In the Missouri Court of Appeals
Eastern District

DIVISION FOUR

FORD MOTOR CREDIT COMPANY LLC, Appellant, v. WILLIAM P. WENTZ, Respondent.	)))))))))	ED113914 Filed: August 4, 2026

Appeal from the Circuit Court of Jefferson County
The Honorable Edward L. Page, Judge

Introduction

Ford Motor Credit Company LLC (Ford Credit) appeals the circuit court's denial of its Renewed Motion to Compel Arbitration claiming an arbitration agreement exists between it and William Wentz (Wentz). Wentz moves to dismiss the appeal, arguing Ford Credit abandoned its opportunity for interlocutory review when it dismissed its initial appeal. Alternatively, Wentz contends that no valid arbitration agreement exists. We deny Wentz's motion to dismiss and affirm the circuit court's judgment because substantial evidence supports the circuit court's finding that no arbitration agreement exists between the parties.

Factual and Procedural Background

On October 13, 2017, Wentz purchased and financed a 2017 Ford Taurus from Bommarito Ford, Inc. (Dealer). As part of the purchase, Wentz signed a Buyer's Order with Dealer. In relevant part, the Buyer's Order contained the following arbitration clause:

> Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and its Supplementary Rules for Class Arbitrations (when applicable), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(emphasis omitted). Wentz also signed a separate document—a Missouri Vehicle Retail Installment Contract (Installment Contract)—with Dealer the same day.[1] The Installment Contract included a "General Additional Agreement," which stated:

> This contract contains the **entire agreement between Creditor and you** relating to the **sale and financing** of the motor vehicle … Buyer acknowledged and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

(emphases added). At the bottom of the Installment Contract, an "Assignment" provision read:

[1] The record indicates, and Dealer's Finance and Insurance Manager, Todd Zamler, attests it to be possible that Wentz signed the Retail Installment Contract a day later, on October 14, 2017.

> Seller will assign this contract electronically to Ford Motor Credit Company LLC ("Assignee"). The Assignee will then have all the Seller's rights, privileges, and remedies.

Dealer's Business Manager signed this section. The Installment Contract also provided that Wentz purchased the vehicle from Dealer, set forth the purchase price for the vehicle, and outlined the terms of the loan used to purchase the vehicle. The Installment Contract included no language regarding arbitration. Neither the Buyer's Order nor Installment Contract referenced the other.

Ford Credit's Breach of Contract claim against Wentz

Ford Credit sued Wentz for breach of contract alleging Wentz defaulted on payments. Subsequently, Ford Credit repossessed and sold Wentz's vehicle, and requested "judgment against [Wentz] for $16[,]940.73 plus prejudgment interest at the contract rate of 15.0500% per annum from 03/30/2021, for reasonable attorney's fees, for post judgment interest at the rate of 15.0500% per annum, and for court costs." The petition sought to enforce the Installment Contract only, with no reference to the Buyer's Order. The circuit court entered default judgment against Wentz for failure to appear. Wentz timely filed a motion to set aside the default judgment, and after a hearing, the circuit court granted Wentz's motion and set aside the default judgment.[2]

Ford Credit's First Appeal

[2] One day before the default judgment hearing, Ford Credit filed a Satisfaction of Judgment. In its order granting the motion to set aside, the circuit court found "[h]ere, there was no such satisfaction…the Satisfaction of Judgment was used as a tactical move by Plaintiff, and not based upon any satisfaction of the judgment by Defendant, voluntary or otherwise. If the judgment is not satisfied, the case is not discharged by the filing of a Satisfaction of Judgment."

