

**OPINION SUMMARY**  
**MISSOURI COURT OF APPEALS EASTERN DISTRICT**

KOHNER PROPERTIES, INC.,	)	No. ED99900
DEBRA J. PYZYK, INDIVIDUALLY	)	
AND AS TRUSTEE OF THE DEBRA J.	)	Appeal from the Circuit Court
PYZYK REVOCABLE LIVING TRUST,	)	of St. Louis County
AND AS TRUSTEE OF THE	)	
RESIDUARY TRUST CREATED UNDER	)	
THE JON M. PYZYK REVOCABLE	)	
LIVING TRUST,	)	
JAMESTOWN INDIANAPOLIS, LLC,	)	
WILLOWBROOK INDIANAPOLIS, LLC,	)	Honorable Barbara W. Wallace
WHITFIELD SQUARE, LLC,	)	
WATERSTONE PLACE, LLC AND	)	
VINEYARDS MANAGEMENT, INC.,	)	
	)	
Plaintiffs/Appellants,	)	
	)	
v.	)	
	)	
SPCP GROUP VI, LLC,	)	
	)	
Defendant/Counterclaim Plaintiff/ Respondent,	)	Filed: September 17, 2013
	)	
v.	)	
	)	
BARRINGTON PLACE MANAGEMENT,	)	
INC.,	)	
VINEYARDS APARTMENTS, LLC,	)	
SHENANDOAH VALLEY, LLC,	)	
HEATHERSTONE APARTMENTS, LLC,	)	
AND BARRINGTON PLACE, LLC.,	)	
	)	
Counterclaim Defendants.	)	

Kohner Properties, Inc.; Debra J. Pyzyk, Individually and as Trustee of the Debra J. Pyzyk Revocable Living Trust and as Trustee of the Residuary Trust created under the Jon M. Pyzyk Revocable Living Trust; Jamestown Indianapolis, LLC; Willowbrook Indianapolis, LLC; Whitfield Square, LLC; Waterstone Place, LLC; and Vineyards Management, Inc. (collectively Appellants) appeal from the trial court’s judgment denying their Application to Compel Arbitration.

On appeal, Appellants argue the trial court erred in denying their Application to Compel Arbitration of SPCP Group VI, LLC’s (SPCP) amended counterclaims because (1) SPCP agreed to arbitrate all controversies, claims or disputes arising out of or relating to the loan agreement, loan documents or any related agreements and (2) the claims asserted by SPCP arise out of or are related to the loan agreement, loan documents and/or related agreements.

AFFIRMED.

Division Two Holds: The trial court did not err in denying Appellants' Application to Compel Arbitration because while the parties are bound by a valid, enforceable arbitration agreement, SPCP's counterclaims seek ancillary remedies which may proceed under the arbitration provision's reservation of rights clause.

Opinion by: Sherri B. Sullivan, J. Robert G. Dowd, Jr., P.J., and Roy L. Richter, J., concur.

Attorneys for Appellants: Joseph R. Dulle and Robert E. Hellwig  
Attorneys for Respondent: Booker T. Shaw, William R. Bay, Christopher M. Hohn,  
John S. Kingston, Ryan Leitch and Kevin Tharp

**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.**