

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

G & G BUILDERS, INC.,

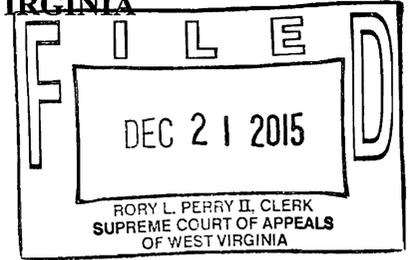
Plaintiff Below, Petitioner

v.

CASE NO: 15-0920
(Civil Action No. 14-C-250 Below)

RANDIE GAIL LAWSON and
DEANNA DAWN LAWSON,

Defendants Below, Respondent.



BRIEF OF PETITIONER

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ASSIGNMENTS OF ERROR

The Circuit Court erred in finding that there was no meeting of the minds with regard to the intent to arbitrate disputes between the Petitioner and the Respondents. The Court further erred by finding that the arbitration provisions were not binding on any claims by Respondent Deanna Lawson as she was not a signatory to the contract with Petitioner. Petitioner seeks an order reversing the ruling of the Circuit Court and dismissing Respondents' Counterclaim in favor of arbitration.

STATEMENT OF THE CASE

This appeal arises from a suit filed in the Circuit Court of Cabell County, West Virginia by Petitioners G. & G. Builders, Inc. (G & G OR Petitioner) against Respondents Randie Gail Lawson and Deanna Dawn Lawson (Lawsons or Respondents) to enforce a mechanic's lien filed against the Lawsons' property related to the construction of the Lawsons' home. APP000001. In response to G & G's Complaint, the Lawsons filed an answer, counterclaim and cross-claims. APP000007. In response to the Lawsons' counterclaim, G & G filed a motion to dismiss the counterclaim on the basis that the contract required arbitration, and sought an order to enforce the arbitration agreement, and to stay the cross-claims. APP000025.

On November 18, 2012, G & G and the Lawsons entered into an American Institute of Architects (AIA) Document A111-1997 form contract (A111) to take over and complete the construction of the Lawsons' home, which had been started by another contractor. APP000040. Randie Lawson and Deanna Lawson were identified in the contract collectively as OWNER and G & G was identified as CONTRACTOR. A representative of G & G and Randi Lawson subsequently signed the A111. APP000051.

The cover page of the A111 contains language that states "AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference." APP000040. Additionally, Article 1 of the A111, entitled "THE CONTRACT DOCUMENTS", states:

"The Contract Documents consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and as are fully a part of the Contract as if attached to this Agreement or repeated herein."

APP000041. It further states "An enumeration of the Contract Documents, other than Modifications, Appears in Article 15". APP000041. Under §15.1.2 of Article 15, the AIA Document A201-1997 is listed as a Contract Document. APP000049.

The A201-1997 contains provisions which require the parties to arbitrate any disputes that arise under the contract. APP000081. Based on this provision, Petitioner moved to dismiss Respondents' Counterclaim. APP000025.

In response to G & G's motion to dismiss, the Lawsons filed a response and argued that Deanna Lawson could not be compelled to arbitrate because she was not a signatory to the A111. APP000100. Additionally, Randie Lawson provided an affidavit which stated that he was not provided with a copy of the A201-1997 and was not made aware of the requirement to arbitrate disputes that arose under the A111. APP000110.

A hearing was held on March 20, 2015, in which the Court held that the arbitration agreement was unenforceable as to Deanna Lawson because she was a non-signatory to the A111, and unenforceable as to Randie Lawson because there was no meeting of the minds on the agreement to arbitrate. An order was entered on August 20, 2015 reflecting the Court's ruling.

The Court's order also found no reason to delay, and entered judgment on the issue of the parties' requirement to arbitrate the disputes between them. APP000139.

SUMMARY OF ARGUMENT

The Circuit Court erred in two ways; initially, it erred when it found the Respondents were not required to arbitrate their dispute between Respondents and Petitioner in accordance with their signed agreement, and subsequently denied Petitioner's Motion to Dismiss. The Court erred when it found that there was no meeting of the minds and thus no agreement to arbitrate. The A111, executed on behalf of the Lawsons by Randie Lawson, was one of several contract documents, along with the AIA A201 General Conditions and the drawings listed under §15.1.5. The identification of the A201 General Conditions as one of the contract documents was conspicuously identified in the A111 in several locations, and the Lawsons should be bound to all the terms, including the requirement to arbitrate their dispute as set forth in the counterclaim.

