



SUPREME COURT OF MISSOURI
en banc

DIANA MAUNE, as Personal
Representative of the Estate of
Neil J. Maune,

Respondent,

v.

MARCUS RAICHLE, JR. and THE
MAUNE RAICHLE LAW FIRM,

Appellants.

Opinion issued November 4, 2025

No. SC100942

APPEAL FROM THE CIRCUIT COURT OF ST. LOUIS COUNTY

The Honorable Kristine Kerr, Judge

Marcus Raichle and the Maune Raichle Law Firm appeal the circuit court’s decision overruling their motion to compel arbitration of claims brought by Diana Maune as personal representative of the Estate of Neil J. Maune (“Estate”). The decision of the circuit court is vacated, and the case is remanded for the circuit court to sustain the motion to compel arbitration.

Background

Neil Maune (“Maune”) and Marcus Raichle (“Raichle”) formed the Maune Raichle Law Firm (“MR Law”) as a general partnership.¹ There was no written partnership agreement or other written agreement governing their business association. In August 2009, MR Law took out two renewable term life insurance policies, one for Maune and one for Raichle. Both policies had an initial death benefit of \$10 million, and MR Law was designated as the owner and beneficiary of both policies.

In January 2011, Maune, Raichle, and three other individuals created the law firm of Raichle Hartley French & Mudd, LLC (“MRHFM”), and all five individuals signed the operating agreement (“OA”) governing MRHFM. Section 11.15 of that OA contains an arbitration agreement in which these individuals agreed to arbitrate any disputes arising from or relating to the OA.² This arbitration agreement incorporated the American Arbitration Association’s (“AAA”) commercial arbitration rules, and these

¹ The parties agree MR Law is a general partnership. “A ‘partnership’ is an association of two or more persons to carry on as co-owners a business for profit” § 358.060, RSMo 2016 (emphasis added). Maune and Raichle associated as co-owners to carry on a law practice for profit. The name “The Maune Raichle Law Firm” is merely a fictitious name by which their association is known and does business. § 358.065, RSMo 2016. As explained below, it is not a legal entity separate and distinct from its partners.

² The arbitration agreement in the OA states, in relevant part:

11.15 Arbitration. Except as set forth in Sections 8.2(b) and 11.13 or this Section 11.15, ***all claims arising out of or related to this Agreement, or a breach hereof***, that are not otherwise resolved by the parties by negotiation or voluntary mediation shall be settled by binding arbitration in accordance with the procedures set forth in this Section 11.15. All arbitrations will be conducted in St. Louis County, Missouri, or at another location mutually approved by such parties, ***pursuant to the AAA Rules***, by one arbitrator....

(Emphasis added).

rules contain a delegation clause providing disputes over the scope or applicability of the arbitration agreement in the OA will be decided by the arbitrator.³ All five individuals signed the OA twice, once under the heading “Managers (individually and on behalf of the Company)” and, again, under the heading “Members (individually and on behalf of the Company).”

After the creation of MRHFM, MR Law continued to exist as a general partnership but took on no new clients. MR Law’s existing clients were represented by MRHFM, which also took over the premium payments for the life insurance policies concerning Maune and Raichle. Raichle’s policy was amended to name MRHFM as the beneficiary. For reasons unexplained, Maune’s policy was never changed and continued to name MR Law as the beneficiary.

Following Maune’s death on July 16, 2023, the death benefit from his life insurance policy was paid to MR Law, the designated beneficiary. On January 29, 2024, the Estate filed the present lawsuit against MR Law and Raichle, MR Law’s sole remaining partner. The Estate’s petition centers around MR Law’s receipt and retention of the \$10 million death benefit from Maune’s policy. The Estate claims the proceeds should have been paid to MRHFM because MRHFM had been paying the premiums for

³ This delegation provision in the AAA rules provides:

The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the *existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim*, without any need to refer such matters first to a court.

AAA Commercial Rule R-7(a) (emphasis added).

that policy for more than a decade. The Estate maintains that, if the death benefit had been paid to MRHFM, the OA requires those funds be used to pay the Estate the value of Maune's ownership interest in MRHFM. But, because those proceeds were paid to MR Law and not to MRHFM, the Estate alleges MRHFM has taken the position the death benefit is "not available" and, according to the OA, the Estate will receive no more than \$1 million.

