NOTICE
Decision filed 11/02/26. The text of this decision may be changed or corrected prior to the filing of a Petition for Rehearing or the disposition of the same.

2026 IL App (5th) 260401-U

NO. 5-26-0401

IN THE

APPELLATE COURT OF ILLINOIS

FIFTH DISTRICT

NOTICE
This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

AARON LARAMORE, Plaintiff-Appellee, v. THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY and LOWERY DISTRICT NETWORK OFFICE, Defendants (The Northwestern Mutual Life Insurance Company, Defendant-Appellant).	)	Appeal from the Circuit Court of St. Clair County. No. 24-LA-1692 Honorable Patrick R. Foley, Judge, presiding.

PRESIDING JUSTICE CATES delivered the judgment of the court.
Justices Barberis and Boie concurred in the judgment.

ORDER

¶ 1 *Held*: The circuit court did not err in its denial of a motion to stay lawsuit pending arbitration.

¶ 2 Northwestern Mutual Life Insurance Company (Northwestern Mutual) appeals the circuit court's denial of a "motion to stay lawsuit pending arbitration" entered on April 9, 2026. In this interlocutory appeal, Northwestern Mutual argues that various written contracts signed by the plaintiff, Aaron Laramore, broadly require arbitration of any dispute involving Northwestern Mutual and expressly delegates to the arbitrator the threshold question of whether any particular dispute raised between the plaintiff and Northwestern Mutual is subject to arbitration.

Northwestern Mutual additionally argues that the circuit court usurped the arbitrator's right to determine the arbitrability of the plaintiff's dispute by its denial of the motion to stay lawsuit pending arbitration. For the following reasons, we affirm.

¶ 3 I. BACKGROUND

¶ 4 The plaintiff was a financial advisor and growth development director for Northwestern Mutual. He was also employed as a wealth management advisor through Northwestern Mutual Investment Services, LLC (NMIS).

¶ 5 The plaintiff worked with Christopher Lowery in the Lowery District Network Office, LLC (Lowery DNO) in Fairview Heights, Illinois. Northwestern Mutual alleged in its motion to stay lawsuit pending arbitration (motion to stay) that Lowery DNO had a contractual relationship with Northwestern Mutual.

¶ 6 Stephen Gross, a general agent of Northwestern Mutual, had his office located in Clayton, Missouri. Gross supervised the contract between Lowery DNO and Northwestern Mutual.

¶ 7 When the plaintiff first applied to become a Northwestern Mutual financial representative, authorized to sell life insurance products, he signed an application and agreed to satisfy the requirements of Northwestern Mutual and NMIS. Thereafter, the plaintiff entered into multiple written agreements with Northwestern Mutual and NMIS to maintain his status as a financial representative that allowed him to solicit applications for insurance policies and annuity contracts issued by Northwestern Mutual.

¶ 8 The plaintiff additionally signed an agreement to solicit clients and provide financial planning services on behalf of Northwestern Mutual Wealth Management Company (NMWMC) and to engage in investment advisory and trust services with NMIS. The other parties to the written contract were NMWMC, Stephen Gross, as the general agent for Northwestern Mutual, and

Christopher Lowery, as a managing director of Northwestern Mutual. The plaintiff also entered into a servicing agreement with NMWMC, which also required the plaintiff to solicit and refer clients to NMWMC.

¶ 9 The registered representative agreements signed by the plaintiff contained arbitration clauses, with delegation provisions. These written agreements all included the following language:

> "The parties to this Agreement acknowledge the existence, applicability and enforceability of the arbitration rules of any applicable self-regulatory organizations, including, without limitation, the rules and by-laws of the NASD. Disputes arising between and among the parties to this Agreement shall be subject to these arbitration rights to the full extent permitted by law, according to the then-current arbitration rules, including the questions of whether any particular dispute is subject to arbitration. The parties acknowledge that these arbitration rights do not impair the right to injunctive relief as set forth in *** this Agreement, and further acknowledge that these rights survive the termination of this and any other agreements between the parties."

¶ 10 The investment advisory and trust services agreement and the servicing agreement with NMWMC included the following language:

> "Disputes arising between and among the parties to this Agreement shall be determined by arbitration, including the question of whether any particular dispute is subject to arbitration. The parties hereto agree that any arbitration under this arbitration agreement shall be before FINRA Dispute Resolution or its successor, pursuant to the FINRA Code of Arbitration Procedure or its successor. This arbitration agreement shall be interpreted according to the Federal Arbitration Act.

> The award of the arbitrators, or of the majority of them, shall be final and judgment upon the award may be entered into any court, state or federal, having jurisdiction."

