

Case Name: State ex rel. Union Pacific Railroad Co. v. The Honorable Michael P. David

Date Decided: March 1st, 2011

Originally Filed in: Missouri (state)

Decided by: Missouri Supreme Court (State)

Court: Supreme Court of Missouri

Judge: Judge Teitelman

Citation: 331 S.W.3d 666

Background:

James Gordon ("Gordon") and Nigel Champlin ("Champlin") filed suit in the Circuit Court of the City of [St. Louis](#) seeking [damages](#) from Union Pacific [Railroad](#) Co. ("Union Pacific") under the Federal Employer's Liability Act ("[FELA](#)"), 45 U.S.C. Â§ 51. Over 100 similar cases were filed against Union Pacific, and the cases were consolidated into four groups. Gordon and Champlin's cases were consolidated with the *Barnes* group. In 2007, the Gordon and Champlin cases were severed from the *Barnes* group. Shortly after, Union Pacific entered into an arbitration agreement which called for each of the four groups of cases to be arbitrated separately. In 2010, the Circuit Court ordered that the Gordon and Champlin cases be arbitrated as part of another of the four groups; the *Ellison* group. The circuit court held that although Gordon and Champlin were not signatories to the arbitration agreement, the agreement was orally modified to include Gordon and Champlin. Union Pacific appealed the decision of the Circuit Court seeking a Writ of Prohibition to bar arbitration of Gordon and Champlin's cases. Union Pacific contends that the Circuit Court erred in submitting the cases to arbitration because there was no enforceable arbitration agreement between Union Pacific and Gordon and Champlin.

Issue:

Was the oral modification of the arbitration agreement a valid contractual basis for compelling arbitration in the Gordon and Champlin cases?

Overall Issues Discussed or Touched Upon in this Case:

- *Procedural Issues - State*
- *Damages*

Held:

No, [Missouri](#) state law provides that arbitration agreements must be in writing to be enforceable. Here, the Supreme Court of Missouri examined the language of the arbitration agreement between Union Pacific and the four groups. It found that a condition precedent to arbitration was the written consent of all of the parties involved. Additionally, Missouri state law provides that only "written agreement to submit any existing controversy to arbitration" will be valid and enforceable. Counsel for Gordon and Champlin contend that they did submit to

arbitration in writing and submitted two written documents purporting to be individual arbitration agreements between Union Pacific and Gordon and Champlin. However, the Court granted Union Pacific's Motion to Strike the documents because counsel for Gordon and Champlin conceded that the documents were not part of the record on appeal. Thus, The Court held that neither the Gordon nor the Champlin case were subject to arbitration because there was no written consent of either party. Writ of Prohibition GRANTED

Comments: