiction to consider the merits of the Chiluttis' substantive claim regarding the lack of a valid arbitration agreement.⁴ The Supreme Court noted that, generally, our appellate courts have jurisdiction to consider appeals only from final orders, and it held that the trial court's order was indisputably not final because it merely granted Uber's petition to compel arbitration and stayed further court proceedings until the completion of arbitration.

The Supreme Court recognized the Pa.R.A.P. 313 collateral order exception to the final order rule and its opinion focused on the third prong of that doctrine. "If the Chiluttis are later aggrieved by the final judgment that the trial court enters after the matter is returned to that court following arbitration, then the Chiluttis can appeal that judgment to the Superior Court [and] in that appeal the Chiluttis can challenge, among other things, the trial court's April 26, 2021 order that is the subject of this appeal."⁵ The issue of whether the trial court erred in granting the petition to arbitrate would be a question of law and the Superior Court's review would be *de novo*. The Supreme Court noted that this case did not involve costly, complex litigation or a federal

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statute that expresses a legislative policy to contain litigation costs in specific cases. The Court held that the trial court's order granting Uber's petition to compel arbitration did not qualify as a collateral order, and that the Superior Court erred in holding otherwise.

The Supreme Court did not at all touch upon the substance of the Superior Court's reasoning regarding the non-enforceability of the mandatory arbitration clause.

The Supreme Court's unanimous decision in *Chilutti* is a resounding victory for corporations seeking to avoid Pennsylvania juries. Corporations know that injured plaintiffs will not likely challenge the validity of any arbitration provision after an arbitration award. In light of *Chilutti*, injured plaintiffs have no avenue to challenge an order compelling arbitration until after the arbitration, while corporations do. Therefore, trial courts should be reluctant to compel arbitrations where questions remain about whether an individual knowingly waived the constitutionally guaranteed right to a jury trial.

The Supreme Court's vacation of the Superior Court's order in *Chilutti* left consumers bereft of very beneficial controlling authority on the subject of mandatory arbitration. Fortunately, six weeks after the Supreme Court released its opinion in *Chilutti*, a Pennsylvania Superior Court panel issued an opinion in *Duffy v. Tatum*,⁶ affirming a trial court decision that had overruled Preliminary Objections based on an alleged agreement to arbitrate any

dispute. The Superior Court noted that the online agreement relied on by defendant was a combination of a "sign-in wrap" and a "clickwrap" in which the plaintiff had checked a box indicating his acceptance of the Terms of Service, waiving his right to a jury trial. The Court held that "the constitutional right to a jury trial should be afforded the greatest protection under the courts of this Commonwealth" and that defendants have a strict burden of proof to demonstrate a person's "unambiguous manifestation of assent to arbitration."⁷ The Superior Court agreed that this standard was not met. The arbitration provision never defined arbitration and did not state explicitly that the user was waiving his right to a trial by jury. The website did not provide reasonably obvious notice of its terms of service and, consequently, there was no meeting of the minds. The Superior Court affirmed the trial court order overruling the preliminary objections. The Superior Court's opinion in *Duffy* effectively restores its holdings in *Chilutti* to the status of controlling authority. ♦

¹ The Superior Court ultimately held that the parties did NOT have a valid arbitration agreement and that the trial court, therefore, erred by granting Uber's petition to compel arbitration. *Chilutti v. Uber Techs., Inc.*, 300 A.3d 430 (Pa. Super. Ct. 2023) (en banc).

² See *Comm. v. Harris*, 32 A.3d 243, 248 (Pa. 2011) (citing Pa. R.A.P. 313(b)).

³ *Chilutti supra*, 300 A.3d at 437-439.

⁴ *Chilutti v. Uber Techs., Inc.*, 2026 WL 156181 (Pa. 2026). Of note and interestingly, there were 12 Amicus Curiae briefs filed with the Supreme Court.

⁵ *Id.* 2026 WL 156181 at *6.

⁶ *Duffy v. Tatum*, 483 EDA 2025 (Pa. Super. Ct. 2026).

⁷ *Id.* at 15.

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