

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

DEQUAE WOODS, Plaintiff/Respondent,)	ED90949
)	
v.)	Appeal from the Circuit Court of
)	St. Louis County
QC FINANCIAL SERVICES, INC.,)	
d/b/a QUIK CASH, Defendant/Appellant.)	Filed: December 23, 2008

QC Financial Services, Inc., d/b/a Quik Cash (Appellant) appeals from the trial court's Order and Judgment granting Count I of DeQuae Woods' (Respondent) petition, in part, seeking a declaratory judgment that Appellant's arbitration clause is unconscionable, and denying Appellant's motion to dismiss Respondent's case.

AFFIRMED.

Division Three Holds:

The trial court's Order and Judgment granting Respondent's petition for declaratory judgment in part is supported by substantial evidence because the class action waiver provision of the arbitration clause is both procedurally and substantively unconscionable as a matter of law, and was therefore properly severable and severed by the trial court.

Opinion by: Sherri B. Sullivan, J.
Robert G. Dowd, Jr., P.J. & Clifford H. Ahrens, J., concur.

Attorneys for Respondent: Erich Vincent Vieth, John G. Simon, John Campbell, Debray Kay Lumpkins

Attorneys for Appellant: Dana M. Mehrer, Amy Brown, Pierre H. Bergeron, Robert Thomas Adams

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.