

**OPINION SUMMARY**  
**MISSOURI COURT OF APPEALS EASTERN DISTRICT**

WILLIE LEONBERGER,	)	No. ED103669
	)	
Plaintiff/Respondent,	)	Appeal from the Circuit Court of
	)	the City of St. Louis
vs.	)	
	)	Honorable David L. Dowd
MISSOURI UNITED SCHOOL	)	
INSURANCE COUNCIL,	)	
	)	
Defendant,	)	
and	)	
	)	
UNITED EDUCATORS, A RECIPROCAL	)	
RISK RETENTION GROUP,	)	
	)	
Defendant/Appellant.	)	Filed: May 24, 2016

United Educators, A Reciprocal Risk Retention Group (Appellant) appeals from the trial court’s Order and Judgment denying Appellant’s Motion to Compel Arbitration and granting Willie Leonberger’s (Respondent) Motion to Stay Arbitration.

AFFIRMED.

Division Four Holds: The trial court did not err in denying Appellant’s motion to compel arbitration and granting Respondent’s motion to stay arbitration because the arbitration clause in the agreement between Appellant and Missouri United School Insurance Council (MUSIC) is invalid and unenforceable against Respondent, suing as a third-party beneficiary, because Respondent does not fall within the scope of the clause and the agreement is not a reinsurance agreement, taking it out of the ambit of Section 435.350’s<sup>1</sup> prohibition against mandatory arbitration clauses in insurance agreements. Section 435.350 is not preempted by the Liability Risk Retention Act.

Opinion by: Sherri B. Sullivan, P.J.                      Kurt S. Odenwald, J., and Lisa P. Page, J., concur.

Attorneys for Appellant: Mark G. Arnold, William C. O’Neill, and Robert P. Berry  
Attorneys for Respondent: Edward D. Robertson III and James P. Frickleton

<b>THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.</b>
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<sup>1</sup> All statutory references are to RSMo 2006, unless otherwise indicated.