

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

KRISTYN F. KRUEGER and MICHAEL T. KRUEGER,

RESPONDENTS,

v.

HEARTLAND CHEVROLET, INC.,

APPELLANT.

**DOCKET NUMBER WD69298
MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

DATE: April 21, 2009

Appeal From:
CLAY COUNTY CIRCUIT COURT
THE HONORABLE LARRY DALE HARMAN, JUDGE

Appellate Judges:
DIVISION ONE: HOLLIGER, P.J., HARDWICK and WELSH, JJ.

Attorneys:
KEVIN D. CASE, ESQ., and PATRIC S. LINDEN, ESQ., CO-COUNSEL,
KANSAS CITY, MO, **for appellant.**

DALE K. IRWIN, ESQ. ST. LOUIS, MO, **for respondent.**

**MISSOURI APPELLATE COURT OPINION SUMMARY
COURT OF APPEALS -- WESTERN DISTRICT**

KRISTYN F. KRUEGER and MICHAEL T. KRUEGER,

RESPONDENTS,

v.

HEARTLAND CHEVROLET, INC.,

APPELLANT

WD69298

Clay County

Before Division One Judges: Holliger, P.J., Hardwick and Welsh, JJ.

This appeal arises from a judgment that denied Heartland Chevrolet, Inc.'s motion to dismiss or compel arbitration on claims filed by Kristyn and Michael Krueger. Heartland contends the circuit court erred in denying the motion because there was a valid arbitration agreement between the parties.

AFFIRMED.

Division One holds: The Kruegers purchased a vehicle from Heartland pursuant to a Retail Installment Contract that did not include or refer to an arbitration provision and did include a merger provision stating that it was the "complete and exclusive" agreement between the parties. Under these circumstances, arbitration cannot be compelled. The judgment is affirmed.

Opinion by: Lisa White Hardwick, Judge

April 21, 2009

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