# In the Missouri Court of Appeals
# Eastern District

**DIVISION FOUR**

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| SCOTT CALDWELL, | ) | No. ED108409 |
| | ) | |
| Respondent, | ) | Appeal from the Circuit Court of |
| | ) | St. Louis County |
| vs. | ) | 17SL-CC02248 |
| | ) | |
| UNIFIRST CORPORATION and | ) | Honorable Joseph L. Walsh |
| MICHAEL DEAN SEEVER, II, | ) | |
| | ) | |
| Appellants. | ) | Filed: October 27, 2020 |

Appellants UniFirst and Seever appeal the trial court's judgment in favor of Respondent Caldwell, a judgment which confirmed an arbitrator's decision that this dispute was not arbitrable but belonged back in the circuit court since the arbitration clause in the parties' employment agreement lacked mutuality of consideration and was therefore not binding.

AFFIRMED.

DIVISION IV HOLDS: We affirm because the arbitrator's decision was not in excess of his authority to decide threshold legal issues including whether the arbitration clause was valid and enforceable.

Opinion by: James M. Dowd, P.J.

Gary M. Gaertner, Jr., J., and Robin Ransom, J., concur.

Attorneys for Appellants: James M. Paul, Andrew L. Metcalf, and Samuel W. Newman

Attorneys for Respondents: Cyrus Dashtaki and Melvin D. Kennedy

**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.**