MISSOURI COURT OF APPEALS
WESTERN DISTRICT

JEREMY BREDWELL,	)	
	)	
Respondent,	)	**WD88325**
	)	
v.	)	**OPINION FILED:**
	)	
SNAP-ON INCORPORATED, ET AL.,	)	**September 15, 2026**
	)	
Appellants.	)	
	)	

Appeal from the Circuit Court of Jackson County, Missouri
Honorable Sarah Anne Castle, Judge

Before Division Two: Janet Sutton, Presiding Judge,
Lisa White Hardwick, Judge, and W. Douglas Thomson, Judge

Snap-on Incorporated, Snap-on Equipment, Inc., Snap-on Industrial, LLC, Snap-on Tools Company, LLC, and IDSC Holdings LLC (collectively, Snap-On) appeal from the circuit court's denial of their motion to dismiss or, in the alternative, to stay proceedings and compel arbitration of the employment discrimination and retaliation claims brought by Jeremy Bredwell (Bredwell). Snap-On contends that the circuit court erred in denying its motion because there was a valid arbitration agreement to which the claims were subject, that it was supported by adequate consideration, and that the circuit court failed to delegate the threshold question of arbitrability to an arbitrator. We affirm.

Factual and Procedural Background

Bredwell was employed by Snap-on Equipment, Inc., (Equipment) for around five years, beginning in early August 2018 and continuing until around May 2023 as a sales representative. On December 8, 2022, Bredwell signed an "updated annual" terms and conditions of employment agreement and a representative for Equipment signed one day later. (The 2022 Agreement.) The 2022 Agreement contained an arbitration provision wherein the parties purportedly agreed to submit all covered claims to binding arbitration. The 2022 Agreement stated that it remained in effect until terminated by either party or revised by Equipment. The 2022 Agreement provided that Bredwell was employed as an at-will employee and that his employment could be terminated at any time, by either party, with or without cause.

Around April 2023, Bredwell applied for a position with another company under Snap-On's corporate umbrella. In a letter dated May 10, 2023, Bredwell received an offer with Snap-On Industrial (Industrial) as a territory sales manager. The letter included details about the new position, including the title, who Bredwell would report to, and benefits and compensation information. Regarding an effective date, the letter indicated, in bold letters, "**Is yet to be determined**" and that "we anticipate on or around May 29, 2023." The letter reiterated that it was an at-will position and that either party could end the employment relationship at any time, with or without cause, and with or without notice. One day later, Industrial also sent Bredwell a document labeled "Industrial Terms and Conditions of Employment" that was already signed by a national sales manager on behalf of "Snap-On Management."[1] (The 2023 Agreement.).[2]

[1] The 2023 Agreement defined the company as "IDSC Holdings," but in this opinion we refer to the company as Industrial for ease of reference.

[2] We note that Snap-On's appellate brief filed with this Court is misleading about the facts surrounding the 2023 Agreement. Snap-On entirely omits that Bredwell was offered a new position with Industrial. The facts portion of Snap-On's brief never mention that the 2023

The 2023 Agreement stated that Industrial agreed to employ Bredwell, and that Bredwell accepted such employment subject to the terms and conditions of the agreement set forth. It provided, again, that Bredwell's employment was terminable at-will by either party at any time, with or without cause. The 2023 Agreement also included an arbitration provision for certain causes of action to be brought in arbitration rather than in court. The arbitration provision specifically carved out an exception for remedies such as restraining orders, temporary or permanent injunctive relief and it permitted those claims to be brought in court. The 2023 Agreement included, as Schedules A and B, Bredwell's new duties as a territory sales manager and associated compensation. Bredwell signed the May 10 letter, the 2023 Agreement, and Schedules A and B on May 12, 2023, at the same time.

On May 31, 2023, before Bredwell began his new position and employment with Industrial, Industrial sent Bredwell a letter informing him that it was rescinding the May 10, 2023, "contingent offer of employment." The letter detailed that Industrial was notified of significant performance issues resulting in Equipment terminating Bredwell's employment and that Industrial was unwilling to proceed with its employment offer. Then, on June 8, 2023, Snap-On Incorporated sent Bredwell a letter informing him that his termination by Equipment

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Agreement was sent one day after the May 10 letter, leading to the belief that it was a standalone document that was sent to Bredwell unrelated to the new sales manager position with Industrial. Snap-On instead classifies the 2023 Agreement as only an updated terms and conditions of employment agreement. In their reply brief filed with this Court, Snap-On doubles-down on its position and its selective fact recitation, stating that Bredwell "conflates" the May 10 letter with the 2023 Agreement, and that each document stands independent of each other.