On February 8, 2024, Wentz filed an Answer and Counterclaim for "himself and a class of similarly situated consumers," denying Dealer assigned a contract to Ford Credit or that he defaulted on payments, and counterclaimed that Ford Credit violated statutorily mandated presale notice requirements. On March 14, 2024, Ford Credit filed a motion to enforce the arbitration provision in the Buyer's Order and to compel arbitration of Wentz's counterclaims, and to stay all proceedings in Ford Credit's breach of contract action (Initial Motion). The circuit court denied the Initial Motion on March 24, 2025 (Initial Order). Ford Credit appealed the denial of the Initial Motion to this Court on April 1, 2025 (ED113465), but voluntarily dismissed the appeal on May 1, 2025 prior to filing its brief or the record on appeal. In its first notice of appeal, Ford Credit stated, "Plaintiff filed a motion to compel arbitration and stay the case, and Defendant filed his opposition. The parties conducted discovery **limited to the existence of an arbitration agreement** … On March 24, 2025, the trial court entered an order denying Plaintiff's motion to compel arbitration without further reasoning." (emphasis added).

During discovery, the Dealer's Finance and Insurance Manager, Todd Zamler (Zamler), stated in his deposition and affidavit that "after the retail installment contract was signed, the buyer's order was no longer essential to the purchase transaction, financing, or any future assignment of the retail installment contract to Ford Motor Credit Company LLC." He further attested that "Bommarito Ford neither assigned nor intended to assign Mr. Wentz's buyer's order to Ford Motor Credit Company LLC."

Ford Credit's Current Appeal

On May 9, 2025, Ford Credit filed a Renewed Motion to Compel Arbitration and Stay Proceedings (Renewed Motion) requesting the circuit court enforce arbitration of Wentz's counterclaims and stay all proceedings, including Ford Credit's responsive pleadings and discovery, pending resolution of the arbitration. Ford Credit claimed the Renewed Motion was "necessitated by two intervening decisions from the Supreme Court of Missouri, *Karlin v. UATP Springfield, LLC d/b/a Urban Air Springfield*, 706 S.W.3d 810 (Mo. banc Mar. 4, 2025), and *Lange v. GMT Auto Sales, Inc.*, 708 S.W.3d 147 (Mo. banc Mar. 18, 2025)," arguing that when read together they foreclosed Wentz's challenges to the Renewed Motion and mandated arbitration for his claims. Ford Credit further requested the court issue "a brief opinion containing a statement of the grounds for its decision" pursuant to Rule 73.01(c) on its Renewed Motion. The circuit court held a hearing on the Renewed Motion on May 27, 2025, and denied it on September 22, 2025, stating in its renewed order of denial (Renewed Order), "[u]pon considering the parties' briefing, exhibits, oral argument and the record on Ford Motor Credit Company LLC's Renewed Motion to Compel Arbitration and Stay Proceedings, Ford's Motion is DENIED." The Renewed Order did not specify any further factual findings or legal conclusions.

Ford Credit appeals the circuit court's denial of its Renewed Motion, claiming twelve separate errors, which summarily argue that the court erred in: (1) failing to issue a brief opinion containing a statement of the grounds for its decision denying its Renewed Motion pursuant to Rule 73.01(c) (Point One); (2) denying the Renewed Motion because

Ford Credit did not waive its right to arbitrate because it properly raised such affirmative defense in its responsive pleading (Point Two); (3) not finding that all of Wentz's non-waiver challenges are issues of arbitrability that must be decided by the arbitrator, in that an arbitration agreement exists and contains a delegation clause (Points Three, Four, Five, Six, Seven, Eight, Nine, and Ten); (4) not finding that the law-of-the-case doctrine does not preclude its Renewed Motion because the circuit court's denial of the Initial Motion was an interlocutory ruling and not addressed by any appellate decision on the merits (Point Eleven); and (5) failing to consider the merits of the Renewed Motion, in that the Renewed Motion was not an unjustified motion for reconsideration (Point Twelve). We only address the merits of Points One and Three as our resolution of these points is dispositive of all issues presented.