Additionally, the Circuit Court erred in finding that the arbitration provisions of the contract were not binding on Deanna Lawson because she was not a signatory to the A111 executed by her husband. Under the A111 as completed for the Respondents' home, the Lawsons were identified collectively as the OWNER and Petitioner was identified as the CONTRACTOR. Randie Lawson signed the A111 above the designation of OWNER which demonstrated the intent of the OWNER (the Lawsons collectively) to be bound by its terms and conditions.

STATEMENT REGARDING ORAL ARGUMENT

Petitioners Request a Rule 19 Oral Argument because this matter involves assignments of error in the application of settled law. Petitioner believes that this matter is appropriate for a memorandum decision pursuant to W. Va. R. App. P. 21.

ARGUMENT

A. Standard of Review

“An order denying a motion to compel arbitration is an interlocutory ruling which is subject to immediate appeal under the collateral order doctrine.” Syllabus Point 1, *Credit Acceptance Corp. v. Front*, 231 W.Va. 518, 745 S.E.2d 556 (2013). “When a party, as part of an appeal from a final judgment, assigns as error a circuit court's denial of a motion to dismiss, the circuit court's disposition of the motion to dismiss will be reviewed de novo.” *Geological Assessment & Leasing v. O'Hara, et al*, 2015 WL 7369518 (W. Va. 2015), citing *Ewing v. Bd. of Educ. of Cnty. of Summers*, 202 W.Va. 228, 503 S.E.2d 541 (1998).

B. The Circuit Court Erred In Finding That There Was No Meeting Of The Minds With Regard To The Agreement To Arbitrate.

AIA Document A111-1997 (“A111”) incorporated by reference the General Conditions found within AIA Document A201-1997 (“A201”), including the arbitration agreement at issue in this appeal. APP000040, 000049. In accordance with established law favoring the enforceability of arbitration agreements, and based upon Respondents’ failure to read or acknowledge the terms of the A111, the arbitration provision incorporated into the A111 is valid, enforceable, and governs the rights and obligations of the parties to this action. Accordingly, the Circuit Court erred when it denied Petitioner’s motion to compel arbitration, and Petitioner

respectfully requests that this Court reverse the Circuit Court's denial as being inconsistent with established law.

1. The Federal Arbitration Act, 9 U.S.C. § 1 et seq. Governs the Enforceability of the Underlying Arbitration Provision.

It is well established that the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, *et. seq.*, governs the enforceability of arbitration provisions where, as here, the contract involved interstate commerce. The substantive provision of the FAA, codified in 9 U.S.C. § 2, provides in pertinent part that:

A written provision in... a contract evidencing a transaction involving commerce to settle by arbitration controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof,... shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.

Thus, such provisions are presumptively valid, as evidenced by the clear Congressional declaration creating a "liberal federal policy favoring arbitration agreements[.]" *Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983). Additionally, the statute "reflects an emphatic federal policy in favor of arbitral dispute resolution." *Marmet Health Care Center, Inc. v. Brown*, 132 S.Ct. 1201, 1203 (2012) (citation omitted). In accordance with this policy, Courts must enforce the bargain of the parties to arbitrate. *Id.* Further, any ambiguities should be resolved in favor of arbitration. *Volt Info Scis., Inc. v. Trs. of Leland Stanford Jr. Univ.*, 489 U.S. 468, 476 (1989).

In furtherance of this emphatic policy, trial courts adjudicating a motion to compel arbitration are only capable of deciding two threshold issues: "1) whether a valid arbitration agreement exists between the parties; and 2) whether the claims averred by the plaintiff fall

within the substantive scope of that arbitration agreement.” *Brown v. Genesis Healthcare Corp.*, 228 W.Va. 646, 724 S.E.2d 250, 260 (2011) (overruled in part on other grounds by *Marmet Health Care Center, Inc. v. Brown*, 132 S.Ct. 1201 (2012)).

The Circuit Court addressed only the first of these threshold questions, and its improper application of West Virginia law resulted in reversible error. The Court did not address Respondent’s claim that the arbitration provision is unconscionable, as it found that there was no meeting of the minds with regard to arbitration. It based this determination on the allegation that Respondents did not sign, or see, the General Conditions contained within AIA A201-1997. However, West Virginia law unequivocally provides that a document may be incorporated by reference, and that parties to a contract have a duty to read, a breach of which binds such parties to the terms of the contract.

