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IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

No. 20-0067

*State of West Virginia ex rel. TROY Group, Inc., a Delaware Corporation, Baris Vural,
Georganne Ickler, and Aimee Orum*

Petitioners,

v.

*The Honorable Judge David J. Sims, Judge of the Circuit Court of Ohio County, West
Virginia; Nakita Willis,*

Respondents.

(From the Circuit Court of Ohio County, West Virginia – Civil Action No. 19-C-61)

PETITION FOR WRIT OF PROHIBITION

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Dated: January 6, 2020

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I. QUESTION PRESENTED

This Petition presents a simple but critical question as to the enforceability of written arbitration agreements in the employment context, which this Court has unquestionably held are presumptively valid. That question is whether the Respondent Circuit Court of Ohio County (“Circuit Court”) abused or exceeded its legitimate powers by denying Petitioners TROY Group, Inc.’s, Baris Vural’s, Georganne Ickler’s, and Aimee Orum’s (“Petitioners”) Motion to Dismiss or, in the Alternative, Compel Arbitration in its Order entered December 5, 2019.

What is interesting about this case is that the Circuit Court did not decline to enforce the subject arbitration agreement on any traditional grounds (such as unconscionability or lack of consideration), but instead apparently decided there were questions of authenticity of the document, under circumstances where it is an undisputed fact of record that TROY Group, Inc. (“TROY”) requires *all* employees to agree to arbitration of employment disputes. Petitioners say “apparently” because the concluding analysis by the Circuit Court contains no citations to any legal authority. Instead, the Circuit Court appears to primarily base its ruling on questions raised by Willis about the dates of corporate signatures on *other employees’ arbitration agreements*, which agreements the Circuit Court had held just three weeks earlier (on November 18, 2019) were irrelevant. The Circuit Court’s December 5, 2019 Order (Appendix at 1-9) is directly contrary to this Court’s precedent and the West Virginia Rules of Evidence. Specifically, therefore, the question presented by this Petition is:

Whether the Circuit Court is prohibited from proceeding in a case where it abused or exceeded its legitimate powers by denying Petitioners’ Motion to Dismiss or, in the Alternative, Compel Arbitration, allowing the case to continue in the Circuit Court even though the Circuit Court lacks subject matter jurisdiction over the case?

II. STATEMENT OF THE CASE

A. **Factual Background.**

Willis worked for TROY Group, Inc. (“TROY”) from March 24, 2004, until on or about September 24, 2018. (See Complaint, ¶¶ 10, 34; Appendix at 24, 29). She subsequently filed the present lawsuit, alleging race discrimination, gender discrimination, age discrimination, retaliatory discharge, violation of the Wage Payment and Collection Act, and the tort of outrage. (See generally Complaint; Appendix at 23-35).

TROY produced a Mutual Agreement to Arbitrate Claims with Willis’ signature on it. (“Agreement”) (Appendix at 14-18). Under the Agreement, Willis expressly agreed not to litigate her employment-related claims in court. Instead, she agreed that such disputes would be submitted to binding arbitration, to be conducted under AAA rules. The Agreement specifically covers wrongful discharge claims, wage claims, discrimination claims, tort claims, and violations of state or federal law:

The claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of contract or covenant express or implied; tort claims, claims for discrimination including, but not limited to, race, sex[,] religion, national origin, age[,] marital status, or medical condition, handicap or disability; claims for benefits, except where an employee benefit or pension plan specifies that its claims procedures shall culminate in an arbitration procedure different from this one, and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, except claims excluded in the following paragraph.

(Agreement, p.1; Appendix at 14). Thus, all of Willis’ claims are covered by the Agreement. Nevertheless, she has refused to proceed to arbitration and Petitioners have been forced to litigate this issue.