We deny Wentz's Motion to Dismiss

As a threshold issue, we review Wentz's motion to dismiss this appeal. Wentz claims section 435.440 allows for a single interlocutory appeal, filed within ten days after the Initial Order denied the Initial Motion and that Ford Credit abandoned its opportunity for interlocutory review when it dismissed its first appeal. "[B]efore considering the substantive issues raised by an appeal, we first have an obligation to determine whether we have authority to decide the appeal." *Nelson Trucking, LLC v. K&M Translogic, LLC*, 696 S.W.3d 407, 415 (Mo. App. W.D. 2024) (internal citation omitted). "The right to appeal is purely statutory[.]" *Dunn Indus. Grp., Inc. v. City of Sugar Creek*, 112 S.W.3d 421, 427 (Mo. banc 2003) (internal citation omitted). Section 435.440.1(1) expressly provides that "[a]n appeal may be taken from an order denying an application

to compel arbitration made under section 435.355." Section 435.440.1(1).[3] Such appeal "shall be taken in the manner and to the same extent as from orders or judgments in a civil action." Section 435.440.2. A party may appeal from an order no later than ten days after the order appealed from becomes final. Rule 81.04(a), *abrogated on other grounds by Goldsby v. Lombardi*, 559 S.W.3d 878 (Mo. banc 2018).[4]

"Generally, any order or judgment entered by a [circuit] court before a judgment becomes final and appealable is interlocutory." *Nicholson v. Surrey Vacation Resorts, Inc.*, 463 S.W.3d 358, 364 (Mo. App. S.D. 2015) (citing *State ex rel. Schweitzer v. Greene*, 438 S.W.2d 229, 232 (Mo. banc 1969)). "One exception to this general rule is when an issue in a case is pending before an appellate court on an interlocutory appeal in that case[.]" *Id.* at 364 n.3.

"The general [law-of-the-case] rule is that the decision of an appellate court is the law of the case on all points **presented and decided**" and remains as such throughout all subsequent proceedings, in both the trial and appellate courts, and "no question **involved and decided** on the first appeal of the cause will be considered on a second appeal." *Bellon Wrecking & Salvage Co. v. David Orf, Inc.*, 983 S.W.2d 541, 546 (Mo. App. E.D. 1998) (internal quotation and citations omitted) (emphases added). We will not reexamine any issues already determined by this Court in an earlier decision. *Id.* We

[3] Unless otherwise provided, all statutory references are to RSMo (2016).
[4] Unless otherwise provided, all rule references are to Missouri Supreme Court Rules (2025).

may consider issues when "no explicit adjudication occurred on the merits of the issues raised in that appeal." *Id.*

We are unpersuaded that either *Karlin* or *Lange* necessitated Ford Credit's Renewed Motion. However, because Ford Credit voluntarily dismissed its first appeal prior to filing its briefs and any supporting evidence, "no explicit adjudication occurred on the merits of the issues raised in that appeal," and since this Court did not decide any question involved in the first appeal, we retain statutory authority to consider this appeal. *See id.* Wentz's Motion to Dismiss is denied.

Standard of Review

"The denial of a motion to compel arbitration, absent any factual disputes between the parties, is reviewed *de novo.*" *Haworth v. Guest Services, Inc*., 727 S.W.3d 827, 832 (Mo. App. W.D. 2025) (internal quotation omitted). When the circuit court overrules a motion to compel and there is a dispute regarding the existence of an arbitration agreement "the circuit court's judgment will be affirmed unless there is no substantial evidence to support it, it is against the weight of the evidence, or it erroneously declares or applies the law." *Valle v. Shack Rest. Group, LLC*, 681 S.W.3d 265, 270 (Mo. App. E.D. 2023) (internal citation omitted); *Murphy v. Carron*, 536 S.W.2d 30, 32 (Mo. banc 1976). "[I]ssues relating to the existence of an arbitration agreement are factual and require our deference to the [circuit] court's findings." *Ford Motor Credit Co., LLC v. Jones*, 549 S.W.3d 14, 18 (Mo. App. W.D. 2018) (internal quotation omitted).

