

IN THE SUPREME COURT OF MISSISSIPPI

NO. 2002-CA-02009-SCT

***PRE-PAID LEGAL SERVICES, INC., HARLAN C.
STONECIPHER, BROOKS WERKHEISER, DYRE
LAW FIRM, PLLC AND ARNOLD D. DYRE***

v.

JOAN BROWNLOW, ET AL.

DATE OF JUDGMENT:	10/31/2002
TRIAL JUDGE:	HON. MARGARET CAREY-McCRA Y
COURT FROM WHICH APPEALED:	LEFLORE COUNTY CIRCUIT COURT
ATTORNEYS FOR APPELLANTS:	RICHARD L. JONES ROBERT L. GIBBS ANNE CLARKE SANDERS ANDREA LA'VERNE FORD EDNEY TESELYN AFRIQUE MELTON BRIAN CRAIG KIMBALL JOHN BENTON CLARK ERNEST G. TAYLOR SHANDA L. LEWIS C. MICHAEL ELLINGBURG
ATTORNEYS FOR APPELLEES:	J. BRAD PIGOTT J. DOUGLAS MINOR BARRY W. GILMER
NATURE OF THE CASE:	CIVIL - CONTRACT
DISPOSITION:	AFFIRMED AND REMANDED - 06/10/2004
MOTION FOR REHEARING FILED:	
MANDATE ISSUED:	

BEFORE WALLER, P.J., EASLEY AND DICKINSON, JJ.

WALLER, PRESIDING JUSTICE, FOR THE COURT:

¶1. For the reasons stated in *Pre-Paid Legal Services, Inc. v. Battle*, 2004 WL 636292 (Miss. 2004), we affirm the trial court's grant of partial summary judgment and declaratory judgment finding that the plaintiffs' claims are not subject to arbitration. In *Battle*, we determined that there was not a valid, binding arbitration agreement contained in the pre-paid legal expense agreement. We find that an average citizen would not realize that he or she is giving up his or her right to a trial by jury under the broad, general language contained in the pre-paid legal expense agreement. Therefore, we affirm the trial court's judgment and remand this case for further proceedings consistent with this opinion.

¶2. **AFFIRMED AND REMANDED.**

SMITH, C.J., EASLEY, CARLSON, GRAVES AND DICKINSON, JJ., CONCUR. COBB, P.J., DISSENTS WITHOUT SEPARATE WRITTEN OPINION. DIAZ AND RANDOLPH, JJ., NOT PARTICIPATING.