B. Procedural Posture of Case.

Petitioners filed their Motion to Dismiss or, in the Alternative, Compel Arbitration on May 24, 2019. (Appendix at 57-77). Willis filed a response primarily arguing that (1) there was no consideration for the Agreement because, among other things, TROY did not sign the Agreement; (2) Petitioners had waived their right to arbitrate by appearing in and preliminarily participating in the Circuit Court case;¹ and (3) there were issues surrounding the creation and execution of the Agreement. (Appendix at 78-94). Willis attached an affidavit to this response, stating she did not remember ever seeing or signing the Agreement. *Importantly, Willis did not expressly deny signing the Agreement in this affidavit.* (Appendix at 129). And her lack of memory of the Agreement is not surprising or dispositive of any issue, considering the fact that the Agreement is dated 15 years ago.

The Circuit Court conducted a hearing on July 18, 2019. At the conclusion of the hearing, the Circuit Court ordered that the parties would have 90 days to conduct discovery on the arbitration issue. (August 5, 2019 Order of the Circuit Court; Appendix at 10). Petitioners contend (and objected during the hearing) that this ruling was erroneous because, at that time, the Circuit Court had been presented with an Agreement that was valid on its face and which Willis did not deny signing. Thus, Petitioners failed to see how any discovery was necessary.

In any event, during the subsequent discovery period, Willis conducted discovery *mostly on other employees' arbitration agreements*, which are completely irrelevant to the issue of validity of Willis' Agreement in this case. Willis also took a Rule 30(b)(7) deposition of Petitioner and designated TROY representative, Aimee Orum ("Orum").

¹ As set forth in the briefing before the Circuit Court, Petitioners posit that subject matter jurisdiction cannot be waived, they raised the issue of arbitration in their Answer, and that in any event they did not waive any rights. The Circuit Court's Order does not rely on a waiver argument. To the extent this Court finds it necessary to consider the issue, Petitioners incorporate by reference their arguments set forth in the briefing in the Appendix.

Orum, on behalf of TROY,² testified the arbitration agreement was originally created by human resources personnel on January 15, 2004. (Orum Dep. at 20, 22–23; Appendix at 179–180). Although the date the Agreement was scanned and the name of the individual who scanned it are available for review, no metadata exists for the actual Agreement signed by Willis because it is a PDF document. (Orum Dep. at 21, 30–31; Appendix at 179; 182).

According to Orum, the arbitration agreement is presented to employees in person or via email as part of the new hire paperwork after acceptance of a position and typically two weeks prior to the employee's start date. (Orum Dep. at 27–28; Appendix at 181). *Employees are required to sign the agreement as a condition of their employment.* (Orum Dep. at 28; Appendix at 181). Willis' signature appears on the Agreement at issue here. (See Orum Dep. at 36–37; Appendix at 183). According to Orum, Willis' signature on the Agreement matches her signature on other documents in her personnel file. (See *id.*). Importantly, TROY would not have employed Willis if she had not signed the Agreement. (See *id.*).

The executed new hire paperwork, including the arbitration agreement, becomes part of the employee's personnel file and is scanned into the human resources server. (Orum Dep. at 30–31; Appendix at 182). Because of TROY's paperless initiative, existing personnel files were scanned into PDF format for electronic storage beginning in or about 2016. The Agreement at issue here was scanned on December 21, 2016 by human resources personnel. (Orum Dep. at 30–31; Appendix at 182). Once the original personnel file (including the agreement) was scanned into the human resources server, a third-party vendor shredded the paper file. (Orum Dep. at 35; Appendix at 183).

² The Circuit Court notes in its December 5, 2019 Order that Orum was not employed by TROY in 2004, the date of the Agreement. But, Orum was a Rule 30(b)(7) witness, charged with learning responsive information in able to provide binding testimony on behalf of TROY.

