In the Missouri Court of Appeals
Eastern District

DIVISION FOUR

CHARLES VOYER, Appellant, v. LTF CLUB OPERATIONS COMPANY, INC. D/B/A LIFETIME FITNESS, Respondent.	)	ED114229 Filed: October 6, 2026

Appeal from the Circuit Court of St. Louis County
The Honorable Richard M. Stewart, Judge

Charles Voyer appeals from the circuit court's entry of summary judgment in favor of LTF Club Operations Company, Inc. d/b/a LifeTime Fitness ("LifeTime") on his premises liability and negligence claims. Although the circuit court certified the judgment for immediate appeal under Rule 74.01(b),[1] LifeTime's counterclaim and third-party petition remain pending. Because the judgment did not dispose of a judicial unit within the meaning of Rule 74.01(b), it is not an appealable final judgment. We therefore lack authority to reach the merits of this appeal and must dismiss it.

[1] All rule references are to the Missouri Supreme Court Rules (2026).

Factual and Procedural Background

In the fall of 2021, Voyer and his wife joined LifeTime's fitness club and each electronically signed LifeTime's Member Usage Agreement ("MUA"). According to Voyer, on November 27, 2021, he slipped and fell on accumulated water while walking on the pool deck at the fitness club.

Voyer filed this action against LifeTime, asserting claims for premises liability and negligence. LifeTime filed an answer, asserting comparative fault and waiver as affirmative defenses. LifeTime also filed a counterclaim against Voyer, alleging that he was contractually obligated under the MUA to reimburse LifeTime for the fees and costs incurred in defending the action and to indemnify LifeTime for and against those fees and costs. Specifically, LifeTime relied on a provision providing that, if a member "assert[s] a Negligence Claim against" LifeTime or breaches the member's agreement not to sue it, the member agrees to pay LifeTime's reasonable fees, costs, and expenses incurred to defend the negligence claim and other claims based on the same facts.

LifeTime also filed a third-party petition against Voyer's wife based on her separately executed MUA, alleging that she was similarly obligated to reimburse LifeTime for the fees and costs incurred in its defense of Voyer's action and to indemnify it for and against those fees and costs. The MUA provides that Voyer's wife, "[o]n behalf of [herself] and [her] spouse/partner," will "defend, indemnify, and hold [LifeTime] harmless" from and against any claims asserted against LifeTime by another person arising from the use of its premises and services.

LifeTime later filed a motion for summary judgment, asserting, in relevant part, that the MUA's exculpatory language was clear, unambiguous, and enforceable, and that Voyer had failed to plead any basis for avoiding it.

On December 5, 2025, the circuit court entered summary judgment in LifeTime's favor, concluding that Voyer had released LifeTime from his asserted claims as a matter of law. The circuit court reasoned that LifeTime had properly asserted an affirmative defense based on Voyer's waiver of his right to sue under the MUA, which contained "clear, unambiguous, unmistakable and conspicuous language" releasing LifeTime from future negligence.

Voyer filed a notice of appeal, challenging the entry of summary judgment in favor of LifeTime on his premises liability and negligence claims. Pursuant to Rule 74.01(b), the circuit court certified its December 5, 2025 judgment for immediate appeal, finding no just reason for delay. The circuit court also stayed LifeTime's counterclaim and third-party petition pending determination of the enforceability of the release underlying this appeal.

Discussion

Before we can reach the merits of Voyer's points on appeal, we have a duty to determine whether we have the authority to do so. *See First Nat'l Bank of Dieterich v. Pointe Royale Prop. Owners' Ass'n., Inc.*, 515 S.W.3d 219, 221 (Mo. banc 2017). "The right to appeal is purely statutory and, where a statute does not give a right to appeal, no right exists." *Wilson v. City of St. Louis*, 600 S.W.3d 763, 767 (Mo. banc 2020) (quoting

First Nat'l Bank of Dieterich, 515 S.W.3d at 221). As relevant here, section 512.020(5)[2] permits an appeal from a "final judgment"—that is, one that "resolves all issues in a case, leaving nothing for future determination." *Id.* at 768 (quoting *Ndegwa v. KSSO, LLC*, 371 S.W.3d 798, 801 (Mo. banc 2012)). Rule 74.01(b) provides an exception to the final judgment rule, however, and allows the circuit court to enter an appealable final judgment "as to one or more but fewer than all of the claims or parties only upon an express determination that there is no just reason for delay." Certification is proper under Rule 74.01(b) "only if it disposes of a 'judicial unit' of claims." *Wilson*, 600 S.W.3d at 769.

The Supreme Court of Missouri has articulated two methods for determining whether a judgment disposes of a judicial unit. The first method is satisfied when a judgment "disposes of all claims by or against one or more—but fewer than all—of the parties." *Id.* Such a judgment is final "because [it] resolves all of the claims in a lawsuit from the point of view of at least one party, even though other claims by or against other parties remain to be resolved." *Id.* The second method does not address the parties to the litigation and instead finds a judicial unit is disposed of when a judgment "resolves one or more claims that are distinct from those claims that remain to be resolved." *Id.* at 770. "[A] judgment resolves a 'distinct' judicial unit if it resolves claims that do not arise 'from the same set of facts, and the same transactions and occurrences, as the counts' yet

[2] All statutory references are to RSMo (2016).

to be disposed of in the circuit court." *Id.* (quoting *Gibson v. Brewer*, 952 S.W.2d 239, 244 (Mo. banc 1997)).