The Estate's petition asserts the following claims: (1) Raichle and MR Law wrongfully denied the Estate access to MR Law's books and records;⁴ (2) Raichle and MR Law have tortuously interfered with the Estate's contractual rights under the OA; (3) Raichle and MR Law have tortuously interfered with the Estate's valid business expectancy under the OA; (4) Raichle and MR Law's failure to turn over the insurance proceeds to MRHFM, even though MRHFM (and not MR Law) paid the premiums for Maune's policy, unjustly enriched Raichle and MR Law at the expense of the Estate; and (5) Raichle breached and continues to breach fiduciary duties owed to Maune.

In response to the Estate's petition, defendants MR Law and Raichle moved to stay proceedings in the circuit court and compel arbitration as provided in the OA. The Estate objected. It contended one of the parties to this lawsuit – MR Law – is not bound by (and cannot enforce) the arbitration agreement in the OA because MR Law is not a signatory to the OA. The Estate concedes Maune and Raichle signed the OA but claims they did not do so in their capacities as partners of MR Law. Instead, the Estate contends

⁴ Both parties agree the Estate's claim for access to MR Law's books and records will be decided by the circuit court and is not subject to arbitration.

Maune and Raichle signed the OA only in their capacities as members and managers of MRHFM. Finally, the Estate argues its claims do not fall within the scope of the arbitration agreement in the OA.

The circuit court overruled the motion to compel arbitration, holding “MR Law is not a party” to the OA and “MR Law cannot force [the Estate] into arbitration by relying on a contract to which MR Law is a stranger.” MR Law and Raichle appealed pursuant to section 435.440.⁵ This Court has jurisdiction pursuant to article V, section 10 of the Missouri Constitution.

Analysis

So long as the party seeking to compel arbitration offers competent evidence of a written arbitration agreement purporting to bind the parties to a lawsuit, the question “[w]hether a motion to compel arbitration should have been granted is a question of law, to be decided by this Court *de novo*.”⁶ *Brown v. GoJet Airlines, LLC*, 677 S.W.3d 514,

⁵ All statutory references are to RSMo 2016 unless otherwise indicated.

⁶ A more deferential standard of review applies when the party opposing arbitration denies the factual existence of the arbitration agreement. *Karlin v. UATP Springfield, LLC*, 706 S.W.3d 810, 814 (Mo. banc 2025). This exception, however, extends no further than the facts in *Theroff v. Dollar Tree Stores, Inc.*, 591 S.W.3d 432 (Mo. banc 2020). There, the movant presented a written arbitration agreement purporting to bind the other party, but that party testified she did not sign or authorize the signing of that agreement and, further, she had no knowledge of it. *Id.* at 436-37. The circuit court presumably found her credible and overruled the motion to compel. *Id.* at 439. This Court affirmed, holding the circuit court’s resolution of this threshold factual issue was supported by sufficient evidence. *Id.* In the present case, the Estate concedes Maune and Raichle signed the OA containing the arbitration agreement and raises only legal arguments regarding whom those signatures bind and whether the Estate’s claims fall within the scope of the arbitration agreement. This Court reviews the circuit court’s resolution of such issues *de novo*. *Id.* at 436.

520 (Mo. banc 2023). Motions to compel arbitration generally present two central issues: (1) whether the parties to the lawsuit entered into an enforceable arbitration agreement; and (2) whether the scope of that agreement encompasses the disputes raised in the lawsuit. The parties, however, may agree to arbitrate either or both of these threshold issues by including in the arbitration agreement a delegation provision broad enough to encompass them. *Id.* at 521 (“It is well-settled that ‘parties can agree to arbitrate gateway questions of arbitrability, such as whether the parties have agreed to arbitrate or whether their agreement covers a particular controversy.’” (quoting *Rent-A-Center, W., Inc. v. Jackson*, 561 U.S. 63, 68-69 (2010))).

In such cases, the only question is whether the movant has made a *prima facie* showing of an arbitration agreement that: (i) purports to bind the parties to the lawsuit; and (ii) contains a delegation provision in which the parties agreed to arbitrate threshold questions of arbitrability. If so, the circuit court must sustain the motion to compel unless the party opposing arbitration raises a challenge to the enforceability of the delegation provision in particular. *Karlin*, 706 S.W.3d at 815. Challenges to the enforceability or applicability of the arbitration agreement as a whole will not suffice. *Id.*

If there are disputes as to the scope or validity of the arbitration agreement, the circuit court must resolve those disputes before ruling on the motion unless the arbitration agreement purports to commit such disputes to the arbitrator by way of a delegation clause. If there is such a clause, however, and the nonmoving party does not present a defense specific to the enforcement of that clause, the circuit court must sustain the motion to compel and send both the principal claim and any such threshold claims to arbitration.