2. A111-1997 Clearly Referenced and Identified the A201, Thereby Incorporating the A201 by Reference, and the Parties are Deemed to Assent to the Provisions Contained Therein.

A principle tenet of contract law is that parties may incorporate by reference separate writings together into one agreement, thereby allowing multiple writings within a given transaction to be interpreted together. 11 Richard A. Lord, *27 Williston on Contracts* § 30:25 (4th Ed. 2011). In keeping with this tenet, under West Virginia law, “parties may incorporate into their contract the terms of some other writing.” *State ex rel. U-Haul Co. of W. Virginia v. Zakaib*, 232 W.Va. 432, 441, 752 S.E.2d 586, 595 (2013). For a document to properly be incorporated by reference pursuant to West Virginia case law, the writing must satisfy three criteria:

- (1) the writing must make a clear reference to the other document so that the parties’ assent to the reference is unmistakable;

(2) the writing must describe the other document in such terms that its identity may be ascertained beyond doubt; and

(3) it must be certain that the parties to the agreement had knowledge of and assented to the incorporated document so that the incorporation will not result in surprise or hardship.

Syllabus Point 2, *U-Haul*, 752 S.E.2d 586.

First, the A111 clearly references the A201 in multiple locations, as well as the A111's intent to incorporate the same. "An oblique reference to a separate, non-contemporaneous document is insufficient to incorporate the document into the parties' final contract." *U-Haul*, 752 S.E.2d at 596. Similarly, mere awareness of the incorporated document will not suffice to bind the parties. *See Covol Fuels No. 4, LLC v. Pinnacle Min. Co., LLC*, 785 F.3d 104, 114 (4th Cir. 2015). However, in the instant A111, the document makes numerous, specific references to the General Conditions found in A201. Importantly, the A201 may be found, among other places, clearly and conspicuously referenced in the middle of the first page of the A111 and within the first sentence of the A111's Article 1.¹ APP000040-41. Within both locations the reader is advised that the A201 is intended to be incorporated by reference.

Second, the A111 describes the A201 in such a way that a party to the contract could easily ascertain its identity beyond doubt. The A111 explicitly provides that the A201 contain General, Supplementary, and Other Conditions found in AIA Document A201-1997. The inclusion of a specific document number leaves no doubt regarding the identity of the

¹ Article 1 of AIA A111-1997 states, in pertinent part:

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. APP000041.

incorporated document. Consequently, a reader of the terms within the A111 would easily be capable of ascertaining the identity of the incorporated document. APP000041.

This Court has previously found that AIA 101-1997, which contains an identical reference to A201 as the one at issue in this case, sufficiently incorporated the A201 into the A111.² In *State ex rel. Johnson Controls, Inc. v. Tucker* this Court stated, albeit in *dicta*, that “[t]he contract incorporates by reference the ‘General Conditions of the Contract for Construction,’ also known as ‘AIA Document A201-1997.’” *State ex rel. Johnson Controls v. Tucker*, 229 W.Va. 486, 491, 729 S.E.2d 808, 813 (2012). While *Johnson Controls* predates this Court’s decision within *U-Haul*, and the Court was not faced with the issue presently before it, *Johnson Controls* demonstrates that the incorporating language contained within the Article 1 “Contract Documents” is clearly references the A201 and undoubtedly provides the identity of the incorporated document.

Moreover, the Texas Court of Appeals found language similar to AIA A111-1997 sufficiently incorporates A201 and binds the parties to the arbitration provision contained within. *LDF Constr., Inc. v. TX Friends of Chabad Lubavitch, Inc.*, 459 S.W.3d 720 (Tx.App. 2015). In *LDF Construction*, the defendant moved to compel arbitration pursuant to an AIA A201-1997 and was subsequently denied by the trial court. *Id.* at 726. The defendant claimed that A201 was properly incorporated by reference into AIA A101-1997 entitled “Standard Form of Agreement Between Owner and Contractor.” *Id.* at 726. The trial court’s basis for denial is almost identical to the contentions made by the Respondents. Specifically, the court cited the plaintiff’s lack of sophistication, the lack of a binding arbitration clause in A101, and the denial of a constitutional right as grounds for the denial. *Id.* at 727-28. Moreover, and similar to the

² Article 1 of AIA A101-1997 contains language identical to that found in AIA A111-1997 as stated above.

Respondents in this action, the plaintiff in *LDF Construction* claimed he neither signed nor assented to the A201, that he did not know of the A201 at the time of the contract, and that he never received the A201. *Id.* at 727.

