

SUPREME COURT OF APPEALS OF WEST VIRGINIA

State of West Virginia ex rel. Troy Group v. David J. Sims and Nakita Willis

No. 20-0007 · No. No. 20-0007 · Decided November 24, 2020

SUMMARY

This is a dissenting opinion in a West Virginia Supreme Court of Appeals case concerning whether an employer authenticated an alleged arbitration agreement bearing an employee's signature. The dissent argues that, under Rules 104(a) and 901(a) of the West Virginia Rules of Evidence, the party seeking to enforce the agreement had the burden to establish its authenticity and that the circuit court properly found the evidence insufficient. It further contends that the majority improperly reweighed factual evidence and shifted the authentication burden to the employee.

CASE DETAILS

COURT	Supreme Court of Appeals of West Virginia
WRITING FOR THE COURT	Hutchison, Justice
JURISDICTION	West Virginia
DECIDED	November 24, 2020
DOCKET	No. 20-0007
DISPOSITION	writ_granted
PROCEDURAL POSTURE	The defendants petitioned the Supreme Court of Appeals of West Virginia for a writ of prohibition after the circuit court refused to compel arbitration because the defendants had not sufficiently authenticated the purported arbitration agreement.
STANDARD OF REVIEW	A trial court's evidentiary ruling is reviewed for abuse of discretion, and factual findings may not be overturned unless clearly erroneous. The dissent also emphasized that appellate courts may not substitute their assessment of the evidence for a plausible circuit-court finding.
PRECEDENTIAL VALUE	dissenting opinion; nonbinding
PARTIES	State of West Virginia ex rel. Troy Group, et al. v. David J. Sims, et al., Nakita Willis

TOPICS

authentication

evidence

appellate procedure

standard of review

contracts

PRACTICE AREAS

evidence

arbitration

employment law

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contracts

QUESTIONS PRESENTED

1. Whether the party seeking to enforce a disputed arbitration agreement bears the burden of authenticating the agreement and the purported signature by a preponderance of the evidence.
2. Whether a trial court may consider surrounding circumstances under West Virginia Rule of Evidence 104(a) when determining whether a disputed arbitration document is admissible and authentic.
3. Whether the Supreme Court improperly displaced the circuit court's factual findings and evidentiary assessment in granting a writ of prohibition.

HOLDINGS

1. The dissent would hold that when a plaintiff disputes the authenticity of an arbitration agreement and signature, the defendant offering the agreement bears the burden of proving by a preponderance of the evidence that the document and signature are authentic before the agreement may be considered to establish a contract.
2. The dissent would hold that the Supreme Court should not grant extraordinary relief by reweighing the evidence and replacing a plausible circuit-court finding that the arbitration agreement was unauthenticated.

KEY QUOTATIONS

“The rule is simple and clear: if someone wants to introduce a piece of evidence for consideration, they first have to show the judge proof that the evidence is genuine.” (at 1)

“Authenticity is a prerequisite to admissibility and consideration.” (at 12)

“On this record, the circuit court was clearly within its discretion to find that the defendants had failed to produce a preponderance of evidence showing that the document was, in fact, what they claimed it was: a written arbitration agreement signed by the plaintiff.” (at 13)

“Stated simply, the majority opinion chose one set of facts over the other to overturn the circuit court’s findings apparently to justify reversing the circuit court.” (at 16)

FACTUAL BACKGROUND

The defendants sought to compel Willis to arbitrate an employment-discrimination action based on a purported 2004 arbitration agreement. Willis denied signing the agreement and submitted affidavits challenging the authenticity of both the document and the signature. Discovery revealed substantial irregularities in other purported 2004 and 2005 agreements, including questionable human-resources signatures, inconsistent execution practices, and an agreement produced in 2019 that had not appeared in an employee file requested in 2018. The

circuit court concluded that the defendants had not authenticated the agreement or established that a contract to arbitrate existed.

PROCEDURAL HISTORY

Nakita Willis sued her former employer, TROY Group, and related defendants for alleged discrimination. The defendants answered and moved to compel arbitration based on a purported 2004 arbitration agreement bearing Willis's signature. After discovery concerning authenticity, the circuit court found significant factual problems and ruled that the defendants had failed to establish the existence of an actual agreement. The defendants sought a writ of prohibition, which the majority granted; Justice Hutchison dissented.

DISPOSITION

writ_granted

CASES CITED

- Parsons v. Halliburton Energy Servs., Inc., 237 W. Va. 138, 785 S.E.2d 844 (2016)
- Gentry v. Mangum, 195 W. Va. 512, 466 S.E.2d 171 (1995)
- Ruiz v. Moss Brothers Auto Group, 181 Cal. Rptr. 3d 781 (Cal. App. 2014)
- Fabian v. Renovate America, Inc., 255 Cal. Rptr. 3d 695 (Cal. App. 2019)
- ACRS, Inc. v. Blue Cross & Blue Shield of Minnesota, 722 N.E.2d 1040 (Ohio App. 1998)
- McGuinea v. Ganley Nissan, Inc., 2005-Ohio-6239
- Wright v. Hernandez, 469 S.W.3d 744 (Tex. App. 2015)
- United Rentals, Inc. v. Smith, 445 S.W.3d 808 (Tex. App. 2014)
- Mountaineer Fire & Rescue Equip. v. City National Bank, No. 18-0984 (W. Va. Nov. 20, 2020)
- In Interest of Tiffany Marie S., 196 W. Va. 223, 470 S.E.2d 177 (1996)
- State v. Huffman, 141 W. Va. 55, 87 S.E.2d 541 (1955)