Id. at 814 (internal citations omitted).

In the present case, the Estate concedes Maune and Raichle signed the OA containing the arbitration agreement. And, by incorporating the AAA rules, the arbitration agreement in the OA includes a broad delegation provision. *See State ex rel. Pinkerton*, 531 S.W.3d 36, 48 (Mo. banc 2017) (holding that, “[b]y clearly referencing the AAA commercial arbitration rules, the parties expressed their intent to arbitrate any disputes under these rules, including the AAA’s ‘jurisdiction’ rule” providing threshold issues of arbitrability will be decided by the arbitrator), *abrogated on other grounds by Theroff*, 591 S.W.3d at 439. The Estate raises no challenge specific to the enforceability of the delegation provision. Therefore, Raichle and MR Law contend *Karlin* controls, and the circuit court should have sustained the motion to compel and sent questions concerning whether the Estate’s claims fall within the scope of this arbitration agreement to the arbitrator.

The Estate argues *Karlin* does not apply, however, because one of the parties to this lawsuit – MR Law – is not a party to the OA or its arbitration agreement.⁷ As a result, the Estate contends MR Law cannot invoke the arbitration agreement to avoid litigating the Estate’s claims. The Estate argues Maune’s and Raichle’s signatures on the OA are insufficient to bind MR Law because Maune and Raichle did not sign the OA in

⁷ The Estate does not argue it cannot be compelled to arbitrate because the *Estate* did not sign the OA containing the arbitration agreement. Nor does Diane Maune – who brings claims only as the personal representative of Maune’s estate and not on her own behalf – argue she cannot be compelled to arbitrate because *she* did not sign the OA. Her arguments, both in the circuit court and on appeal, assume the Estate is bound by Maune’s signature to the same extent (and with the same effect as) Maune himself was bound prior to his death.

their capacities as general partners of MR Law. Instead, the Estate contends Maune and Raichle signed the OA only in their capacities as “members” and “managers” of MRHFM.

At the heart of the Estate’s arguments is its contention that MR Law is an entity separate and apart from Maune and Raichle and, because all three (or their successors) are parties to this lawsuit, all three must be signatories to the OA and its arbitration agreement. This assertion, however, is simply incorrect. Missouri adheres to the “aggregate theory” of partnerships, i.e., a general partnership has no legal existence separate from its partners. *Naylor Senior Citizens Hous., LP v. Side Const. Co.*, 423 S.W.3d 238, 243 (Mo. banc 2014); *Scott v. Edwards Transp. Co.*, 807 S.W.2d 75, 79 (Mo. banc 1991), *overruled on other grounds by Hampton v. Big Boy Steel Erection*, 121 S.W.3d 220, 223 (Mo. banc 2003). The version of the Uniform Partnership Act adopted in chapter 358, RSMo, did not change this venerable principle. *Kelley v. DeKalb Energy Co.*, 865 S.W.2d 670, 671 (Mo. banc 1993) (“Under Missouri’s version of the Uniform Partnership Act, a partnership is not a legal entity separate from the individual partners.”). As a result, under Missouri law, a general “partnership cannot sue or be sued in the firm name, and ... a judgment rendered for or against the partnership will be reversed on appeal.” *Haney v. Thomson*, 98 S.W.2d 639, 644 (Mo. banc 1936). Rather, each of the partners must be named. *See* 25 Mo. Prac., Business Organization § 5.6(1) (2d ed.) (*citing Snyder Bros. Co. v. Library Landholders, Inc.*, 718 S.W.2d 633, 636 (Mo. App. 1986)).

Because Missouri follows the “aggregate” theory of general partnerships, the Estate improperly named MR Law as a party to this lawsuit, and this error led to MR Law joining Raichle in the motion to compel arbitration. It also led to confusion about whether and how claims involving MR Law are subject to arbitration. Section 358.090.3(5) provides “one or more but less than all the partners [in a general partnership] have no authority to ... [s]ubmit a partnership claim or liability to arbitration or reference.” Conversely, partners can agree to arbitrate partnership claims or liabilities if all of them either sign the arbitration agreement or authorize its signature on their behalf. *Id.* Here, Maune and Raichle were the only partners of MR Law at the time they signed the OA. As a result, Maune’s and Raichle’s signatures were sufficient to bind them (and the Estate as Maune’s successor) to the arbitration agreement in the OA both individually and as all of the general partners of MR Law.⁸

