



**In the Missouri Court of Appeals**  
**Eastern District**  
**DIVISION ONE**

WILLIAM RAMEY MEAD, JR., and	)	No. ED91061
JACQUELINE M. MEAD,	)	
	)	
Appellants/Cross-Respondents,	)	
	)	Appeal from the Circuit Court of
vs.	)	St. Louis County
	)	
MOLONEY SECURITIES CO., INC.,	)	Honorable Maura B. McShane
	)	
Respondent/Cross-Appellant.	)	FILED: December 9, 2008

Before Kurt S. Odenwald, P.J., Glenn A. Norton, J., and Patricia L. Cohen, J.

PER CURIAM.

**OPINION SUMMARY**

William and Jacqueline Mead, pro se, appeal the trial court's judgment denying their motion to vacate an arbitration award in favor of Moloney Securities Co., Inc. The Meads claim that the trial court erred in denying their motion to vacate because: (1) the arbitration agreement they entered with Moloney Securities was invalid; (2) the arbitrator was biased; and (3) the arbitrator manifestly disregarded the law. Moloney Securities cross appeals the trial court's denial of its motion for attorneys' fees and costs. We affirm the trial court's denial of the Meads' motion to vacate the arbitration award, but reverse the denial of Moloney Securities' request for attorneys' fees and costs. Additionally, we grant Moloney Securities' separate motion for award of attorneys' fees and costs incurred on appeal.

AFFIRMED IN PART, REVERSED IN PART, AND REMANDED.

Division One Holds: The trial court properly denied the Meads' claim that the arbitration provisions contained in the Meads' U-4 Forms were invalid. Contrary to the Meads' allegations, Moloney Securities did not alter Ms. Meads' U-4 Form; Moloney Securities' alleged failures to provide the Meads with certified copies of the U-4 Forms and to comply with FINRA's record retention requirements did not affect the validity of the arbitration agreement; and Moloney Securities' alleged failure to sign and date various sections of the Form U-4 did not affect its ability to enforce the arbitration provisions. Also, the trial court properly refused to vacate the

arbitration award on the grounds of arbitrator bias because the Meads failed to establish “evident partiality” on the part of the arbitrator. Finally, the trial court did not err in refusing to vacate the arbitration award on the grounds that the arbitrator willfully ignored principles of contract law. Given that the arbitrator did not provide a legal opinion justifying his decision, the Meads could not establish that he understood and correctly stated the law yet proceeded to ignore it.

We find, however, that the trial court erred in denying Moloney Securities’ motion for attorneys’ fees and costs incurred in the trial court proceedings. Moloney Securities was entitled to recover these expenses pursuant to the parties’ employment agreements. We therefore remand with directions to the trial court to determine a reasonable award of attorneys’ fees and costs. Similarly, we grant Moloney Securities motion for attorneys’ fees and costs incurred on appeal, and direct the trial court to determine a reasonable award.