Determining whether these criteria are met is a question of law that depends on the "content, substance, and effect of the order" rather than the circuit court's designation. *Id.* at 771 (quoting *Gibson*, 952 S.W.2d at 244). Accordingly, "even if the circumstances suggest that judicial economy would be promoted by certification of an interlocutory order as final, unless the interlocutory order disposes of a distinct 'judicial unit,' the order cannot be properly certified as final pursuant to Rule 74.01(b), rendering this court without jurisdiction to entertain an appeal from the order." *ABB, Inc. v. Securitas Sec. Servs. USA, Inc.*, 390 S.W.3d 196, 200 (Mo. App. W.D. 2012).

Here, the circuit court's judgment did not dispose of a judicial unit under either method. First, the judgment did not dispose of all claims by or against one or more parties. Voyer contends that "certification was proper because the grant of summary judgment disposed of all claims *by* [him], as well as all claims *against* [LifeTime]" and that the pending counterclaim and third-party petition "[do] not change the fact that there are no remaining claims against [LifeTime]." But this contention misconstrues the first method. The inquiry is not whether all claims against one party have been resolved; rather, the first method requires the judgment to dispose of all claims "by or against" at least one party. *Wilson*, 600 S.W.3d at 769. Although the judgment disposed of Voyer's claims against LifeTime, it did not dispose of all claims by or against Voyer because LifeTime's counterclaim remains unresolved. Nor did it dispose of all claims by or against LifeTime, as LifeTime's counterclaim and third-party petition remain pending.

Accordingly, the judgment did not resolve all claims in the lawsuit from the point of view of any one party and does not constitute a judicial unit under the first method.

Turning to the second method, we conclude the judgment did not dispose of a judicial unit because the claims resolved by the judgment are not distinct from the claims that remain pending. Under this method, a judicial unit exists only when the resolved claims do not arise from the same set of facts, transactions, and occurrences as the remaining claims. *Id.* at 770. Voyer's premises liability and negligence claims, LifeTime's counterclaim, and LifeTime's third-party petition all arise from the same underlying transaction and occurrence—Voyer's fall at LifeTime's facility—and the parties' respective rights and obligations under the MUA.

Voyer nevertheless argues that LifeTime's counterclaim and third-party petition are sufficiently distinct from his premises liability and negligence claims because the former "both revolve entirely around [LifeTime's] allegation that [Voyer and Voyer's wife] are obligated to indemnify [LifeTime] for the costs of litigation," whereas the latter "was based on an affirmative defense of waiver and release." Voyer further contends that his ability to bring suit and LifeTime's ability to obtain indemnification arise from separate provisions of the MUA. But these distinctions do not make the claims sufficiently distinct for purposes of Rule 74.01(b).

In *ABB, Inc.*, the Western District considered a similar circumstance involving claims arising from the same contract: one party sought a declaratory judgment concerning its obligations under an indemnification provision, while the other asserted a counterclaim for breach of the same agreement. 390 S.W.3d at 199. Although the claims

sought different forms of relief, the court concluded they did not constitute separate judicial units because they arose from the same agreement and the same underlying facts and transactions. *Id.* at 203-04. The fact that claims seek different remedies, the court explained, does not render them distinct when they arise from the same underlying legal and factual dispute. *Id.*

Here, although the parties' claims arise under different provisions of the MUA, they stem from the same underlying occurrence and are factually and contractually intertwined. The circuit court's summary judgment ruling necessarily determined the enforceability of the MUA's release as it applied to Voyer's claims. LifeTime's counterclaim, in turn, expressly relies on the MUA and seeks recovery of the fees and costs incurred in defending those same claims. And the third-party petition similarly relies on a materially identical MUA and seeks indemnification arising from the same underlying litigation. Resolution of those remaining claims will therefore require further consideration of the MUA and the same facts, transactions, and occurrences addressed in the summary judgment ruling. Thus, as in *ABB, Inc.*, the claims remain part of the same judicial unit despite arising under different provisions of the same agreement and seeking different forms of relief. *See id.*

The circuit court's order certifying the judgment for immediate appeal further demonstrates the close relationship between the resolved and remaining claims. In that order, the circuit court stayed the counterclaim and the third-party petition pending a determination of the enforceability of the release underlying Voyer's claims. A stay

would not have been necessary unless the remaining claims are dependent on the same contractual and factual issues resolved by the summary judgment.

Because the judgment neither disposed of all claims by or against a party nor resolved claims that are distinct from those remaining in the circuit court, it did not dispose of a judicial unit under Rule 74.01(b). *See Wilson*, 600 S.W.3d at 773. The circuit court's determination that there was no just reason for delay therefore could not transform it into an appealable final judgment. *Id.* This Court consequently lacks authority to consider the merits of this appeal and must dismiss it.

Conclusion

For the foregoing reasons, the appeal is dismissed.



MICHAEL E. GARDNER, Presiding Judge

James M. Dowd, Judge, concurs.
John P. Torbitzky, Judge, concurs.