

West Virginia Supreme Court Affirms Lower Court's Ruling on Denial of Motion to Compel Arbitration

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Bailey Glasser is pleased to announce that, on April 10, the Supreme Court of Appeals of West Virginia affirmed the decision of the Circuit Court of Mercer County to deny the motion to compel arbitration by TD Auto, Inc., against plaintiffs Freddie and Shelby Reynolds. Bailey Glasser proudly represented the plaintiffs before West Virginia's highest court for oral argument on January 15, 2020.

The dispute arose out of the purchase of a pickup truck from TD Auto, which is alleged to have employed unlawful debt collection tactics against the Reynoldses. Mr. and Mrs. Reynolds had signed a consent form with an arbitration clause to permit the dealership to run a credit check prior to any purchase.

However after the credit check was cleared, the parties entered into a separate RISC (Retail Installment Service Contract) consummating the purchase, which had no arbitration clause. The RISC instead had a merger clause to the effect that the RISC was the final operative document and that any predecessor agreements (such as the credit-check form) were effectively integrated within the RISC.

Justice Margaret Workman wrote the majority opinion upholding the denying the defendant's motion to compel arbitration.

Bailey Glasser attorney Raymond S. Franks II represented the plaintiffs and argued the case in front of the Supreme Court of Appeals of West Virginia.