

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

LARRY CLEMMONS,

Respondent,

v.

KANSAS CITY CHIEFS FOOTBALL CLUB, INC.,

Appellant.

DOCKET NUMBER WD75329

Date: February 26, 2013

Appeal from:
Jackson County Circuit Court
The Honorable Sandra C. Midkiff, Judge

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

Attorneys:
Rachel H. Baker and Heidi V. Anderson, Kansas City, MO for Appellant.
Gene P. Graham and Deborah J. Blakely, Independence, MO for Respondent
John E. Hall, Washington, DC for Amicus Curiae.

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

LARRY CLEMMONS

Respondent,

v.

KANSAS CITY CHIEFS FOOTBALL CLUB, INC.,

Appellant.

WD75329

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, Larry Clemmons, to arbitrate his age discrimination claim against them. The Chiefs contend that a document Clemmons signed during his third year of employment 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 Clemmons 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 their offer of continued at-will employment is insufficient consideration to support Clemmons's promise to arbitrate. Clemmons's promise to

arbitrate was merely a term or condition of his at-will employment, and his obligation to fulfill any such terms and conditions ended when his employment ended.

Opinion by: Lisa White Hardwick, Judge

February 26, 2013

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