



IN THE  
**COURT OF APPEALS**  
STATE OF ARIZONA  
DIVISION ONE

DIVISION ONE  
FILED: 01/08/2026  
MATTHEW J. MARTIN,  
CLERK  
BY: MEW

SDB PARTNERS HOLDCO, LLC, a ) Court of Appeals  
Delaware limited liability ) Division One  
company; SDB HOLDCO, LLC, a ) No. 1 CA-SA 25-0314  
Delaware limited liability )  
company; SDB MTG WEST PARTNERS, ) Maricopa County  
LLC, a Texas limited liability ) Superior Court  
company; AZ SPECIALTY DENTAL ) No. CV2025-023497  
SERVICES, LLC, an Arizona )  
limited liability company, )  
)  
Petitioners, )  
)  
v. )  
)  
BROWN HARRIS, )  
)  
Respondent. )  
)

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**ORDER GRANTING JURISDICTION AND RELIEF AND DENYING ORAL ARGUMENT**

The Court, Acting Presiding Judge Michael J. Brown, Judge Andrew J. Becke, and Chief Judge Randall M. Howe, has considered the petition for special action, response, reply, and request for oral argument.

Respondent sold his oral surgery business to Petitioners pursuant to three interlocking agreements, the Asset Purchase and Contribution Agreement ("APCA"), Employment Agreement ("EA"), and LLC Agreement. He then sued, seeking a declaration clarifying various provisions of those agreements, claiming several of them were "inconsistent and unenforceable." Petitioners moved to compel

mediation and arbitration. The court ordered mediation of all three agreements as a preliminary step. The court also ordered that, if mediation were to fail, arbitration of the LLC agreement would be compelled but declined to compel arbitration of the APCA or the EA.

Petitioners seek special action relief claiming that the superior court erred in refusing to compel arbitration of the APCA or EA. They argue that the court should have referred the matter to arbitration to determine the arbitrability of the agreements "because the parties had agreed to delegate questions of arbitrability to the arbitrator." Alternatively, Petitioners also argue that even if the court *could* decide arbitrability, it should have compelled arbitration as to all three agreements, not solely the LLC Agreement.

During the pendency of this special action the parties confirmed that they attempted mediation and failed to reach a resolution. Accordingly, this Court addresses only the arbitration rulings.

Special action jurisdiction is appropriate here because the Federal Arbitration Act ("FAA") governs these agreements and thus Petitioners have no equally plain, speedy, and adequate remedy by appeal. *See Sec. Alarm Fin. Enters., L.P. v. Fuller*, 242 Ariz. 512, 515 ¶¶ 5-8 (App. 2017) (holding that this Court lacks jurisdiction to hear direct appeals on claims governed by the FAA

but may accept special action jurisdiction); see also Ariz R.P. Spec. Act. 12(a) (“In accepting or declining jurisdiction, the court is determining whether remedy by appeal is equally plain, speedy, and adequate.”). We interpret contract provisions “according to their plain and ordinary meaning” and avoid interpretations that render contract terms superfluous. *Terrell v. Torres*, 248 Ariz. 47, 49-50 ¶ 14 (2020) (citation omitted).

The APCA has no explicit arbitration clause. However, agreements lacking arbitration clauses may be subject to arbitration clauses of related contracts. See *Sun Valley Ranch 308 Ltd. P’ship ex rel. Englewood Props., Inc. v. Robson*, 231 Ariz. 287, 292-93 ¶¶ 14-17 (App. 2012). The LLC Agreement requires arbitration of “claims or controversies directly or indirectly based upon or arising out of this Agreement or the Relevant Agreements and Documents.” As a “contribution agreement” the APCA is such a “Relevant Agreement[] and Document[]” based on the plain language of the LLC Agreement. Thus, although Petitioners do not seek review of the superior court’s grant of arbitration as to the LLC Agreement, its broad arbitration provision should nonetheless apply to the APCA. See *id.* The superior court erred in determining the APCA was not arbitrable.

The EA also includes an arbitration clause. That clause provides that, should mediation attempts fail, as they have here, “the Parties agree to submit their dispute to arbitration in

accordance with the commercial rules of the AAA.” Similarly, the LLC Agreement provides that should mediation attempts fail “the parties agree to submit the Dispute to arbitration in accordance with the commercial rules of the AAA.” The two provisions are harmonious and do not create superfluous clauses. See *Terrell*, 248 Ariz. at 50 ¶ 14. Further, according to the plain language of the LLC Agreement, the EA is a “Relevant Agreement[] and Document[]” within the LLC Agreement’s arbitration clause. See *id.* Thus, the trial court erred in determining the EA was not arbitrable.

Under both relevant arbitration clauses, the parties must adhere to the American Arbitration Association’s (“AAA”) Commercial Rules. AAA Commercial Rule 7(a) provides that “[t]he arbitrator shall have the power to rule on his or her own jurisdiction, including . . . the arbitrability of any claim or counterclaim, without any need to refer such matters first to a court.” Thus, the parties agreed to allow the arbitrator to determine matters of arbitrability. See *Brake Masters Sys., Inc. v. Gabbay*, 206 Ariz. 360, 367 ¶ 20 (App. 2003) (“By incorporating the AAA rules into the agreement, [the parties] clearly and unmistakably agreed that the arbitrator would primarily decide the arbitrability of the issues.”); see also *Oracle Am., Inc. v. Myriad Grp. A.G.*, 724 F.3d 1069, 1074 (9th Cir. 2013) (“Virtually every circuit to have considered the issue has determined that incorporation of the American Arbitration Association’s (AAA)

arbitration rules constitutes clear and unmistakable evidence that the parties agreed to arbitrate arbitrability.”). The superior court erred in determining arbitrability of the APCA and EA.

**IT IS ORDERED** accepting jurisdiction of the petition for special action and granting relief.

**IT IS FURTHER ORDERED** reversing the superior court’s order as it relates to the arbitrability of the APCA and EA and directing the court to refer the underlying matter to arbitration.

**IT IS FURTHER ORDERED** denying the motion for oral argument.

/s/  
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Randall M. Howe,  
Chief Judge

A copy of the foregoing  
was sent to:

Scott W Rodgers  
Kristin L Windtberg  
John S. Bullock  
Ben J Himmelstein  
Erik Daniel Smith  
Hon Christopher A Coury