Analysis

Point One: The circuit court did not err by failing to issue a brief opinion containing a statement of the grounds for denying Ford Credit's Renewed Motion because even if required, it was harmless error

In its first point on appeal, Ford Credit claims the circuit court erred in failing to issue a brief opinion containing a statement of the grounds for its decision denying Ford Credit's Renewed Motion because Rule 73.01(c) requires such an opinion. Rule 73.01(c) provides:

> The court shall render the judgment it thinks proper under the law and the evidence.
>
> If a party so requests, the court shall dictate to the court reporter or prepare and file a brief opinion containing a statement of the grounds for its decision and the method of deciding any damages awarded.
>
> The court may, or if requested by a party shall, include in the opinion findings on the controverted material fact issues specified by the party. Any request for an opinion or findings of fact shall be made on the record before the introduction of evidence at trial or at such later time as the court may allow.
>
> All fact issues upon which no specific findings are made shall be considered as having been found in accordance with the result reached.

Because of the "bifurcated nature" of Rule 73.01(c), "a party's general request [is] insufficient to require the[circuit] court to make specific findings of fact but [is] sufficient to require the [circuit] court to make 'a statement of the grounds for its ultimate decision.'" *Dorman v. Dorman*, 91 S.W.3d 167, 171 (Mo. App. W.D. 2002) (internal quotation omitted). "Although in practice the [circuit] court's statement of the grounds for its decision is commonly referred to as the court's 'conclusions of law,' it should be noted that Rule 73.01 does not use the term 'conclusions of law' as do other rules." *Id.* at

171 n.5 (internal citations omitted). Instead, Rule 73.01 only requires "that the court make a statement of the grounds for its ultimate decision." *Id.* at 171.

"Regarding the first aspect of [Rule 73.01(c)],[5] [] noncompliance by a [circuit] court with a request for a statement of the grounds for its ultimate decision, although not condoned, does not ipso facto mandate reversal." *Weiss v. Weiss*, 702 S.W.2d 948, 951 (Mo. App. W.D. 1986); *see also Hall v. Utley*, 443 S.W.3d 696, 705 (Mo. App. W.D. 2014) (internal quotation omitted). We read Rule 73.01(c) in conjunction with Rule 84.13(b) stating, "[n]o appellate court shall reverse any judgment, unless it finds that error was committed by the [circuit] court against the appellant, materially affecting the merits of the action." Rule 84.13(b); *Weiss*, 702 S.W.2d at 951. "Unless the absence of required findings makes meaningful appellate review impossible, the [circuit] court's failure is harmless error." *Hall*, 443 S.W.3d at 705 (internal citation omitted).

"We are required [] to affirm the [circuit] court's order on any theory supported by the record." *Baier v. Darden Restaurants*, 420 S.W.3d 733, 737 (Mo. App. W.D. 2014) (citing *In re Estate of Blodgett*, 95 S.W.3d 79, 81 (Mo. banc 2003)); Rule 73.01(c). Where there are no written findings of fact, this Court views the facts "as having been found in accordance with the result reached." *Theroff v. Dollar Tree Stores, Inc.*, 591 S.W.3d 432, 437 (Mo. banc 2020) (quoting Rule 73.01(c)). Thus, "if the record supports the judgment or if the court makes findings that substantially comply with a party's

[5] *Weiss* cites to Rule 73.01(a)(2), which has since been re-codified as Rule 73.01(c), but its substance remains unchanged.

requests, then we will affirm." *Hall*, 443 S.W.3d at 705 (internal quotation, quotation marks, and alteration omitted).

Here, the circuit court stated in its Renewed Order, "[u]pon considering the parties' briefing, exhibits, oral argument and the record on Ford Motor Credit Company LLC's Renewed Motion to Compel Arbitration and Stay Proceedings, Ford's Motion is DENIED." Assuming the circuit court's Renewed Order failed to substantially comply with Ford Credit's request, any absent findings do not interfere with our ability to conduct meaningful appellate review of Ford Credit's claims of error. *See Hall*, 443 S.W.3d at 705. As such, we deny Point One.