Near or at the end of the discovery period, Willis moved the Circuit Court for an Order removing the “Confidential” designation that TROY had attached to the arbitration agreements of other employees produced during discovery, so that she could use them as part of her argument against arbitration of the instant dispute. (Plaintiff’s Motion to Strike; Appendix at 134-139). The Circuit Court denied this request, and agreed with Petitioners that “*only Plaintiff’s arbitration agreement is relevant in this matter.*” (November 18, 2019 Order, p. 2; Appendix at 13; emphasis added). This is highly important because the Circuit Court’s ultimate decision declining to compel arbitration relies extensively on alleged deficiencies with *other employees’* arbitration agreements, directly contradicting this November 18, 2019 Order.

After discovery, TROY filed a supplemental memorandum (Appendix at 165-177), and Willis likewise filed a supplemental response (Appendix at 235-248), raising waiver again, seemingly as her primary argument. As stated, the waiver argument is fully briefed in the Appendix and incorporated herein if necessary, but the Circuit Court did not rely on this argument in its ruling. Willis also raised lack of consideration and mutual assent. Again these issues are fully briefed in the Appendix and those arguments are incorporated herein to the extent necessary. Finally, Willis continued to attack the validity of the Agreement, arguing that no original wet ink version existed, that TROY had not signed the Agreement, and that there were alleged irregularities in the dates of corporate signatures on *other employees’* arbitration agreements. In Willis’ second affidavit, attached to this supplemental response, she incredibly contradicts her first affidavit by denying that she signed the Agreement in the first place. (Appendix at 254-255). She offers no proof or explanation for this statement, other than the fact that she doesn’t remember signing the Agreement, and she doesn’t believe she would have signed a document 15 years ago limiting her rights.

On December 5, 2019, the Circuit Court issued its decision denying Petitioners' Motion to Dismiss, or in the Alternative, to Compel Arbitration. (Appendix at 1-9). The Circuit Court correctly recited the general law on arbitration agreements in the employment context on pages 3-5 of its Order. (Appendix at 3-5). Then, on pages 5-9, in its concluding analysis, the Circuit Court does not cite any legal authority whatsoever to support its decision. (Appendix at 5-9). Instead, the Circuit Court (1) embarks on a factual recitation of allegations about the timing of corporate signatures on *other employees' arbitration agreements* - taken almost entirely from Willis' briefing – and contradicting the Court's own November 18, 2019 Order holding such agreements irrelevant; (2) notes that the Agreement isn't a wet ink original and is not signed by TROY, and then (3) adds an additional argument about possible cutting and pasting of Willis' signature that Willis herself didn't even expressly raise, and which has no evidentiary support in the record.

III. SUMMARY OF ARGUMENT

The Circuit Court's Order denying Defendants' Motion to Dismiss, or in the Alternative, to Compel Arbitration is clearly erroneous as a matter of law for the following reasons: (1) Willis' arbitration agreement is the only relevant agreement and the Circuit Court's reliance on other employees' arbitration agreements is misplaced, contradicting its own prior Order holding from just three weeks earlier that such agreements were irrelevant; (2) No wet ink original agreement or signature of TROY is necessary for a valid arbitration agreement; and (3) TROY presented an arbitration agreement signed by Willis and, under the circumstances of this case, where it is undisputed that TROY requires all employees to agree to the arbitration of employment disputes, Willis has not overcome the presumption that the Agreement is valid.

IV. STATEMENT REGARDING ORAL ARGUMENT

Oral argument is not necessary because this Court has already issued decisions on the issues raised in this petition and need only apply those decisions to this case. Enforceability of arbitration agreements in the employment context is a well-settled area of the law. Finally, the issues are straightforward and can be fairly presented by the parties in their respective briefs.

V. ARGUMENT

This Court should grant a Writ of Prohibition barring enforcement of the Circuit Court of Ohio County's December 5, 2019 Order denying Petitioners' Motion to Dismiss, or in the Alternative, to Compel Arbitration, because the Circuit Court made a clear error as a matter of law and does not have subject matter jurisdiction to proceed in this case.

A. **Standard for issuance of Writ of Prohibition.**

In Syllabus Point 2 of *State ex rel. Peacher v. Sencindiver*, 160 W.Va. 314, 233 S.E.2d 425 (1997), this Court explained that “[a] writ of prohibition will not issue to prevent a simple abuse of discretion by a trial court. It will only issue where the trial court has no jurisdiction or having such jurisdiction exceeds its legitimate powers.” In determining whether a writ is a proper remedy, this Court has held that it will examine five (5) relevant factors:

(1) whether the party seeking the writ has no other adequate means, such as direct appeal, to obtain the desired relief; (2) whether the petitioner will be damaged or prejudiced in a way that is not correctable on appeal; (3) whether the lower tribunal's order is clearly erroneous as a matter of law; (4) whether the tribunal's order is an oft repeated error of law or manifests persistent disregard for either procedural or substantive law; and (5) whether the lower tribunal's order raises new and important problems or issues of law of first impression.

State ex rel. Johnson Controls, Inc. v. Tucker, 229 W. Va. 486, 493, 729 S.E.2d 808, 814 (2012).

In evaluating these factors, this Court does not need to find that all factors are present; rather, it may use a combination of the factors to grant the writ. This Court has noted, however, that “it is

clear that the third factor, the existence of clear error as a matter of law, should be given substantial weight.” *In re W. Va. Rezulin Litig. v. Hutchison*, 214 W. Va. 52, 62, 585 S.E.2d 52, 62 (2003).

This Court has routinely dealt with trial courts’ refusals to submit matters to arbitration on petitions for writ of prohibition. *See, e.g., Johnson Controls*, 229 W.Va. 486, 729 S.E.2d 808; *State ex rel. U-Haul Co. v. Zakaib*, 232 W.Va. 432, 752 S.E.2d 586 (2013). Here, the Court should grant a Writ or Prohibition, preventing the Circuit Court from proceeding in a case where it lacks subject matter jurisdiction due to the existence of a valid arbitration agreement.

B. The Circuit Court’s December 5, 2019 Order is clearly erroneous as a matter of law.

A complete analysis of the enforceability of arbitration agreements in the employment context is set forth in the parties’ briefing before the Circuit Court, which is contained in the Appendix. Petitioners will not repeat these arguments here, but will focus on what appears to have been the rationale of the Circuit Court in refusing to enforce the Agreement.

1. Willis’ Agreement is the only relevant arbitration agreement here.

As stated, the Circuit Court held on November 18, 2019 that “*only Plaintiff’s arbitration agreement is relevant in this matter.*” (November 18, 2019 Order, p. 2; Appendix at 13; emphasis added). Then, just three weeks later, the Circuit Court contradicted its own ruling by extensively relying on alleged irregularities as to the timing of corporate signatures on *other employees’ arbitration agreements*. After the Court initially held that these other employees’ arbitration agreements were irrelevant on November 18, 2019, *Petitioners had no opportunity, nor need, to challenge Willis’ arguments pertaining to those other employees’ arbitration agreements.*

In any event, as detailed in the Circuit Court's December 5, 2019 Order, the alleged irregularities in the other employees' arbitration agreements center on an insinuation from Willis' counsel that perhaps Orum backdated some of the corporate signatures. The Circuit Court completely ignores the facts that, even if this allegation were true, it is irrelevant to the validity of Willis' specific Agreement - and it would not be illegal or invalidate those other employees' agreements because (1) the corporate signature was not required in the first place and (2) even if it were required, there is no prohibition under the law for backdating a document, so long as it is not done for purposes of fraud. Here, it is an undisputed fact that TROY mandates that all employees agree to arbitration (Circuit Court's December 5, 2019 Order, pp. 1-2; Appendix at 1-2) - and the employees were bound to arbitrate regardless of the existence of a TROY corporate signature on their agreements. Thus, even if Orum later signed some of the agreements, that would not constitute fraud and would have no bearing on the agreements' validity. This entire conspiracy theory regarding alleged irregularities on other employees' arbitration agreements is a classic red herring and it was clear error for the Circuit Court to rely on it.