While it is true that these are two separate documents, the 2023 Agreement appears to have been sent one day after the May 10 letter and it included, via attached schedules, the new sales manager position duties and the new position's compensation. It is disingenuous for Snap-On to argue that the May 10 letter and the 2023 Agreement stand "independent" of each other.

was effective June 1, 2023. The termination letter noted when Bredwell's final paycheck would be issued as well as information about his unused accrued vacation time.

In late October 2024, Bredwell filed a petition for damages in the circuit court against Snap-On alleging age discrimination and retaliation under the Missouri Human Rights Act (MHRA), counts I and II, and retaliation under the Missouri Workers' Compensation Law, count III. In addition to damages, Bredwell requested equitable relief including reinstatement and an injunction restraining Snap-On from engaging in future discriminatory and retaliatory actions.

In lieu of an answer, Snap-On filed a motion to dismiss or stay the proceedings and compel arbitration based on the 2022 Agreement. Snap-On maintained that the 2022 Agreement, including the arbitration provision contained therein, was a valid and enforceable contract and that Bredwell's claims against it fell within the arbitration provision.

Bredwell responded, arguing that Snap-On's motion sought enforcement of an arbitration agreement that was "terminated and superseded" by a later executed document between the parties, thereby "voiding" all terms of the previous agreement that formed the basis of Snap-On's motion. Bredwell also made two alternative arguments: first, that the 2022 Agreement was unenforceable because there was no consideration; and second, that even if the agreement was enforceable, several of his claims fell outside the scope of the arbitration provision.

Before a hearing was held, Snap-On withdrew its motion to dismiss or stay the proceedings and compel arbitration based on the 2022 Agreement, stating "[d]ue to an internal error, Defendants filed their previous [m]otion relying on an agreement to arbitrate that was later superseded by a subsequent agreement to arbitrate signed by [Bredwell] and one of the Defendants." On the same day, Snap-On filed a second motion to dismiss or stay the

proceedings and compel arbitration, this time seeking to enforce the arbitration provision contained in the 2023 Agreement.

Bredwell responded to the second motion to dismiss or stay the proceedings and compel arbitration, arguing that the 2023 Agreement was unenforceable because Snap-On rescinded the agreement in writing before any performance or consideration. Bredwell also made two alternative arguments: first, that the 2023 Agreement was unenforceable because it lacked consideration; and second, that even if the agreement was not rescinded and was enforceable, several of his claims fell outside the scope of the arbitration provision.[3]

After considering the parties' briefs and attached exhibits, but without an evidentiary hearing, the circuit court denied Snap-On's motion to dismiss or stay proceedings and compel arbitration based on the 2023 Agreement. The circuit court reasoned that an offer of continued at-will employment to an existing at-will employee did not provide adequate consideration for an enforceable arbitration agreement. The circuit court concluded that there was insufficient evidence to establish an enforceable agreement to arbitrate.

Snap-On appeals.

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[3] We note that Snap-On takes issue with Bredwell's litigation tactics related to the 2022 and 2023 agreements. Snap-On argues that Bredwell "judicially admi[tted]" that the 2022 Agreement was superseded by the 2023 Agreement, which was fully executed by the parties, but then, after Snap-On agreed that the 2023 Agreement was valid, Bredwell changed position and argued the 2023 Agreement was rescinded and unenforceable. Snap-On maintains that Bredwell "cannot have it both ways," and that because of his own judicial admission that the 2023 Agreement is the "fully executed" operative agreement, his arguments against its validity and enforcement, both now and at the circuit court, are entirely disingenuous. Bredwell's response to the motion to compel based on the 2022 Agreement included an argument that the 2022 Agreement was superseded but continued that if it was not, that the 2022 Agreement was unenforceable for lack of consideration, and that several of Bredwell's claims fell outside the scope of the agreement. Snap-On chose not to litigate this motion, instead withdrawing it, including its reliance on the 2022 Agreement.

