

# Instructive and Plaintiff-Friendly Case: Missouri Court of Appeals (Western District) Refuses to Enforce an Arbitration Agreement

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## **Greene v. Alliance Automotive, Inc., d/b/a JD Byrider, and Autobanc-2 Corporation, d/b/a CNAC – March 11, 2014**

In an effort to show that a car buyer willingly entered into an arbitration agreement, the car dealer VIDEOTAPED THE CLOSING and offered the video as evidence in support of its motion to compel arbitration. The Court of Appeals holds that the video cast doubt on the voluntariness of the buyer's agreement (in part because the closing agent was depicted as trivializing the arbitration agreement and portraying it as boring legalese that would put a reader to sleep). So the video, while maybe a decent idea, was somewhat lacking in the execution. The court goes on to hold that the agreement was unenforceable for lack of mutuality.

### ***Court summary:***

*Alliance Automotive, Inc., d/b/a JD Byrider, and Autobanc-2 Corporation, d/b/a CNAC (collectively referenced as “Alliance”) appeal the circuit court’s order denying its motion to compel arbitration and denying its motion for relief from that order. Alliance contends that the court erred in denying its motions because a valid and enforceable arbitration agreement exists between the parties.*

### ***AFFIRMED***

### ***Division One Holds:***

*(1) The circuit court did not err in denying Alliance’s motion to compel arbitration and denying its motion for relief from that order as the arbitration agreement at issue lacks mutuality of consideration and is, therefore, invalid, non-binding, and unenforceable.*

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