

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

COMPLETE TITLE OF CASE:

LASHIYA D. ELLIS,

Respondent

v.

JF ENTERPRISES, LLC D/B/A JEREMY FRANKLIN'S SUZUKI OF KANSAS CITY.

Appellant

DOCKET NUMBER WD78075

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

DATE: May 5, 2015

Appeal From:

Circuit Court of Jackson County, MO
The Honorable Jack Richard Grate, Judge

Appellate Judges:

Division One
James Edward Welsh, P.J., Thomas H. Newton, and Gary D. Witt, JJ.

Attorneys:

Gary Willnauer, Kansas City, MO

Counsel for Appellant

Attorneys:

Douglass F. Noland, Liberty, MO

Counsel for Respondent

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

**LASHIYA D. ELLIS, Respondent, v. JF ENTERPRISES, LLC D/B/A
JEREMY FRANKLIN'S SUZUKI OF KANSAS CITY, Appellant**

WD78075

Jackson County

Before Division One Judges: Welsh, P.J., Newton, and Witt, JJ.

JF Enterprises, LLC, doing business as Jeremy Franklin's Suzuki of Kansas City (Jeremy Franklin's Suzuki), appeals from the circuit court's order denying its motion to compel arbitration and stay proceedings in an action filed against them by Lashiya Ellis. Jeremy Franklin's Suzuki contends that the circuit court erred in denying its motion because (1) the arbitration agreement was severable and separately enforceable from the underlying contract in this case and (2) pursuant to the delegation clause in the arbitration agreement, the arbitrability of Ellis's claims was for the arbitrator and not the court.

REVERSED AND REMANDED

Division One holds:

(1) The circuit court erred in denying Jeremy Franklin's Suzuki's motion to stay proceedings and compel arbitration because the arbitration agreement was severable and separately enforceable from the underlying contract in this case. A challenge to the validity of the contract as a whole, and not specifically to the arbitration clause, must go to the arbitrator. Because Ellis challenges the contract as a whole, and not specifically the arbitration provision, the arbitration provision is enforceable apart from the remainder of the contract. Ellis's claim that the contract in this case was void because Jeremy Franklin's Suzuki failed to deliver a title to the car to her was not for the circuit court to determine but was a claim for the arbitrator to decide. The fact that a contract may be void or voidable under state law does not give the courts the authority to review the underlying contract and avoid compelling the parties to arbitrate.

(2) The arbitration agreement itself requires that any issue concerning the scope or arbitrability of Ellis's claim be submitted to an arbitrator. Absent a specific challenge to the delegation provision, any determination as to the validity of the arbitration agreement as a whole must be left to the arbitrator. Because Ellis did not assert specific challenges to the delegation provision, the circuit court erred in denying Jeremy Franklin's Suzuki's motion to stay proceedings and compel arbitration.

Opinion by James Edward Welsh, Presiding Judge

May 5, 2015

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