MISSOURI COURT OF APPEALS
WESTERN DISTRICT

JEREMY BREDWELL, Respondent,
v.
SNAP-ON INCORPORATED, ET AL., Appellants.

DOCKET NUMBER WD88325

DATE: September 15, 2026

Appeal From:

Jackson County Circuit Court
The Honorable Sarah Anne Castle, Judge

Appellate Judges:

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

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Attorneys:

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Eric Smith, Kansas City, MO for Respondent.
Ryan McEnaney, Kansas City, MO for Respondent.
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MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
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JEREMY BREDWELL, Respondent,
v.
SNAP-ON INCORPORATED, ET AL., Appellants.

WD88325 Jackson County

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

Bredwell was employed by Snap-on Equipment, Inc., (Equipment) for around five years, until around May 2023 as an at-will employee. 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, again on an at-will basis. 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." One day later, Industrial also sent Bredwell a terms and conditions of employment document. (The 2023 Agreement.). The 2023 Agreement included an arbitration provision for certain causes of action to be brought in arbitration rather than in court. Bredwell signed the May 10 letter and the 2023 Agreement at the same time.

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. Snap-On Incorporated then also sent Bredwell a letter informing him that his employment with Equipment was terminated.

Bredwell filed a petition for damages in the circuit court against Snap-On alleging age discrimination and retaliation under the Missouri Human Rights Act and retaliation under the Missouri Workers' Compensation Law. Snap-On filed a motion to dismiss or stay the proceedings and compel arbitration, seeking to enforce the arbitration provision contained in the 2023 Agreement. The circuit court denied Snap-On's motion to dismiss, concluding that there was insufficient evidence to establish an enforceable agreement to arbitrate.

Snap-On appeals, arguing that the circuit court erred in denying its motion to dismiss or stay the 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.

AFFIRMED.

Division Two holds:

1. Arbitration may not be unilaterally imposed on a party when there is not a valid and enforceable agreement to arbitrate. To form a contract, there must be a definite offer that includes the essential terms.

2. Here, there was no expressed duration for Bredwell's offered employment in either the May 10 letter or the 2023 Agreement and Bredwell was to be 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. 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.

3. Because no valid contract existed between the parties based on the May 10 letter and the 2023 Agreement, the arbitration provision in the 2023 Agreement cannot be enforced against Bredwell and the circuit court did not err in denying Snap-On's motion to dismiss or stay the proceedings and compel arbitration.

Opinion by: Janet Sutton, Presiding Judge September 15, 2026

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