In reversing the trial court's denial of arbitration, the Texas Appellate Court found that the incorporating language, similar to the language at issue presently, specifically incorporated A201-1997. *Id.* Importantly, the court found that AIA A201-1997 is a standard document that is readily identifiable and available from the AIA. *Id.* at 729. Further, the incorporating language that "all enumerated documents 'form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein'" removed any requirement that A201 be attached to the original contract. *Id.* Moreover, the court found that, similar to West Virginia case law, failure to receive a copy of the A201 did not destroy a party's duty to read the contract, or relieve him or her from the terms contained therein. *Id.* at 729-30. These established principles of contract law, combined with the fact that the plaintiff never presented evidence that it lacked an opportunity to read, were found to support incorporation of AIA A201 through the use of language identical to that used in the A111. *Id.* at 730.

Finally, it is certain that Respondents knew, or should have known, of the incorporated A201. Mr. Lawson signed the A111, thereby subjecting himself to the well-established duty on all parties to a contract to read the terms of such contract. It is a fundamental principle of contract law that a person who signs a contract is presumed to know and be bound by its terms and consents. 27 Williston on Contracts § 70:113 (4th ed.) West Virginia has long recognized that in the absence "...fraud or other wrongful conduct, one who signs or accepts a written instrument will normally be bound in accordance with its written terms and cannot disaffirm the contract simply by contending that he failed to read the contract or understand its contents."

Knapp v. Am. Gen. Fin. Inc., 111 F. Supp. 2d 758, 763-64 (S.D.W.Va. 2000) (citing *Acme Food Co. v. Older*, 64 W.Va. 255, 61 S.E. 235 (1908)). While Mr. Lawson's affidavit is silent as to whether he actually read the A111, by law he is presumed to have done so and to have noted the cover page, Section 1 and Section 15 which included the A201 as a contract document. He is bound to all terms contained with the A111, inclusive of the properly incorporated A201.

3. The Respondents Are Bound To All The Terms Of The Contract Documents Whether They Obtained And Read Them Or Not.

The law of West Virginia is clear that "a party to a contract has a duty to read the instrument." Syllabus Point 4, *Am. States Ins. Co. v. Surbaugh*, 231 W.Va. 288, 745 S.E.2d 179 (2013); see *State ex rel. U-Haul Co. of W. Virginia v. Zakaib*, 232 W.Va. 432, 752 S.E.2d 586 (2013); see also *Navient Solutions, Inc. v. Robinette*, 2015 WL 6756859 (W.Va. 2015) (finding that student's failure to locate and read promissory note did not excuse her from its terms). This includes all documents which comprise the contract. Further, "[f]ailing to read a [contract]... is not sufficient reason to hold a clear and conspicuous policy provision unenforceable." *Surbaugh*, 745 S.E.2d at 190; (citing *Mission Viejo Emergency Med. Assocs. v. Beta Healthcare Grp.*, 128 Cal.Rptr.3d 330 (2011)) (emphasis added).

The A111 makes clear that there are multiple documents which form the Contract Documents. APP000049. In his Affidavit, Mr. Lawson stated that he was not provided with a copy of the A201 prior to this litigation. The Respondent's failure to obtain and read the A201 does not vitiate the clear and conspicuous incorporation of the A201 and its terms into the signed A111. Enforcement of the arbitration provision will not result in surprise as a reasonable party, complying with the duty to read, would have obtained all the documents comprising the contract before signing. Accordingly, the Respondents cannot be excused from the terms contained

throughout the A111, including the clearly referenced A201 and accompanying arbitration provision.

“While a party’s failure to read a duly incorporated document will not excuse the obligation to be bound by its terms... a party will not be bound to the terms of any document unless it is clearly identified in the agreement.” *State ex. rel U-Haul of W. Virginia v. Zakaib*, 232 W.Va. 432, 443, 752 S.E.2d 586, 597 (2013) (citing *PaineWebbber Inc. v. Bybyk*, 81 F.3d 1193, 1201 (2nd Cir. 1996)). However, there can be no doubt that the A201 is clearly identified within the signed A111. The A201 was clearly referenced throughout the A111, unambiguously identified through its AIA Document number such that there is no doubt as to its identity, and a reasonable person, having satisfied his or her duty to read, would have knowledge of the A201 prior to signing the document.