The Estate attempts to avoid this result by arguing Maune and Raichle did not sign the OA in their capacities as general partners of MR Law. This argument, however, like the previous one, proceeds from the mistaken premise that MR Law has some legal existence separate and apart from its partners. It does not. Because MR Law is nothing but an association of individuals for business purposes, its general partners have no

⁸ This Court’s holding that Maune and Raichle (and, therefore, their general partnership) are bound by the arbitration agreement in the OA is an essential threshold determination, but it means little by itself. Rather, it is the scope of the arbitration agreement that matters and, in particular, whether the arbitration agreement encompasses the Estate’s claims against Raichle individually and as the sole surviving partner of MR Law. As explained below, however, the parties agreed questions concerning the scope of the arbitration agreement are to be decided by the arbitrator, not this Court.

“capacity” other than as individuals. “Capacity” in the sense the Estate uses that word means “[t]he role in which one performs an act <in her corporate capacity>.” *Capacity*, *Black’s Law Dictionary* (10th ed. 2014). But partners in a general partnership do not have a role other than as individuals. When individuals create a partnership, each of those individuals *is* a general partner, and, collectively, they *are* the partnership. As a result, they do not have a “capacity” as general partners separate and distinct from their “capacity” as individuals.⁹

The Estate cites *Tucker v. Vincent*, 471 S.W.3d 787 (Mo. App. 2015), and *Jones v. Paradies*, 380 S.W.3d 13 (Mo. App. 2012), but these cases refute, rather than reinforce, the Estate’s position. In *Tucker*, 471 S.W.3d at 795, the court stated it is “well-settled that a person clearly signing a contract in a corporate capacity ... does not become a party, in his individual capacity, to the agreement.” This may be so, but this principle does not apply in this case. In *Tucker*, the arbitration agreement was in a contract between Tucker and a limited liability company (“LLC”) for which Vincent signed solely in his capacity as a “manager.” *Id.* at 795. The court held: “Vincent’s signature, made in his *corporate capacity*, does not subject him or entitle him to the rights and obligations of the [arbitration agreement] because he is not a party to the agreement.” *Id.* (emphasis

⁹ The path of general partnership law is winding and often dimly lit, particularly as it pertains to identifying actions by individual partners that bind the other partners, i.e., the partnership. This Court holds no more than that, when all the partners of a general partnership sign an arbitration agreement, section 358.090.3(5) provides they have agreed to arbitrate claims between them (and any other signatories) both individually and with regard to their partnership to the extent those claims come within the scope of that arbitration agreement. When those partners also agree to arbitrate disputes over the scope of the arbitration agreement, courts must enforce that delegation provision.

added). Here, as explained above, a partner in a general partnership has no “capacity” separate from the partner individually. In this regard, a partner is distinctly dissimilar to an officer, director, or shareholder of a corporation or a member or manager of an LLC.

Paradies suffers from the same flaw. There, the defendants were sued in their individual capacities and sought to invoke an arbitration agreement they had signed solely in their capacities as directors of a corporation. *Paradies*, 380 S.W.3d at 16. The court held “defendants’ signatures, in their corporate capacities, do not bind them to the arbitration agreement as individuals.” *Id.* at 17; *see also Springfield Iron & Metal, LLC v. Westfall*, 349 S.W.3d 487, 490 (Mo. App. 2011) (holding members of a limited liability company who signed an arbitration agreement solely in that capacity “are not bound by or to the agreement as individuals”). These holdings are correct but do not extend to individuals who are partners in general partnerships.

Unlike the limited liability companies, corporations, and other statutory entities in *Tucker*, *Paradies*, *Westfall*, and similar cases, a general partnership has no legal existence separate and distinct from its partners. Maune and Raichle had no corporate capacities separate and apart from their individual capacities such that they can act solely “on behalf of” MR Law. Instead, they *were* MR Law. They signed the OA as individuals, and, because they comprised all the partners of MR Law, they had the authority to – and, therefore, did – submit partnership claims and liabilities between them to arbitration under section 358.090.3(5). Whether they did so with respect to the claims the Estate now asserts is a question as to the *scope* of the arbitration agreement, not a question of *who* was bound to arbitrate. Because the arbitration agreement in the OA contains a

broad delegation provision that the Estate does not challenge, *Karlin* requires this Court to send questions of scope to the arbitrator. *Karlin*, 706 S.W.3d at 815-16.