2. No wet ink original or signatures are required for a valid arbitration agreement.

The Circuit Court appears to have been persuaded by the lack of an original wet ink version of the Agreement. TROY admits it is paperless (Appendix at 131) and shredded original personnel files, including the original wet ink version of the Agreement here (Appendix at 182). If the Circuit Court is correct that the original wet ink version is required, then every corporate paperless policy/green initiative in West Virginia must be invalidated. Surely, that is not the case - and indeed it is not.

First, signatures are not even required to create a valid arbitration agreement. Section 2 of the Federal Arbitration Act ("FAA") provides:

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

9 U.S.C. § 2. By its own terms, all that this provision requires for the Agreement to be valid is that it be *in writing*. In fact, neither this provision nor any other provision of the FAA requires a signature by either party. *See Galloway v. Santander Consumer USA, Inc.*, 819 F.3d 79, 89–90 (4th Cir. 2016). As such, the absence of a corporate signature on the Agreement does not render it invalid. Indeed, under the plain language of the FAA, Willis’ signature is not even necessary.

Second, the Circuit Court’s decision raises an interesting issue about the validity of paperless policies and other electronically created and/or stored agreements. This Court has noted that electronic signatures and/or contracting are perfectly valid. *Emple. Res. Grp., LLC v. Collins*, 2019 W.Va. LEXIS 262, *12-*14 (June 3, 2019) (memorandum decision); *see also State ex rel. U-Haul Co. of West Virginia v. Zakaib*, 232 W.Va. 432, 440 and n. 8; 752 S.E.2d 586, 594 and n.8 (2013). If documents created entirely electronically are valid, then surely documents that were originally paper documents but have been scanned in to an electronic format in accordance with a corporate paperless policy are valid as well. Indeed, the Circuit Court completely ignores the West Virginia Rules of Evidence in fashioning its decision.

West Virginia Rule of Evidence 1001(d) states:

an “original” of a writing or recording means the writing or recording itself or any copy or counterpart intended to have the same effect by the person who executed or issued it. For electronically stored information, “original” means any printout – or other output readable by sight – if it accurately reflects the information. . . .

W.Va. R. Evid. 1001(d). Then, Rule of Evidence 1003 states that duplicates are “admissible to the same extent as the original unless a genuine issue is raised about the original’s authenticity or the circumstances make it unfair to admit the duplicate.” While Willis attempts to raise an issue

regarding the authenticity of her Agreement, her argument has no support in any actual evidence, as set forth in the next section. The next rule, 1004(a), states that “an original is not required, and other evidence of the contents of a writing, recording, or photograph is admissible if . . . the originals are lost or destroyed, and not by the proponent acting in bad faith” There is no allegation whatsoever in this case that TROY has adopted a paperless policy in bad faith. Therefore, the Agreement is admissible under the West Virginia Rules of Evidence (there are no challenges to its relevancy), and the Circuit Court erred in deciding that a wet ink original was required.

Although the Circuit Court’s concluding pages are unclear, the Circuit Court also appears to have been persuaded by the lack of a corporate signature on the Agreement. Again, the Circuit Court cites no legal precedent for this decision. In fact, to the extent any signatures are required on the Agreement, TROY’s is not one of them because they drafted the Agreement and are, therefore, already bound to abide by it.