The fact that Mr. Lawson, a seasoned business man, was entering his first house construction contract is immaterial. The duty to read contracts extends to all parties regardless of their experience, or purported lack thereof. Allowing Respondents to avoid compliance with the A111 and incorporated A201 due to their failure to read such documents would provide an incentive to future parties to simply avoid compliance with the terms of the contract by refusing to read such documents. This outcome is explicitly contrary to the established law in West Virginia. The Respondents, by failing to read the A111, should not now be allowed to claim surprise as a result of their own inaction.

Therefore, the A201 was properly incorporated by reference into the A111, as the incorporated document was clearly referenced, definitively identified, and the Respondents, had they read the document, would have been aware known of the A201’s existence. Accordingly,

the Circuit Court's determination that the A201 was not properly incorporated is incorrect, and G&G Builder's underlying motion to compel arbitration was improperly denied.

4. The Relative Length of the Documents Involved Is Not a Determinative Factor in the Proper Incorporation by Reference of a Document.

An oft cited case, and one relied upon by the Circuit Court for incorporating a second document into a written contract is *Weiner v. Mercury Artists Corp.*, 284 A.D. 108, 130 N.Y.S.2d 570 (1954). In *Weiner*, a summer resort contracted with the defendants for orchestral services. *Id.* at 109. The plaintiffs signed a one page form contract, which vaguely stated that,

the rules, laws and regulations of the American Federation of Musicians, and the rules, laws and regulations of the Local in whose jurisdiction the musicians perform * * * *are made part of this contract, and to such extent, nothing in this contract shall ever be construed as to interfere with any obligation which any employee hereunder may owe to the American Federation of Musicians pursuant thereto.* *Weiner v. Mercury Artists Corp.*, 284 A.D. 108, 109, 130 N.Y.S.2d 570 (App. Div. 1954) (emphasis original).

Whereas the solitary incorporating provision in *Weiner* contained vague language regarding "rules, laws and regulation," the instant incorporating provisions found in the A111 explicitly state, numerous times, that the General Conditions found in A201-1997 are a part of the A111. Further, inasmuch as the Circuit Court relied upon the disparity between the page length of the incorporating and incorporated documents, *Weiner* and the instant case are factually dissimilar. In *Weiner*, the defendant attempted to incorporate a 207 page document into a one page pre-printed form. *Weiner*, 284 A.D. at 109. Here, the A111 is twelve pages, and the incorporated A201 is only thirty-seven pages.

Moreover, this Court has never held that the disparity in document length is a determinative factor in whether a document is properly incorporated by reference. Accordingly,

the Circuit Court's reliance on *Weiner* and focus on the length of each document is reversible error.

C. The Circuit Court Erred In Finding That The Requirement To Arbitrate Is Not Binding On Deanna Lawson.

The Circuit Court further erred in finding that Deanna Lawson was not subject to arbitrate any dispute with Petitioner because she did not sign the A111. Under the Circuit Court's ruling, Deanna Lawson's failure to sign the A111 relieved her of the contractual obligation to arbitrate her dispute, despite her husband executing the A111 on behalf of them both jointly, and her acceptance of Petitioner's performance under the A111.

This Court has very recently addressed the issue of a non-signatories' obligation to arbitrate a dispute under a contract. In *Chesapeake Appalachia, L.L.C. v. Hickman*, 2015 WL 7366450 (W. Va. 2015), this Court recognized that as a general rule, "A court may not direct a non-signatory to an agreement containing an arbitration clause to participate in an arbitration proceeding absent evidence that would justify consideration of whether the non-signatory exception to the rule requiring express assent to arbitration should be invoked.", citing Syllabus Point 3, *State ex rel. United Asphalt Suppliers, Inc. v. Sanders*, 204 W.Va. 23, 511 S.E.2d 134 (1998). See also, *E.I. DuPont de Nemours and Co. v. Rhone Poulenc Fiber and Resin Intermediates, S.A.S.*, 269 F.3d 187, 194 (3d Cir.2001). The Court went on to further delineate the circumstances under which a non-signatory could be held to arbitrate:

We therefore hold that a signatory to an arbitration agreement cannot require a non-signatory to arbitrate unless the non-signatory is bound under some traditional theory of contract and agency law. The five traditional theories under which a signatory to an arbitration agreement may bind a non-signatory are: (1) incorporation by reference; (2) assumption; (3) agency; (4) veil-piercing/alter ego; and (5) estoppel.

