

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

OPINION

PER CURIAM.

Cite as 2026 Ark. App. 29 ARKANSAS COURT OF APPEALS DIVISIONS II & III No. CV-24-556 ROYAL RIDGE CONSTRUCTION, Opinion Delivered January 14, 2026 LLC APPELLANT APPEAL FROM THE SEBASTIAN COUNTY CIRCUIT COURT, FORT V. SMITH DISTRICT [NO. 66FCV-24-398] JO LYNN SPRADLIN HONORABLE GREG MAGNESS, JUDGE APPELLEE SUBSTITUTED OPINION ON DENIAL OF REHEARING; AFFIRMED N. MARK KLAPPENBACH, Chief Judge Royal Ridge Construction, LLC, appeals the circuit court order denying its motion to compel arbitration in a lawsuit filed by Jo Lynn Spradlin.

We affirm. In December 2020, Spradlin signed a contract for Royal Ridge to construct a home in Fort Smith. The contract, drafted by Royal Ridge, has nine pages with a total of twenty- one paragraphs that include provisions for the scope of the work, the compensation, cancellation and work-suspension rights, the commencement (January 2021) and completion (October 2021) dates, insurance and risk of loss, and site visits, among other topics.

Paragraph sixteen on page seven is titled “Mediation and Arbitration – Small Claims.” It provides that either party may request mediation or pursue a small claims action; if those two methods of dispute resolution do not work, then the final alternative is to pursue mandatory arbitration. Paragraph sixteen has its own internal signature lines for both parties: THIS ARBITRATION CLAUSE WAS SEEN AND AGREED TO: _____
(Owner) (Owner) (Contractor) Only Spradlin signed this paragraph’s signature lines.

The nineteenth paragraph is titled “Severability,” and it recites that if any provision of the contract is determined by a court to be invalid or unenforceable, then the remainder of the contract will remain in full force and effect.

On page nine, there are signature and date lines for both partes: SEEN AND AGREED TO:

By _____ Owner Date Signature Title Only
Spradlin signed and dated it. Ultimately, Spradlin was dissatisfied with Royal Ridge’s construction. Spradlin initiated arbitration, and the parties had an initial arbitration conference call in February 2024.

Spradlin withdrew from arbitration when Royal Ridge could not produce a contract that it signed. In April 2024, Spradlin filed a lawsuit in circuit court. She appended the contract she signed. Royal Ridge filed a motion to compel arbitration. At the hearing on the motion, Jonathan Griffin (an owner of Royal Ridge) testified that the company would 2 typically sign the contract and he would be surprised if it had not, but a signed copy could not be found.

Griffin said Royal Ridge had never before tried to enforce arbitration under a contract like this. Spradlin testified that she began with arbitration because she had signed the contract, but when she realized that Royal Ridge had not signed the contract, she pursued the lawsuit.

The circuit court denied the motion to arbitrate, focusing on whether there was mutual agreement and assent. The circuit court found it significant that there was a separate signature block for paragraph sixteen within the construction contract. Absent mutual assent, Royal Ridge could not demand arbitration nor would the court compel it. This appeal followed.

An order denying a motion to compel arbitration is immediately appealable. Ark. R. App. P.–Civ. 2(a)(12) (2025). We review a circuit court’s denial of a motion to compel arbitration de novo on the record. *Heather Manor Care Ctr., Inc. v. Marshall by Ellis*, 2024 Ark. App. 596, 704 S.W.3d 134. While we are not bound by the circuit court’s decision, in the absence of a showing that the circuit court erred in its interpretation of the law, we will accept its decision as correct on appeal.

Id. When a court is asked to compel arbitration, it is limited to deciding two threshold questions: (1) whether there is a valid agreement to arbitrate between the parties and, (2) if such an agreement exists, whether the dispute falls within its scope. *Id.* Was there a valid arbitration agreement between the parties?

The parties agree that this is the dispositive issue. We look to state contract law to determine whether the parties’ agreement is valid. *Id.* In Arkansas, the essential elements for an enforceable arbitration agreement are (1) competent parties, (2) subject matter, (3) legal consideration, (4) mutual agreement, and (5) mutual obligation. *Id.* Royal Ridge, as the proponent of the arbitration agreement, has the burden of proving these essential elements.

Id. The reviewing court employs an objective test for determining mutual assent, looking for objective indicators of agreement and not subjective opinions. *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. This construction contract, drafted by Royal Ridge, contains the paragraph on arbitration that has its own signature lines for both parties.

What would be the purpose of the signature lines related solely to the arbitration provision if not to manifest mutual assent to arbitration? The construction contract also contains a severability clause that provides that if any paragraph’s provisions are deemed invalid, then the remainder of the contract provisions remain in effect. Royal Ridge agreed to construct the house for Spradlin and was paid for its services.

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. Royal Ridge fails to convince us that the circuit court committed reversible error. Affirmed. GLADWIN, HARRISON,

HIXSON, MURPHY, and BROWN, JJ., agree. Bradley D. Hull, for appellant. Robertson, Beasley, Shipley & Robinson, PLLC, by: Christopher J. Hooks, for appellee.