Even if (as the Court holds above) Maune's and Raichle's signatures in their individual capacities bind MR Law, the Estate attempts to avoid this holding and the bright-line application of *Karlin* by arguing Maune and Raichle signed the OA only in their capacities as "members" and "managers" of the limited liability company MRHFM, not as individuals. This argument, however, is contradicted by the signature page of the OA. It plainly and unmistakably states all five "members" (who also are the five "managers") of MRHFM signed both "*individually* and on behalf of the [MRHFM] Company." (Emphasis added). "The cardinal rule in the interpretation of a contract is to ascertain the intention of the parties and give effect to that intention." *Am. Fed'n. of State, Cnty. & Mun. Emps., AFL-CIO, Council 61 v. State*, 653 S.W.3d 111, 127 (Mo. banc 2022) (quotation omitted). Unless the contract is ambiguous, however, the Court determines that intent by looking at the "natural and ordinary meaning of the language" the parties used. *Id.* Here, the natural and ordinary meaning of the language on the signature page of the OA demonstrates unambiguously that Maune and Raichle (and the other three) signed both individually and on behalf of MRHFM as its "members" and "managers." Because Maune and Raichle signed the OA in their individual capacities, they have bound themselves to its arbitration agreement. And, because they were the only partners in the general partnership MR Law, they (and their successors) have agreed to arbitrate their partnership claims and liabilities between them under section 358.090.3(5), to the extent such claims fall within the scope of the arbitration agreement.

Finally, the Estate attempts to avoid *Karlin* by arguing there was no agreement to arbitrate its claims against Raichle and MR Law because those claims do not arise out of or relate to the OA. Because the arbitration agreement does not apply to its claims, the Estate contends the delegation provision in that arbitration agreement cannot apply either. This argument, however, seeks to turn *Karlin* on its head. Because Maune, Raichle, and the other signatories to the OA incorporated a broad delegation provision into the arbitration agreement, *Karlin* requires this Court to enforce that delegation provision and send the question of whether the Estate's claims fall within the scope of the arbitration agreement to the arbitrator. In other words, the question is not whether the Estate's claims fall within the scope of the arbitration agreement but who should answer that question. Under *Karlin*, when an arbitration agreement purporting to bind all the parties to the lawsuit contains a delegation provision reserving such threshold questions to the arbitrator, and the non-moving parties raises no challenge specific to that provision, this Court has no option but to enforce it. *Karlin*, 706 S.W.3d at 816.

Much of the confusion in this case comes from the Estate's failure to distinguish ***which*** parties are bound to arbitrate from ***what*** those parties are bound to arbitrate. Maune and Raichle are bound by the arbitration agreement in the OA because they signed the OA in their individual capacities. Because Maune and Raichle were the only general partners of MR Law when they signed the OA, partnership claims or liabilities arising between them (or their successors) are also subject to that arbitration agreement if – but

only to the extent – the scope of that arbitration agreement includes them.¹⁰ It is the scope of that arbitration agreement – and, more particularly, whether it encompasses the Estate’s claims – that lies at the heart of this matter. Under *Karlin*, 706 S.W.3d at 815, however, this Court has no authority to resolve this central issue because the parties agreed in the OA that disputes regarding the scope of the arbitration agreement must be decided by the arbitrator.¹¹

Conclusion

For the reasons set forth above, the circuit court’s order is vacated, and the case is remanded for the circuit court to sustain the motion to compel arbitration.

Paul C. Wilson, Judge

All concur.

¹⁰ Because this Court holds Maune and Raichle signed the OA as individuals and, thereby, agreed to arbitrate (at least to the extent encompassed in the scope of the OA arbitration agreement) any disputes between them regarding claims or liabilities of their general partnership MR Law, the Court does not reach Raichle’s alternative argument that MR Law – as an entity separate from its partners – should be permitted to enforce the arbitration agreement under *CD Partners, LLC v. Grizzle*, 424 F.3d 795, 798 (8th Cir. 2005) (holding a nonsignatory may enforce arbitration agreement when the relationship between that party and the signatories is “sufficiently close that only by permitting the nonsignatory to invoke arbitration may evisceration of the underlying arbitration agreement between the signatories be avoided”).

¹¹ The Estate argues that, even if its claims relate in some way to the OA, they are excluded from the scope of the arbitration agreement because the OA expressly allows claims for specific performance regarding the OA to be maintained in court notwithstanding the arbitration agreement. The application of this exception, too, is simply a question of the scope of the arbitration agreement and, like the others, must be decided by the arbitrator due to the delegation provision included in that agreement.