

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
MISSOURI, EASTERN DIVISION

Lindsey-Evans v. NRRM, LLC

Lindsey-Evans · No. 4:25-CV-363-ZMB · Decided March 6, 2026

SUMMARY

The United States District Court for the Eastern District of Missouri grants Defendants’ motion to compel arbitration in a putative class action involving vehicle service contracts sold by CarShield and administered by American Auto Shield. The Court concludes that the plaintiffs are bound by the arbitration provisions despite not personally signing the contracts and rejects their arguments that the provisions were after-the-fact modifications or unconscionable under North Carolina and Illinois law. The Court orders arbitration and stays the proceedings pending its completion.

CASE DETAILS

COURT	United States District Court for the Eastern District of Missouri, Eastern Division
WRITING FOR THE COURT	Zachary M. Bluestone
JURISDICTION	United States District Court for the Eastern District of Missouri
DECIDED	March 6, 2026
DOCKET	4:25-CV-363-ZMB
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs brought a putative class action alleging that defendants failed to honor vehicle service contracts. Defendants moved to compel arbitration and to strike the class allegations and jury demand. The court granted the motion to compel arbitration and stayed the proceedings.
STANDARD OF REVIEW	A motion to compel arbitration must be granted when a valid arbitration clause exists and encompasses the parties' dispute. The party seeking arbitration bears the burden of proving a valid agreement; once such an agreement is shown, the resisting party bears the burden of demonstrating invalidity. When evidence outside the pleadings is considered, the motion is treated akin to summary judgment and the record is viewed in the light most favorable to the nonmovant.

PRECEDENTIAL VALUE	unpublished district court memorandum and order; persuasive only
PARTIES	April Lindsey-Evans, Brenna Sebek, Kevin Sheehan, putative class members v. NRRM, LLC, doing business as CarShield, LLC, American Auto Shield, LLC

TOPICS

arbitration contracts unconscionability civil procedure

PRACTICE AREAS

arbitration contract law civil procedure consumer protection

QUESTIONS PRESENTED

1. Whether the arbitration provisions in the vehicle service contracts were valid and enforceable even though the named plaintiffs did not personally sign the written contracts.
2. Whether the arbitration provisions were impermissible after-the-fact modifications of prior oral agreements.
3. Whether the arbitration provisions were procedurally or substantively unconscionable under North Carolina and Illinois law.
4. Whether the proceedings should be stayed after compelling arbitration.

HOLDINGS

1. The named plaintiffs were bound by the arbitration provisions because they authorized sales representatives to sign the vehicle service contracts on their behalf, received the contract terms, and manifested assent through their conduct. A personal signature was not required for the arbitration agreements to be enforceable.
2. The arbitration provisions were part of the parties' contracts and were not impermissible after-the-fact modifications.
3. The plaintiffs failed to establish either procedural and substantive unconscionability as required under North Carolina law; the arbitration provisions were therefore enforceable.
4. The plaintiffs failed to establish procedural or substantive unconscionability under Illinois law; the arbitration provisions were enforceable.
5. The court stayed all proceedings pending completion of arbitration.

KEY QUOTATIONS

“Accordingly, the Court GRANTS Defendant NRRM’s [11] Motion to Compel Arbitration and STAYS all proceedings until the arbitration is completed.” (Conclusion)

“The Court finds this reasoning persuasive and holds that the named Plaintiffs accepted the terms of the contract, including the arbitration clause.” (Discussion, Part I)

FACTUAL BACKGROUND

American Auto Shield administers vehicle service contracts sold by NRRM, doing business as CarShield. The named plaintiffs purchased the contracts by telephone and authorized sales representatives to sign on their behalf; the contracts contained materially similar arbitration provisions, class-action waivers, and jury-trial waivers. Plaintiffs received electronic or physical copies of the contracts, had a one-month period to cancel for a full refund, and continued making payments or using contract services before ceasing performance. Plaintiffs alleged that defendants failed to honor the vehicle service contracts and argued that the arbitration provisions were invalid after-the-fact modifications and unconscionable.

PROCEDURAL HISTORY

Plaintiffs filed this action in March 2025. Defendants moved to compel arbitration and to strike, and later submitted authenticated vehicle service contracts, declarations, sales-call transcripts, and other supporting evidence. After the supplemental materials were filed, plaintiffs did not continue to challenge the authenticity of the contracts and did not dispute that the arbitration provisions encompassed their claims.

DISPOSITION

other

CASES CITED

- Lenz v. Yellow Transportation, Inc., 431 F.3d 348, 351 (8th Cir. 2005)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1, 24 (1983)
- M.A. Mortenson Co. v. Saunders Concrete Co., 676 F.3d 1153, 1156-57 (8th Cir. 2012)
- Ballou v. Asset Marketing Services, 46 F.4th 844, 851 (8th Cir. 2022)
- H&T Fair Hills, Ltd. v. Alliance Pipeline L.P., 76 F.4th 1093, 1099 (8th Cir. 2023)
- Zean v. Fairview Health Services, 858 F.3d 520, 526 (8th Cir. 2017)
- Duncan v. International Markets Live, 20 F.4th 400, 403 (8th Cir. 2021)
- Kornegay v. Aspen Asset Group, 693 S.E.2d 723, 730 (N.C. Ct. App. 2010)
- Burkross v. Thompson, 2015 WL 6514914, at *7 (Ill. App. Ct. 2015)
- Howard v. Oakwood Homes Corp., 516 S.E.2d 879, 882 (N.C. Ct. App. 1999)
- Landmark Properties, Inc. v. Architects International-Chicago, 526 N.E.2d 603, 606 (Ill. App. Ct. 1988)
- Hill v. Gateway 2000, Inc., 105 F.3d 1147, 1147-49 (7th Cir. 1997)
- Tillman v. Commercial Credit Loans, 655 S.E.2d 362, 367, 369-70 (N.C. 2008)
- Raper v. Oliver House, LLC, 637 S.E.2d 551, 556 (N.C. 2006)
- Westmoreland v. High Point Healthcare Inc., 721 S.E.2d 712, 722 (N.C. Ct. App. 2012)
- Cooper v. Endurance Dealer Services, 2025 WL 3281681 (N.D. Ill. Nov. 25, 2025)

- Supak & Sons Manufacturing Co. v. Pervel Industries, 463 F. Supp. 177, 179 n.1 (E.D.N.C. 1978)
- Zuniga v. Major League Baseball, 196 N.E.3d 12, 20, 26 (Ill. App. Ct. 2021)
- Kinkel v. Cingular Wireless LLC, 857 N.E.2d 250, 264 (Ill. 2006)
- Sherrier v. Alliant Credit Union, 2022 WL 4592630, at *14 (Ill. App. Ct. 2022)
- J & K Cement Construction v. Montalbano Builders, 456 N.E.2d 889, 902 (Ill. App. Ct. 1983)

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