Standard of Review

The circuit court, in determining whether it is appropriate to compel arbitration, "must determine whether a valid arbitration agreement exists and, if so, whether the specific dispute falls within the scope of the arbitration agreement." *Haworth v. Guest Servs., Inc.*, 727 S.W.3d 827, 832 (Mo. App. W.D. 2025) (internal quotation marks and citation omitted). "The standard governing a motion to compel arbitration depends on whether there is a factual dispute regarding the existence of an arbitration agreement purporting to bind the nonmoving party with respect to the claims being asserted." *Id.* (citation omitted) If there are no factual disputes between the parties, we review the denial of a motion to compel arbitration *de novo. Id.* If, however, like this case, there is a dispute "as to whether the arbitration agreement exists, 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." *Theroff v. Dollar Tree Stores, Inc.*, 591 S.W.3d 432, 436 (Mo. banc 2020) (citing *Murphy v. Carron*, 536 S.W.2d 30, 32 (Mo. banc 1976)).[4]

[4] A point on appeal must proceed under one of the *Murphy v. Carron* grounds, each of which require a distinct analytical framework. *Hampton v. Llewellyn*, 663 S.W.3d 899, 902 n.2 (Mo. App. W.D. 2023). Snap-On fails, in each of it points relied on, to specify which *Murphy v. Carron* ground it believes the judgment violates. "If a point on appeal fails to identify which one of the *Murphy v. Carron* grounds applies, Rule 84.04 directs us to dismiss the point." *Id.* (citation omitted). Nevertheless, we have discretion to review non-compliant briefs *ex gratia* when we can readily understand the argument. *Id.* In this case, we choose to exercise that discretion to substantively review Snap-On's appeal under the *Murphy v. Carron* ground alleging that a judgment erroneously applied the law, which we discern from the argument portion of its brief is Snap-On's actual claim of circuit court error. Even if Snap-On intended a different *Murphy v. Carron* ground to challenge the circuit court's judgment, our holding affirming the judgment remains the same.

If the circuit court's judgment is correct on any ground supported by the record, then we will affirm the judgment, regardless of whether the circuit court relied on that ground. *M.F.G.B. v. Mo. State Highway Patrol*, 727 S.W.3d 754, 757 (Mo. App. W.D. 2025).

Analysis

Snap-On raises three points on appeal. First, Snap-On argues the circuit court erred in denying its motion to dismiss or stay proceedings and compel arbitration because Bredwell signed a legally valid and binding arbitration agreement that was supported by adequate consideration in the form of mutual promises to arbitrate. Next, Snap-On argues that the circuit court erred in denying its motion to dismiss or stay proceedings and compel arbitration because all of Bredwell's claims against it fell within the scope of the agreement to arbitrate. Finally, Snap-On argues that the circuit court erred in denying its motion to dismiss because the trial court failed to delegate the threshold question of arbitrability to an arbitrator.

We begin by observing that in its first and second points, Snap-On's arguments are not limited to the enforceability of the arbitration provision contained in the 2023 Agreement, despite that being the sole focus of its motion to dismiss or stay proceedings and compel arbitration. Instead, Snap-On argues that if we find that the 2023 Agreement was rescinded, then the parties are returned to their previous positions and the 2022 Agreement is the valid operable agreement between the parties with an enforceable arbitration provision. As we have said *supra*, Snap-On's motion to dismiss or stay proceedings and compel arbitration based on the 2022 Agreement was withdrawn and the parties proceeded to litigate the enforceability of the arbitration provision in the 2023 Agreement.[5] The only issue before the circuit court, and the

[5] Snap-On only raised the enforceability of the 2022 Agreement in its reply in support of its motion to dismiss or stay proceedings and compel arbitration. Snap-On argued that the 2023

only issue that was ruled on, was the enforceability of the 2023 Agreement. Therefore, our only consideration is whether there was a contract formed in order to enforce the arbitration provision in the 2023 Agreement. We do not consider or make any determination on the enforceability of the arbitration provision in the 2022 Agreement.

We now turn to Snap-On's first point on appeal and we consider whether the arbitration provision in the 2023 Agreement can be enforced against Bredwell. We conclude it cannot.

> When faced with a motion to compel arbitration, we must consider three factors. First, we must determine whether a valid arbitration agreement exists. Second, if a valid arbitration agreement exists, we must determine whether the specific dispute falls within the scope of the arbitration agreement. Third, if a valid arbitration contract exists, and if the subject dispute is within the scope of the arbitration provision, then we must determine whether the arbitration agreement is subject to revocation under applicable contract principles. In making these determinations, [we] should apply the usual rules of state contract law and canons of contract interpretation.

Frye v. Speedway Chevrolet Cadillac, 321 S.W.3d 429, 434-35 (Mo. App. W.D. 2010) (internal quotation marks and citations omitted).

Employers and employees may enter into arbitration agreements, but the agreement is not valid unless it reflects the essential contract elements required under Missouri law, which are offer, acceptance, and bargained-for consideration. *Id.* at 436. "It follows that arbitration may not be unilaterally imposed on a party when there is not a valid and enforceable agreement to arbitrate." *Id.* Snap-On, as the party asserting the existence of a valid and enforceable contract to arbitrate, has the burden of proving that proposition. *See Baier v. Darden Rests.*, 420 S.W.3d 733, 737 (Mo. App. W.D. 2014).