TROY clearly assented to the Agreement by drafting it and presenting it to Willis (*and all other employees*) for execution. Courts have held that the FAA does not require that arbitration agreements be signed by all parties. *See Marino v. Dillard’s Inc.*, 413 F.3d 530, 532 (5th Cir. 2005) (holding that under the FAA arbitration agreements need only be written, not signed). In fact, courts have routinely enforced unsigned arbitration agreements when the parties have otherwise manifested their intent to be bound by them. *Id.* at 533. According to the Restatement (Second) of Contracts, a “manifestation of assent may be made wholly or partly by written or spoken words or by other acts or failure to act.” Restatement (Second) of Contracts § 19(1) (1981). Additionally, 4A M.J. Contracts § 13 (2018) states in relevant part:

It is not necessary that all parties to a contract should sign it to be bound thereby. The signing of an agreement by one party only is sufficient, provided that party be

the one sought to be charged. For he or she is estopped by his or her signature from denying that the contract was validly executed, though the paper be not signed by the other party who sues for performance.

In *Poteat v. Rich Prods. Corp.*, 91 Fed. Appx. 832 (4th Cir. 2004), the Fourth Circuit held that an employer who had not signed an employment agreement containing an arbitration clause could enforce the arbitration clause where the employee signed the agreement. Here, the conduct of TROY demonstrates that it agreed to be bound by the Agreement. TROY created the Agreement, presented the Agreement to Plaintiff for execution, and hired Plaintiff after she signed it. Moreover, Plaintiff is estopped from arguing that the Agreement is invalid because she executed it. See *Bluestem Brands, Inc. v. Shade*, 239 W.Va. 694, 703, 805 S.E.2d 805, 814 (2017) (holding that a non-signatory to a written agreement requiring arbitration could utilize the estoppel theory to compel arbitration against an unwilling signatory). Thus, the fact that TROY did not sign the Agreement does not establish a lack of mutual assent. Instead, TROY's actions prove that it assented to the Agreement.

3. TROY has presented the Agreement containing Willis' signature and she has not overcome the presumption of its validity.

To the extent this Court would require Willis to have signed the Agreement, her signature is on the document and *she does not deny that it is her signature*. In her original affidavit submitted in July 2019, Willis did not expressly deny signing the Agreement. (Appendix at 129). She then incredibly contradicted herself in a second affidavit submitted in November 2019, stating that she did not sign the Agreement because she doesn't believe she would have signed such an agreement 15 years ago. (Appendix at 254-255). The second affidavit is unworthy of credence – why wasn't this same information contained in the first affidavit? In any event, there is no evidence that Willis can point to that would suggest her signature is not legitimate. As stated above, any arguments related to other employees' arbitration agreements are completely

irrelevant. Moreover, any argument that someone mysteriously cut and pasted her signature onto the document is wholly unsupported by any evidence. Interestingly, Willis herself did not even actually make this “cut and paste” argument, but the Circuit Court nevertheless states that “[t]he copy that exists is an electronic scanned version that Plaintiff posits could contain a ‘cut and paste’ of Plaintiff’s signature.” (December 5, 2019 Order, p. 6; Appendix at 6). Again, no evidence is cited for this unsupported allegation, and there is no evidence of record that anyone “cut and pasted” Willis’ signature. Indeed, this argument defies common sense. Why would TROY need to waste time and resources forging documents when they could lawfully just require employees to sign the agreements in first place? Even if, hypothetically, someone noticed years into Willis’ employment that Willis had not signed an arbitration agreement, they could have just required her to sign it at that time. Apparently the Circuit Court believes it is more plausible that someone at TROY, a large West Virginia employer, has time to sit around and forge document for no reason whatsoever, other than apparently the sport of it. Again, there is no support for this in the actual record and nothing about this conspiracy theory adopted by the Circuit Court makes any sense.

In any event, this Court recently addressed a similar argument by an employee claiming not to have signed an arbitration agreement, albeit under Kentucky law. In *Emple. Res. Grp., LLC v. Collins*, 2019 W.Va. LEXIS 262 (June 3, 2019) (memorandum decision), the plaintiff/employee alleged that she did not sign the arbitration agreement that contained her electronic signature. *Id.* at *9. This Court held that, while the employer had the initial burden of producing an agreement with the employee’s signature on it, the employee then had the burden of showing that the signature was invalid – even where she denied signing the document. *Id.* at *13. Thus, this Court still upheld the arbitration agreement under these circumstances. *Id.* at *14.

