

COURT OF APPEALS OF ARKANSAS

Royal Ridge Construction, LLC v. Jo Lynn Spradlin

2026 Ark. App. 29 · No. CV-24-556 · Decided January 14, 2026

SUMMARY

The Arkansas Court of Appeals affirmed the denial of Royal Ridge Construction, LLC's motion to compel arbitration in Jo Lynn Spradlin's construction dispute. The court held that Royal Ridge failed to establish mutual assent to the arbitration provision because, although the contract contained a separate arbitration signature block, Royal Ridge had not signed it. The court concluded that no valid arbitration agreement was proven under Arkansas contract law.

CASE DETAILS

COURT	Court of Appeals of Arkansas
WRITING FOR THE COURT	N. Mark Klappenbach, Chief Judge; Gladwin, J.; Harrison, J.; Hixson, J.; Murphy, J.; Brown, J.
JURISDICTION	Arkansas Court of Appeals
DECIDED	January 14, 2026
DOCKET	CV-24-556
DISPOSITION	affirmed
PROCEDURAL POSTURE	Royal Ridge Construction, LLC appealed the Sebastian County Circuit Court's denial of its motion to compel arbitration in Spradlin's construction lawsuit.
STANDARD OF REVIEW	The denial of a motion to compel arbitration is reviewed de novo on the record. The appellate court independently reviews the circuit court's decision but accepts it as correct absent a showing that the circuit court erred in its interpretation of the law.
PRECEDENTIAL VALUE	published
PARTIES	Royal Ridge Construction, LLC v. Jo Lynn Spradlin

TOPICS

- arbitration
- mutual assent
- contract formation
- construction law
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the parties formed a valid agreement to arbitrate when the construction contract's arbitration provision had separate signature lines for both parties but only the homeowner signed.
2. Whether the circuit court properly denied Royal Ridge's motion to compel arbitration for lack of mutual assent.

HOLDINGS

1. No. Royal Ridge failed to prove mutual assent to the arbitration provision because it did not manifest assent to the provision containing separate signature lines for both parties.
2. No. Because Royal Ridge did not establish a valid arbitration agreement, it could not compel arbitration, and the denial of its motion was affirmed.

KEY QUOTATIONS

“Royal Ridge did not, however, manifest its assent to the arbitration provision, the only provision embedded within the contract that had signature lines for both parties.” (at 3)

FACTUAL BACKGROUND

In December 2020, Jo Lynn Spradlin signed a contract drafted by Royal Ridge Construction, LLC for construction of a home in Fort Smith. The contract contained an arbitration provision with separate signature lines for the owner and contractor, but only Spradlin signed those lines and the contract's general signature block. After construction problems, Spradlin initially pursued arbitration but withdrew when Royal Ridge could not produce a contract signed by the company. Royal Ridge's owner testified that the company typically signed such contracts but that no signed copy could be found.

PROCEDURAL HISTORY

Spradlin signed a construction contract drafted by Royal Ridge and initially initiated arbitration after becoming dissatisfied with the construction. She withdrew from arbitration after Royal Ridge could not produce a contract signed by the company and then filed suit in circuit court. Royal Ridge moved to compel arbitration; after an evidentiary hearing, the circuit court denied the motion, finding no mutual assent to the arbitration provision. The Arkansas Court of Appeals affirmed in a substituted opinion issued on denial of rehearing.

DISPOSITION

affirmed

CASES CITED

- Heather Manor Care Ctr., Inc. v. Marshall by Ellis, 2024 Ark. App. 596, 704 S.W.3d 134
- Pine Hills Health & Rehab., LLC v. Matthews, 2014 Ark. 109, 431 S.W.3d 910

- STAP, Inc. v. Sutterfield, 2020 Ark. App. 18, 592 S.W.3d 249

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