Agreement was not rescinded, but that even if it was, then the 2022 Agreement contains a valid and enforceable arbitration provision.

To form a contract, there must be a definite offer that includes the essential terms. *See Apperson v. Davis*, 737 S.W.3d 218, 224 (Mo. App. E.D. 2026); *Sansone L., LLC v. J&M Sec., LLC*, 589 S.W.3d 74, 87 (Mo. App. E.D. 2019). "[T]he offer must be definite in its terms [so] that the promises and performances required by each party are reasonably certain." *Sansone*, 589 S.W.3d at 87 (citation omitted). Courts will determine the essential terms of a contract by looking at the agreement, its context, and the parties' subsequent conduct, including the dispute which arises and the remedy sought. *Id.*; *Shellabarger v. Shellabarger*, 317 S.W.3d 77, 82 (Mo. App. E.D. 2010). A contract is not formed when the terms of an agreement are "unduly uncertain or indefinite." *Fedynich v. Massood*, 342 S.W.3d 887, 891 (Mo. App. W.D. 2011).

"[U]ncertainty and indefiniteness are matters of degree." *Id.* (citation omitted). There can be no valid agreement if the parties have reserved the contract's essential terms for future determination. *Id.* at 891-92. "Similarly, [n]egotiations or preliminary steps towards a contract do not constitute a contract." *Id.* at 892 (internal quotation marks and citation omitted). A statement of duration is typically an essential element to an employment contract. *Morrow v. Hallmark Cards, Inc.*, 273 S.W.3d 15, 26 (Mo. App. W.D. 2008). "One cannot have an employment contract without either an expressed duration or some specified limitations on discharge." *Id.*

The mutual promises to arbitrate, which Snap-On argues form a basis for a legally valid arbitration agreement, are predicated on the May 10 letter and the 2023 Agreement being sufficiently definite to form a contract between the parties. Therefore, we must determine whether a contract existed between the parties based on the May 10 letter and the 2023 Agreement, as under the facts before us, this question is dispositive of the enforceability of the arbitration provision against Bredwell, notwithstanding the parties' other claims about sufficient

consideration and the scope of claims covered by the arbitration provision. If we find that there was no contract between the parties, then we need not consider the enforceability of the arbitration provision in the 2023 Agreement. We conclude that there was no valid contract between the parties because an essential term of the offer was missing and because Industrial rescinded or withdrew its employment offer before Bredwell began work with Industrial.

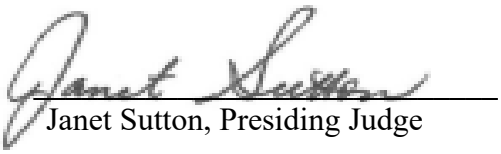
Here, there was no expressed duration for Bredwell's employment in either the May 10 letter or the 2023 Agreement and, instead, Snap-On stressed that Bredwell was employed on an at-will basis. Further, the May 10 letter did not include an effective date for Bredwell to begin his new at-will employment with Industrial. Instead, the May 10 letter stated that Bredwell's start date was "yet to be determined" and that Industrial "anticipated" it would be on or around May 29, 2023. The only legally enforceable promise created out of at-will employment is the employer's promise to pay the employee for the work he or she performs. *Id.* at 26. Therefore, it follows that identifying an actual start date for Bredwell to begin employment was an essential term of the at-will employment offer from Industrial. Any acceptance of the job offer would be contingent on Industrial providing Bredwell a start date for his new position. Although Bredwell signed the May 10 letter indicating his "acceptance," instead of providing a start date, Industrial rescinded the employment offer before Bredwell began work with Industrial. Because there was no definite offer, no contract existed between the parties. We need not consider whether there was sufficient consideration in the form of mutual promises to arbitrate.

Point one is denied. Given our resolution, which is fairly narrow—that no valid contract existed between the parties based on the May 10 letter and the 2023 Agreement because Industrial rescinded that offer—the arbitration provision contained in the 2023 Agreement

cannot be enforced against Bredwell. We need not address Snap-On's remaining points on appeal.

Conclusion

The circuit court's judgment denying Snap-On's motion to dismiss or, in the alternative, to stay proceedings and compel arbitration based on the 2023 Agreement is affirmed.



Janet Sutton, Presiding Judge

Lisa White Hardwick and W. Douglas Thomson, JJ. concur.