

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

<b>AARICKA SWANSON,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>Case No. 19-00788-CV-W-GAF</b>
	)	
<b>H&amp;R BLOCK, INC., et al,</b>	)	
	)	
<b>Defendants.</b>	)	

**ORDER**

Now before the Court is Defendants H & R Block, Inc., H & R Block Tax Group, Inc., and HRB Digital, LLC’s (collectively “H & R Block” or “Defendants”) Motion to Enforce Order and Compel Arbitration. (Doc. # 41). Plaintiff Aaricka Swanson (“Plaintiff”) opposes. (Docs. # 47). After due consideration of briefing submitted by the parties, and for good cause shown, Defendants’ Motion is GRANTED.

**DISCUSSION**

The present lawsuit arises from an alleged scheme perpetrated by H & R Block to deceive low-income tax-payers who are eligible to receive free tax preparation and filing services under the United States Internal Revenue Service’s (“IRS”) Free File Program by diverting those taxpayers to paid tax-filing products. (Doc. # 1 (“Complaint”), ¶ 1)). In connection with the alleged deception, Plaintiff asserted five claims on behalf of herself, a proposed Nationwide Class, and a California Subclass alleging violations of the California Consumer Legal Remedies Act (“CLRA”) (Count I), violations of the California Unfair Competition Law (“UCL”) (Count II), violations of the California False Advertising Law (“FAL”) (Count III), Breach of Contract (Count IV), and Fraud (Count V). (*Id.*). (Complaint, ¶ 13). Shortly after the filing the of Plaintiff’s Complaint

with this Court, Defendants moved to compel all claims to individual arbitration and stay litigation of the matter pursuant to the terms of an Arbitration Agreement that was electronically accepted by Plaintiff as part of a larger container contract (i.e. Online Services Agreement). (Doc. # 18; Doc. # 40, p. 10).

In an Order issued July 27, 2020, the Court determined the Arbitration Agreement was enforceable and compelled all five of Plaintiffs claims to individualized arbitration and stayed the litigation pending completion of that process. (Doc. # 40, pp. 16-17). Plaintiff subsequently submitted only her fraud claim (Count V) to arbitration, resulting in Defendants' pending motion to enforce the Court's July 27, 2020 Order. (Doc. # 41; Doc. # 42-1, ¶ 49). In opposing the pending motion, Plaintiff argues submission of all claims is unnecessary because the arbiter could find that the container contract was induced by fraud, thereby rendering the attendant Arbitration Agreement unenforceable and terminating the arbiter's jurisdiction. (Doc. # 47, pp. 1-2). Plaintiff's logic is circular.

The Court dedicated several pages of its July 27, 2020 Order to explaining why the Arbitration Agreement is severable from the container contract and therefore not "saved" from enforcement under the FAA. (Doc. # 40, pp. 5-9). The Court spent the remainder of the Order explaining why the Arbitration Agreement is valid and enforceable on its own terms. (*Id.* at pp. 10-17). These arguments and applicable law have been faithfully restated by Defendants in the pending motion and ancillary briefing (Docs. ## 41, 42, 48) and the Court sees no reason to belabor the point by replicating them here. Accordingly, Defendants' Motion to Enforce is GRANTED.

The Court compels the parties to arbitrate **all claims** in accordance with the terms of the Arbitration Agreement and the Court's July 27, 2020 Order. The stay was lifted for the limited purpose of ruling this motion. However, the stay shall be reinstated upon entry of this Order. The

parties shall file a notice with the Court within ten days of the completion of arbitration. If arbitration is not completed by July 27, 2021, the parties shall jointly file a status report on that date setting forth the status of the matter.

**IT IS SO ORDERED.**

s/ Gary A. Fenner  
GARY A. FENNER, JUDGE  
UNITED STATES DISTRICT COURT

DATED: February 10, 2021