OPINION SUMMARY
MISSOURI COURT OF APPEALS EASTERN DISTRICT

DIVISION THREE

JEANNIE ASHELIN and COREY SCHEIDEMAN, Plaintiffs/Respondents, v. ED NAPLETON ST. LOUIS IMPORTS, INC. d/b/a OFF LEASE BY NAPLETON, NAPLETON AUTOWERKS/MISSOURI, INC. d/b/a OFF LEASE BY NAPLETON, and FIFTH THIRD BANK, N.A., Defendants/Appellants.	)	ED114278 Filed: September 22, 2026

Appeal from the Circuit Court of St. Louis County
The Honorable Lorne J. Baker, Judge

SUMMARY:
Defendants, Ed Napleton St. Louis Imports, Inc. d/b/a Off Lease By Napleton, Napleton Autowerks/Missouri, Inc. d/b/a Off Lease By Napleton, and Fifth Third Bank, N.A., appeal the order entered by the Circuit Court of St. Louis County denying their amended motion to compel arbitration and stay litigation in the action brought by Plaintiffs, Jeannie Ashelin and Corey Scheideman. The trial court denied Defendants' amended motion to compel arbitration on the ground the parties' agreements failed to include the notice statement required by section 435.460 RSMo. (2016).

REVERSED AND REMANDED.

DIVISION THREE HOLDS:
Because section 435.460 RSMo. (2016) is preempted by the Federal Arbitration Act, which applies to contracts involving interstate commerce and which the parties' agreements designated as their choice of law, we reverse and remand to the trial court for an order compelling arbitration.

Opinion by: Angela T. Quigless, Judge

Virginia W. Lay, Presiding Judge, and Thomas C. Clark, II, Judge, concur.

Attorneys for Appellants: Katelyn L. Gannon, Evans & Dixon, LLC and David M. Mangian, Thompson Coburn, LLP

Attorney for Respondents: Benjamin S. McIntosh, SWMW Law, LLC

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.