While the Circuit Court did not have the benefit of this holding when it entered its order on August 20, 2015, it is clear that the Circuit Court's ruling cannot be sustained as to Deanna Lawson. The A111 executed by Randie Lawson is between the "Owner" and "Contractor". "Owner" is defined as "Mr. and Mrs. Randie and Deanna Lawson, #1 Kilgore Creek Rd., Milton WV 25541". APP000040. The Petitioner is identified as the "Contractor" and the Project is defined as "Lawson Residence, Milton, WV". Randie and Deanna Lawson are not identified separately as owners for the project, and did not have separate contracts with Petitioner for the construction of the home. As such, the Lawsons' obligations under the A111 were joint obligations. *Elliott v. Bell*, 37 W. Va. 834, 17 S.E. 399 (1893)("wherever an obligation is undertaken by two or more, it is a general presumption of law that it is a joint obligation or right"). Randie Lawson executed the A111 as "Owner", meaning that he was executing the agreement as agent for Mr. and Mrs. Randie and Deanna Lawson. Consistent with this, Randie and Deanna Lawson filed a single, unified counterclaim against Petitioner for breach of contract. Deanna Lawson is not claiming that she was not in a contract with Petitioner or that she has sustained separate damages from Randie Lawson.

Further, Deanna Lawson assented to the A111 by accepting Petitioner's performance under the contract. Assent may be shown by word, act or conduct that evinces the intention of the parties to contract. *Bailey v. Sewell Coal Company, et al*, 190 W. Va. 138, 437 S.E. 2d 448 (1993). In this instance, Deanna Lawson demonstrated her assent by permitting Petitioner to perform and to construct a residence for her and her husband. She received the benefits of the contract and cannot claim that the arbitration provisions, as well as any other contract provisions, are not binding on her as well as her husband.

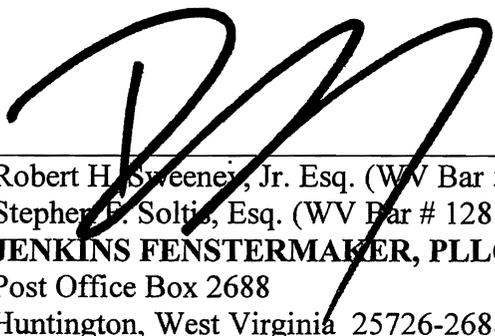
CONCLUSION

The Circuit Court clearly erred in failing to dismiss the Respondents' counterclaim. By executing the A111, Randie Lawson acknowledged that the Respondents' contract with the Petitioner consisted of the A111, the A201 and a series of drawings. The scope of the contract documents was clearly identified and readily ascertainable should Mr. Lawson have chosen to review them. Whether he did or not is immaterial; his signature on the A111 on behalf of himself and his wife was sufficient to acknowledge his agreement to all the terms and conditions of the contract documents, including the agreement to arbitrate. The Circuit Court's failure to recognize this has resulted in reversible error.

Petitioner prays that this Honorable Court reverse the August 20, 2015 Order of the Circuit Court of Cabell County and dismiss the Respondents' counterclaim, and to grant such other relief as this Court deems just and equitable.

G. & G. BUILDERS, INC.

BY COUNSEL



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IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

G & G BUILDERS, INC.,

Plaintiff Below, Petitioner,

v.

CASE NO: 15-0920
(Civil Action No. 14-C-250 Below)

RANDIE GAIL LAWSON and
DEANNA DAWN LAWSON,

Defendants Below, Respondent.

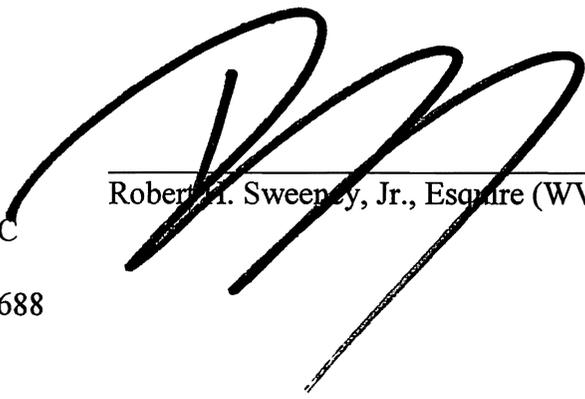
CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing "*Brief of Petitioner*" by depositing a true and correct copy thereof, postage prepaid, in the United States Mail, to the following counsel of record on this 21st day of December, 2015.

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