Point Three: The circuit court did not err in denying Ford Credit's Renewed Motion because no arbitration agreement exists between the parties

Ford Credit contends that an arbitration agreement exists because Wentz does not contest the factual existence of the arbitration agreement, as he acknowledges signing the Buyer's Order—the document containing the arbitration agreement. Ford Credit further claims Wentz contemporaneously signed the Buyer's Order and Installment Contract, and thus those documents ought to be construed as a single document.

Wentz challenges the existence of an arbitration agreement between himself and Ford Credit, arguing that the only signatories to the Buyer's Order are Dealer and himself. He alleges that whether Dealer assigned the Buyer's Order to Ford Credit is a factual issue and as such the appellate court owes deference to the circuit court's finding on that matter. He also contends that the record does not support a finding that Dealer's assignment of the Installment Contract also establishes assignment of the Buyer's Order.

Additionally, Wentz argues that because the parties never intended for the contracts to be treated as one, the Buyer's Order and Installment Contract may not be considered a single integrated agreement simply because they were executed contemporaneously. Wentz maintains the intent of the parties is a factual determination.

We now turn to our longstanding principles of contract law to determine whether an arbitration agreement exists between the parties. "[W]hen presented with a motion to compel arbitration, a [circuit] court must determine whether a valid arbitration agreement exists by applying the usual rules of state contract law and canons of contract interpretation." *Trunnel v. Missouri Higher Education Loan Authority*, 635 S.W.3d 193, 198 (Mo. App. W.D. 2021) (internal quotation and quotation marks omitted). "After one party has challenged the existence of an enforceable agreement to arbitrate, the [circuit] court must determine that issue based upon the evidence before it." *Greene v. All. Auto., Inc.*, 435 S.W.3d 646, 648–49 (Mo. App. W.D. 2014) (internal quotation omitted). "The party seeking to compel arbitration has the burden of proving that there existed an agreement to arbitrate." *Duncan v. TitleMax of Missouri*, *Inc.*, 607 S.W.3d 243, 249 (Mo. App. W.D. 2020) (internal citation omitted). "[P]arties will be compelled to arbitrate their claims only if the arbitration agreement satisfies the essential elements of a valid contract." *Id.* (internal quotation and quotation marks omitted). "The elements required to form a valid contract in Missouri are offer, acceptance, and bargained for consideration." *Miller v. Securitas Sec. Services USA Inc.*, 581 S.W.3d 723, 729 (Mo. App. W.D. 2019) (internal quotation omitted).

"When a party asserts the right to enforce an arbitration agreement or collect a debt through a succession of assignment of rights, proof of an assignment of the account is essential to recovery." *Jefferson Capital Sys., LLC v. Rice*, 697 S.W.3d 795, 805 (Mo. App. E.D. 2024) (internal quotation and quotation marks omitted). "All links in the chain between the original parties to the arbitration agreement and the party seeking to compel arbitration must be proven by competent evidence to demonstrate a party's standing to enforce the debt or arbitration rights." *Id.* (internal citation omitted). Where a contract lacks an express declaration of the intent to benefit a third-party, "there is a strong presumption that the third party is not a beneficiary and that the parties contracted to benefit only themselves." *Verni v. Cleveland Chiropractic Coll.*, 212 S.W.3d 150, 153 (Mo. banc 2007) (internal citation omitted). Only if the original party validly assigns its rights to the third party is the third party entitled to enforce the original arbitration agreement. *Rice*, 697 S.W.3d at 805 (internal citation omitted).

"If the trier of fact does not believe the evidence of the party bearing the burden, it properly can find for the other party." *Baier*, 420 S.W.3d at 737 (quoting *Sneil, LLC v. Tybe Learning Ctr., Inc.*, 370 S.W.3d 562, 567 (Mo. banc 2012)) (internal quotation marks omitted). "The trier of fact has the right to disbelieve evidence[.]" *Id.* (quoting *White v. Dir. of Revenue*, 321 S.W.3d 298, 307 (Mo. banc 2010)) (internal quotation marks and alteration omitted).