Likewise, in the present case, Willis has not presented any actual evidence that the signature on the Agreement is invalid.³ Thus, the Agreement is valid and the Circuit Court should have granted Petitioners' motion.

C. The denial of Petitioners' Motion to Dismiss, or in the Alternative, to Compel Arbitration, will damage and prejudice Petitioners in a way that is not correctable on appeal.

Petitioners have no other means of obtaining relief here. And allowing this lawsuit to continue where a valid arbitration agreement exists and the Circuit Court lacks subject matter jurisdiction will plainly harm Petitioners and deprive them of the benefits of the Agreement. This Court is well aware of the advantages of arbitration to both parties, benefits which the Circuit Court and Willis choose to ignore.

D. This Court should issue a rule to show cause, staying the proceeding in the Circuit Court pending the resolution of this Petition for Writ of Prohibition.

As explained in full above, Petitioners will be severely prejudiced if they are forced to defend against Willis' claims in the Circuit Court of Ohio County and not have the benefit of arbitrating the instance disputes. As such, Petitioners respectfully request that a rule to show cause be issued, staying the underlying proceeding pending the resolution of the issue raised in this Petition.

VI. CONCLUSION

Based on all of the reasons set forth above, the Circuit Court committed plain error and exceeded its legitimate powers by failing to grant Petitioners' Motion to Dismiss, or in the Alternative, to Compel Arbitration. Petitioners request that this Petition for Writ of Prohibition

³ If this Court rules that an employee can avoid being bound by an arbitration agreement by submitting an affidavit saying they didn't sign the agreement because (a) they don't remember signing it 15 years ago and (b) they don't believe they would have signed a document limiting their rights, this would create a dangerous precedent enabling anyone to avoid contractual obligations through the use of carefully-worded affidavits.

be docketed. Petitioners further request that this Court issue a rule to show cause and stay the proceedings in the Circuit Court of Ohio County, West Virginia, pending the resolution of this Petition. Finally, Petitioners request that this Court find that the Circuit Court of Ohio County, West Virginia committed plain error and exceeded its legitimate powers by denying Defendants' Motion to Dismiss or, in the Alternative, to Compel Arbitration.

Submitted this 6th day of January, 2020.

**TROY GROUP, INC., BARIS VURAL,
GEORGANNE ICKLER, AIMEE ORUM**

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IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

No. _____

*State of West Virginia ex rel. TROY Group, Inc., a Delaware Corporation, Baris Vural,
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Petitioners,

v.

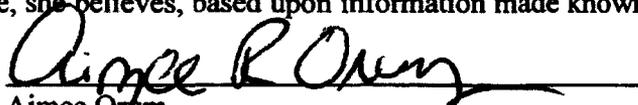
*The Honorable Judge David J. Sims, Judge of the Circuit Court of Ohio County, West
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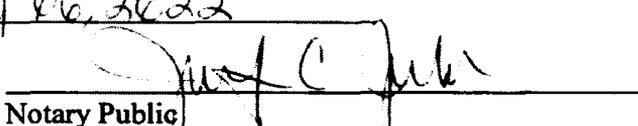
(From the Circuit Court of Ohio County, West Virginia – Civil Action No. 19-C-61)

VERIFICATION

I, Aimee Orum, being first duly sworn, deposes and says that she has read the Petition for Writ of Prohibition and that she has personal knowledge of the facts set forth therein, or to the extent she does not have personal knowledge, she believes, based upon information made known to her, the same to be true.


Aimee Orum

Taken, subscribed and sworn to before the undersigned Notary Public this 6th day of January, 2020.

My commission expires: May 26, 2022

Notary Public

