

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

COMPLETE TITLE OF CASE:

TYLICEE S. GREENE,

Respondent

v.

ALLIANCE AUTOMOTIVE, INC. D/B/A JD BYRIDER AND AUTOBANC-2
CORPORATION D/B/A CNAC,

Appellants

DOCKET NUMBER WD75863

DATE: MARCH 11, 2014

Appeal From:

Circuit Court of Jackson County, MO
The Honorable Marco A. Roldan, Judge

Appellate Judges:

Division One
Victor C. Howard, P.J., Joseph M. Ellis, and Anthony Rex Gabbert, JJ.

Attorneys:

Louis Wade, Robert Maher, Kansas City, MO, Counsel for Appellants,

Attorneys:

Douglass Noland, Thomas Mendel, Jack Lewis, Liberty, MO, Counsel for Respondent

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

TYLICEE S. GREENE,

Respondent

v.

Opinion Filed:
March 11, 2014

ALLIANCE AUTOMOTIVE, INC. D/B/A JD
BYRIDER AND AUTOBANC-2 CORPORATION
D/B/A CNAC,

Appellants

WD75863

Jackson County

Before Division One Judges: Victor C. Howard, P.J., Joseph M. Ellis, and Anthony Rex Gabbert, JJ.

Alliance Automotive, Inc., d/b/a JD Byrider, and Autobanc-2 Corporation, d/b/a CNAC (collectively referenced as “Alliance”) appeal the circuit court’s order denying its motion to compel arbitration and denying its motion for relief from that order. Alliance contends that the court erred in denying its motions because a valid and enforceable arbitration agreement exists between the parties.

AFFIRMED

Division One Holds:

- (1) The circuit court did not err in denying Alliance’s motion to compel arbitration and denying its motion for relief from that order as the arbitration agreement at issue lacks mutuality of consideration and is, therefore, invalid, non-binding, and unenforceable.

Opinion by Anthony Rex Gabbert, Judge

Date: March 11, 2014

THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.