Substantial evidence supports the circuit court's finding that Dealer did not objectively intend to assign the Buyer's Order to Ford Credit when Wentz signed the Installment Contract

Applying these principles here, Ford Credit bore the burden of proving a valid arbitration agreement exists between it and Wentz. Ford Credit contends that an arbitration agreement exists because Wentz concedes he signed the Buyer's Order containing the arbitration agreement. While Wentz does not contest the existence of an arbitration agreement between Dealer and himself, he denies the transfer of any arbitration rights to Ford Credit. We find that there was substantial evidence that Dealer did not intend to assign the Buyer's Order to Ford Credit when it assigned the Installment Contract to it.

"Offer and acceptance requires a mutual agreement." *Miller*, 581 S.W.3d at 729 (internal quotation omitted). "A mutual agreement is reached when the minds of the contracting parties meet upon and assent to the same thing in the same sense at the same time." *Baier*, 420 S.W.3d at 738 (internal quotation omitted). "Whether there exists mutual assent sufficient to form a contract is dependent upon the **objective** intentions of the parties, which are determined by reviewing the parties' actions and words." *Miller*, 581 S.W.3d at 730 (internal quotation and quotation marks omitted) (emphasis in original). "Whether there was a meeting of the minds is a question of fact for the [circuit] court to decide." *Id.* at 729 (internal quotation and alteration omitted).

Ford Credit relies on *Brown v. GoJet Airlines, LLC*, to argue that Wentz's acknowledgement of the existence of the arbitration agreement presents a threshold issue of arbitrability that the agreement's delegation clause leaves exclusively to the arbitrator,

depriving the circuit court of authority to determine whether arbitration could be compelled between a signatory and nonsignatory. Ford's reliance on *Brown* misses the mark because *Brown* factually differs from the case at hand.

In that case, Brown applied online to work for GoJet as a pilot and the application included an arbitration agreement. *Brown v. GoJet Airlines, LLC*, 677 S.W.3d 514, 518 (Mo. banc 2023). Brown later sued GoJet alleging it breached the bonus agreement provided by the agreement, and that GoJet failed to factually prove the existence of an arbitration agreement. *Id*. at 518–19. GoJet moved to compel arbitration and stay proceedings under section 435.355. *Id*. at 519. During the hearing on GoJet's motion to compel, Brown conceded the existence of the agreement between the parties and argued only that it lacked the required statutory notice, mutuality, and consideration. *Id.* Consequently, the Court rejected his prior factual argument that GoJet was not a signatory to the agreement, and instead only reviewed the purely legal arguments raised in connection with the motion to compel. *Id.*

Here, although Wentz concedes he signed the Buyer's Order containing the arbitration agreement, unlike in *Brown*, he directly refutes the existence of an arbitration agreement between himself and Ford Credit. Ford Credit completely ignores that the arbitration agreement in *Brown* was between GoJet and Brown, with no assignment to another party; whereas, here, Ford Credit's standing to compel arbitration is based on whether the Dealer intended to and validly assigned the Buyer's Order to it, as the Buyer's Order is the only document containing an arbitration agreement.

In determining the objective intentions of the parties and reviewing the parties' actions and words, it is clear from the Dealer's Finance and Insurance Manager, Zamler, that "after the retail installment contract was signed, the buyer's order was no longer essential to the purchase transaction, financing, or any future assignment of the retail installment contract to Ford Motor Credit Company LLC." Zamler's statement that "Bommarito Ford neither assigned nor intended to assign Mr. Wentz's buyer's order to Ford Motor Credit Company LLC" indicates that the Buyer's Order and its included arbitration agreement was solely between the Dealer and Wentz, and the Installment Contract "contain[ed] the **entire agreement between [Ford Credit] and [Wentz]** relating to the sale and financing of the motor vehicle." (emphasis added).

