

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

**MICHAEL RYAN,
RESPONDENT**

vs.

**RAYTOWN DODGE COMPANY,
APPELLANT**

DOCKET NUMBER WD70012

DATE: JUNE 2, 2009

Appeal from:

Jackson County Circuit Court
The Honorable Michael W. Manners, Judge

Appellate Judges:

Division One: James E. Welsh, P.J., Victor C. Howard and Alok Ahuja, JJ.

Attorneys:

Mitchell L. Burgess, for Respondent

Michelle R. Stewart, for Appellant

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

MICHAEL RYAN, RESPONDENT

v.

RAYTOWN DODGE COMPANY, APPELLANT

WD70012

Jackson County, Missouri

Before Division One Judges: James E. Welsh, P.J., Victor C. Howard and Alok Ahuja, JJ.

Raytown Dodge Company appeals the trial court's order denying its motion to compel arbitration in a civil action brought against it by Michael Ryan. In his claim, Mr. Ryan alleged that by charging an additional fee for the preparation of documents relating to the sale and financing of a truck, Raytown Dodge engaged in the unauthorized practice of law and violated the Merchandising Practices Act. Raytown Dodge filed a motion to compel arbitration asserting that Mr. Ryan's claim fell within the scope of an arbitration agreement contained in a Retail Installment Contract between the parties.

AFFIRMED.

Division Two holds:

Where Raytown Dodge attached a Retail Installment Contract as Exhibit 1 to its motion to compel and referenced it its motion and suggestion but did not introduce it into evidence or otherwise establish its authenticity, it failed to establish that Exhibit 1 was the parties' Retail Installment Contract and, thus, failed to prove that an arbitration agreement compelling participation in arbitration existed between the parties.

Opinion by: Victor C. Howard, Judge

June 2, 2009

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