

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**BRENDA SNIEZEK,**

**Respondent,**

**v.**

**KANSAS CITY CHIEFS FOOTBALL CLUB, Appellant, NATIONAL FOOTBALL  
LEAGUE,**

**Amicus Curiae.**

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DOCKET NUMBER WD75206

**Date: February 26, 2013**

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Appeal from:  
Jackson County Circuit Court  
The Honorable Brian C. Wimes, Judge

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Appellate Judges:  
Division Two: Karen King Mitchell, Presiding Judge, Thomas H. Newton and Lisa White  
Hardwick, Judges

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Attorneys:  
William T. Kilroy and William E. Quirk, Kansas City, MO and Jon R. Dedon, Overland  
Park, KS for Appellant.  
Dennis W. Egan, Kansas City, MO for Respondent; John Hall, Washington, DC for  
Amicus Curiae.

**MISSOURI APPELLATE COURT OPINION SUMMARY**  
**COURT OF APPEALS -- WESTERN DISTRICT**

**BRENDA SNIEZEK**

**Respondent,**

**v.**

**KANSAS CITY CHIEFS FOOTBALL CLUB, Appellant, NATIONAL FOOTBALL LEAGUE,**

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WD75206

Jackson County

Before Division Two: Karen King Mitchell, Presiding Judge, Thomas H. Newton and Lisa White Hardwick, Judges

The Kansas City Chiefs Football Club, Inc., ("Chiefs") appeal the circuit court's denial of their motion to compel a former employee, Brenda Sniezek, to arbitrate her age discrimination claim against them. The Chiefs contend that a document Sniezek signed on her first day of work is a legally enforceable arbitration agreement.

**AFFIRMED.**

Division Two holds:

The circuit court did not err in denying the Chiefs' motion to compel arbitration. The document Sniezek signed is not a valid and enforceable arbitration agreement because it lacks consideration. The document does not contain any mutual promises by the Chiefs, and there is no evidence that the Chiefs conditioned their initial offer of employment to Sniezek on her signing it. The Chiefs' allowing Sniezek to keep the at-will employment that she had already been offered and had already accepted is

insufficient consideration to support her promise to arbitrate. Sniezek's promise to arbitrate was merely a term or condition of her at-will employment, and her obligation to fulfill any such terms and conditions ended when her employment ended.

Opinion by: Lisa White Hardwick, Judge

February 26, 2013

**THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.**