OPINION SUMMARY
MISSOURI COURT OF APPEALS EASTERN DISTRICT

DIVISION FOUR

HAMPTON S. BROWN, ET AL.,	)	No. ED110645
	)	
Respondent,	)	Appeal from the Circuit Court of
	)	St. Louis County
vs.	)	
	)	Honorable John N. Borbonus
GOJET AIRLINES, LLC,	)	
	)	
Appellant.	)	Filed: December 20, 2022

GoJet Airlines, LLC ("Appellant") appeals the judgment of the 21st Judicial Circuit denying its motion to compel arbitration in a breach of contract action filed by Hampton S. Brown ("Respondent"). Appellant raises two points on appeal. In Point I, Appellant argues the trial court erred in considering and ruling on Respondent's challenges to the arbitration agreement because it includes a delegation provision directing an arbitrator to determine threshold questions of arbitrability. In Point II, Appellant argues the trial court erred in denying its motion to compel arbitration because no statutory notice provision was required.

AFFIRMED.

DIVISION FOUR HOLDS: Because the parties agreed the arbitration agreement would be interpreted and enforced pursuant to the Federal Arbitration Act ("FAA") and § 1 of the FAA exempts its application to Respondent the arbitration agreement is not enforceable. The trial court did not err in denying Appellant's motion to compel arbitration. *Theroff v. Dollar Tree Stores, Inc*., 591 S.W.3d 432, 440 (Mo. banc 2020); *New Prime Inc. v. Oliveira*, 139 S.Ct. 532, 537–38 (2019). We deny Points I & II and affirm the judgment of the trial court.

Opinion by: Philip M. Hess, J.
Kelly C. Broniec, P.J. and James M. Dowd, J. concur.

Attorney for Appellant: Burton D. Garland, Jr., Heidi K. Durr, and Madeline L. Brown

Attorney for Respondent: David T. Butsch, Christopher E. Roberts, Allen P. Press, Randall C. Cahill and Joe D. Jacobson

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.