Shifting our attention to the terms of the Buyer's Order, the language of the document itself did not contemplate any assignment, unlike the Installment Contract. Under this record, there is substantial evidence to support the circuit court's denial of the motion to compel as Dealer did not intend to assign the Buyer's Order to Ford Credit when Wentz signed the Installment Contract.

Although Wentz signed the Buyer's Order and Installment Contract contemporaneously, "the realities of the situation" indicated that the Dealer and Wentz did not intend for the documents to be construed as one agreement

Ford Credit further relies on *Johnson ex rel. Johnson v. JF Enterprises*, claiming that because Wentz signed the Buyer's Order and Installment Contract contemporaneously, "all the provisions in the writings can and should be harmonized and given effect, including a valid arbitration agreement." *Johnson ex rel. Johnson v. JF Enterprises*, LLC, 400 S.W.3d 763, 769 (Mo. banc 2013) (internal citation omitted).

In *Johnson*, Ms. Johnson agreed that she signed "a pile" of documents, one of which was an installment contract and arbitration agreement. *Id*. at 766–67. The court found that Ms. Johnson signed the installment contract and the arbitration agreement within minutes of each other, in a single sitting, as part of a single sales transaction, and "[i]n such a case, the documents will be construed together, even in the absence of explicit incorporation, **unless 'the realities of the situation' indicate that the parties did not so intend.**" *Id.* at 767 (internal quotation omitted) (emphasis removed and added).

Ford Credit ignores that the Court looks at the parties' intent to determine when contemporaneously signed documents are construed together. *See Miller*, 581 S.W.3d at 730. Here, both Dealer and Wentz agree that they did not intend for the Buyer's Order—and its included arbitration provision—to attach to the Installment Contract. Instead, Dealer asserts exactly the opposite.

The case at bar presents a substantially similar set of facts to those in *Jay Wolfe Used Cars of Blue Springs, LLC v. Jackson*, 428 S.W.3d 683, 685 (Mo. App. E.D. 2014). In *Jay Wolfe LLC*, the Jacksons signed a cash sale agreement (CSA) and a retail installment agreement. *Id.* The CSA identified the Jacksons as the buyers of the vehicle and Jay Wolfe Used Cars of Blue Springs (Jay Wolfe (no LLC)) as the dealer selling the vehicle. *Id.* The CSA included an arbitration clause that allowed either the Jacksons or Jay Wolfe (no LLC) to choose to have any dispute between them decided by arbitration. *Id.* The retail installment agreement identified the Jacksons as the buyers of the vehicle and Jay Wolfe Auto Outlet as the seller of the vehicle. *Id.* Jay Wolfe Auto Outlet was a

fictitious name registered to Jay Wolfe, LLC, a distinct entity from Jay Wolfe (no LLC). *Id.* The retail installment agreement provided that the Jacksons purchased the vehicle from Jay Wolfe Auto Outlet, set forth the purchase price for the vehicle, and outlined the terms of the loan used to purchase the vehicle. *Id.* The retail installment agreement did not include an arbitration clause, nor did it reference or incorporate the CSA. *Id.* The Jacksons defaulted on the loan, and Jay Wolfe, LLC repossessed the vehicle and sold the vehicle at a private sale. *Id*. at 686. Following the sale, Jay Wolfe, LLC filed a petition to recover the deficiency balance owed by the Jacksons. *Id.* The Jacksons counterclaimed alleging Jay Wolfe, LLC violated the Uniform Commercial Code, among other violations. *Id.* Jay Wolfe, LLC then filed a motion to stay proceedings and compel arbitration, asserting that the arbitration clause in the CSA encompassed all claims alleged in the petition and counterclaims so that the circuit court was under an obligation to stay proceedings and compel arbitration. *Id.* The circuit court concluded no arbitration agreement existed between the Jacksons and Jay Wolfe, LLC, and Jay Wolfe, LLC appealed. *Id.* at 687.

