



§ 16(b)(3). We agree with Baumgartner that the proceeding below was an embedded proceeding, as the City sought "relief other than an order . . . prohibiting arbitration." See Gammaro v. Thorp Consumer Discount Co., 15 F.3d 93, 95 (8th Cir. 1994).

We note that the City will be able to obtain appellate review of the district court's determination of the contract's validity once the arbitration is final. See id. at 96 (although court lacked jurisdiction to review interlocutory appeal regarding alleged unconscionability of arbitration clause, claim could be reviewed on merits in circuit court following petition to enforce or vacate arbitrator's award).

Accordingly, we dismiss the City's appeal.

A true copy.

Attest:

CLERK, U.S. COURT OF APPEALS, EIGHTH CIRCUIT.