

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

ARIZON STRUCTURES WORLDWIDE, LLC,)	No. ED102757
Respondent,)	
)	
vs.)	
)	
GLOBAL BLUE TECHNOLOGIES-CAMERON,)	
LLC, GLOBAL BLUE TECHNOLOGIES, INC.,)	Appeal from the Circuit Court of
GLOBAL BLUE TECHNOLOGIES-)	St. Louis County
INTERNATIONAL, LLC, and GLOBAL BLUE)	
TECHNOLOGIES-USA, LLC,)	
Appellants,)	
)	
and)	
)	
DAVID K. WILLS and JAMES E. SALMON,)	Honorable Michael D. Burton
Defendants,)	
)	
and)	
)	
JOHNSON MARCRAFT, INC., JAN LIGAS and)	
RON SCHARF,)	
Respondents.)	Filed: October 6, 2015

Global Blue Technologies-Cameron, LLC, Global Blue Technologies, Inc., Global Blue Technologies-International, LLC, and Global Blue Technologies-USA, LLC, (collectively, “Buyers”) appeal the order of the Circuit Court of St. Louis County denying their motion to compel arbitration in an action for breach of contract filed by Arizon Structures Worldwide, LLC, Johnson Marcraft, Inc., Ron Scharf, and Jan Ligas (collectively, “Sellers”). Buyers claim the trial court erred because: (1) the parties executed a valid and enforceable arbitration agreement; and (2) Sellers’ claims against the individual, non-signatory defendants, as well as the corporate defendants, are subject to the arbitration agreement.

AFFIRMED.

Division Four holds: The subsequently executed contract’s dispute resolution provision conflicted with and therefore superseded the earlier arbitration agreement. We therefore conclude that the trial court did not err in denying Buyers’ motion to compel arbitration and granting Sellers’ motion to stay arbitration.

Opinion by: Patricia L. Cohen, J.
Sherri B. Sullivan, P.J., and Kurt S. Odenwald, J., concur.

Attorney for Appellants: Jon A. Bierman
Attorney for Respondents: John M. Hessel

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.