Jay Wolfe, LLC argued that even though it was not a named party to the CSA, the dispute between Jay Wolfe, LLC and the Jacksons was subject to the arbitration clause found in the CSA. *Id.* at 688. Jay Wolfe, LLC contended the Court must read the CSA and the retail installment agreement as one contract. *Id.* This Court determined "[i]t would be inappropriate for us to read the Cash Sale Agreement and Retail Installment Agreement as one contract because doing so would result in imputing the contractual rights and obligations of one entity to the other, which Missouri law generally disallows"

because Jay Wolfe (no LLC) and Jay Wolfe, LLC were two separate entities. *Id.* at 688–89 (internal citation omitted).

Jay Wolfe, LLC also claimed the transaction could not have been completed without the contemporaneous execution of the CSA and the retail installment agreement. *Id.* at 690. This Court disagreed finding the retail installment agreement, to which Jay Wolfe, LLC and the Jacksons were parties, contained all the material terms necessary to the transaction because it set forth purchase price of the vehicle, identified all the terms for payment, and identified the conditions and consequences of default. *Id.* As such, this Court held the CSA was not essential to the purchase transaction, even more so evidenced by the fact that Jay Wolfe, LLC only sought to enforce the retail installment agreement in its petition without referencing the CSA. *Id.* The Court concluded there existed no valid arbitration agreement between Jay Wolfe, LLC and the Jacksons. *Id.*

Here, the facts are strikingly similar, and we apply the same analysis as the Court in *Jay Wolfe LLC*. Bommarito Ford, Inc. and Ford Motor Credit Company LLC are separate entities. As such, "[i]t would be inappropriate for us to read the [Buyer's Order] and [Installment Contract] as one contract because doing so would result in imputing the contractual rights and obligations of one entity to the other, which Missouri law generally disallows." *See id.* at 688–89 (internal citation omitted). We also decline to find that because the documents may have been signed contemporaneously that the documents must be read together as one because, like in *Jay Wolfe LLC*, the Installment Contract here contains all the material terms necessary to the transaction as it sets forth the

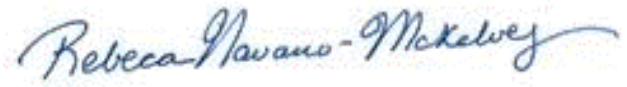
purchase price of the vehicle, identifies all the terms for payment, and identifies the conditions and consequences of default.

Also, as in *Jay Wolfe LLC*, Ford Credit only sought to enforce the Installment Contract in its petition, with no reference to the Buyer's Order whatsoever. Further, the Buyer's Order states nothing regarding assignment, nor does it reference the Installment Contract. The Installment Contract also fails to reference or incorporate the Buyer's Order. "In Missouri, matters incorporated into a contract by reference are as much a part of the contract as if they had been set out in the contract in haec verba." *Bridgecrest Acceptance Corp. v. Donaldson*, 648 S.W.3d 745, 752 (Mo. banc 2022) (internal quotation omitted). "This is true as long as the **intent to incorporate is clear** and the incorporating contract makes a plain, explicit reference to and adequately identifies the incorporated document." *Id.* (internal citation omitted) (emphasis added). The record here indicates Dealer did not intend to assign its arbitration rights to Ford Credit.

Where there are no written findings of fact, this Court views the facts "as having been found in accordance with the result reached." *See Theroff*, 591 S.W.3d at 437 (quoting Rule 73.01(c)). It is clear from Ford Credit's first notice of appeal the circuit court found no arbitration agreement existed between the parties. By ruling in Wentz's favor and overruling the Renewed Motion, the circuit court again impliedly found there was no agreement. The circuit court did not err in denying Ford Credit's Renewed Motion. We deny Point Three.

Conclusion

The judgment of the circuit court is affirmed.



Rebeca Navarro-McKelvey, Presiding Judge

Gary M. Gaertner, Jr., Judge and
James M. Dowd, Judge concur