¶ 11 In July of 2021, the plaintiff allegedly entered into an oral partnership succession agreement with Lowery DNO, to replace Lowery as the managing director. The alleged oral agreement included the following terms: Lowery would be the managing director through 2025 and be paid a salary from 2021 to 2025, as follows: Lowery would receive 60% of the income and the plaintiff would receive 40% through 2025. The plaintiff's stipend would not be considered an expense, and the plaintiff would receive income as growth development director. Then, on January 1, 2026, the plaintiff would become managing director of Lowery DNO. At that time, the plaintiff would receive 60% of the income and Lowery would receive 40%. The plaintiff would receive a similar salary to Lowery's prior salary, and Lowery would not be paid as growth development director or receive a salary.

¶ 12 On May 31, 2024, the plaintiff's employment with Lowery DNO was terminated. The plaintiff believed that Gross, as an agent of Northwestern Mutual, directed Lowery to terminate the plaintiff's employment, despite Lowery's disagreement with that decision.

¶ 13 The plaintiff subsequently filed a complaint against Northwestern Mutual and Lowery DNO. The three-count complaint included count I, a tortious interference with business relations and prospective economic advantage count against Northwestern Mutual alleging that Gross directed Lowery to terminate the plaintiff's contract with Northwestern Mutual, causing Lowery to breach the oral agreement between the plaintiff and Lowery DNO; count II alleged forgery against Northwestern Mutual for falsifying the plaintiff's signature on a non-solicitation agreement; and count III was a breach of contract count against Lowery DNO regarding the

termination of the oral partnership succession agreement. The allegations included that Northwestern Mutual was aware of the oral agreement between the plaintiff and Lowery DNO.

¶ 14 In response to the plaintiff's complaint, Kaben Nimtz, a regional vice president for Northwestern Mutual, signed an affidavit on March 5, 2025. Nimtz averred that Northwestern Mutual products and services were sold through independent contractors. The managing partners/general agents have the right to decide who to hire and who to terminate as managing directors/district agents within their agencies. Northwestern Mutual had a contractual right to withhold approval of any proposed contract between a managing partner and a new managing director. Nimtz additionally averred that Lowery DNO generated a "vast majority" of its revenue by selling Northwestern Mutual insurance and investment products and services. Nimtz referenced and attached to his affidavit multiple written agreements created by Northwestern Mutual and signed by the plaintiff.

¶ 15 Northwestern Mutual filed a motion to stay the lawsuit pending binding arbitration, arguing that the plaintiff agreed, in multiple contracts, to resolve any dispute through Financial Industry Regulatory Authority (FINRA) arbitration in accordance with the Federal Arbitration Act (9 U.S.C. § 3 (2018)). Northwestern Mutual argued that these written agreements included a "sweeping, unqualified obligation to arbitrate all disputes" with Northwestern Mutual and its broker-dealer subsidiary, NMIS. Additionally, the agreements included delegation clauses requiring the arbitration panel to determine whether a dispute was subject to arbitration under FINRA rules.

¶ 16 Northwestern Mutual also filed an answer and affirmative defenses to the plaintiff's complaint wherein Northwestern Mutual denied the existence of an oral agreement between the plaintiff and Lowery. Northwestern Mutual affirmatively alleged that it was aware that Lowery

and the plaintiff anticipated that the plaintiff would be appointed as the successor managing director to Lowery DNO, which would have made the plaintiff a district agent. Northwestern Mutual was also aware that there had been discussions on specific financial and operational terms of a succession plan. Northwestern Mutual further alleged that the plaintiff and Lowery were aware that the plaintiff was not even able to become a district agent without the approval of Gross.

¶ 17 The plaintiff filed a response in opposition to Northwestern Mutual's motion to stay pending arbitration. The plaintiff argued that the claims raised in the complaint were not based on any of the written contracts referenced by Northwestern Mutual, and the plaintiff's claims did not involve securities' transactions, FINRA compliance, or any obligations under the agreements the plaintiff had with NMIS. Rather, the plaintiff's claims were based on the breach of the oral agreement the plaintiff made with Lowery regarding a partnership succession agreement and were not related to securities and investment advisory services.

¶ 18 The plaintiff further argued in opposition to the motion to stay, that the tortious interference and breach of contract disputes were based on the oral agreement between the plaintiff and Lowery DNO, and that oral agreement did not include an arbitration clause. Northwestern Mutual, therefore, could not compel arbitration based on the written contracts that were not the subject of the plaintiff's lawsuit, and it was their burden to establish that the plaintiff and Northwestern Mutual had a valid agreement to arbitrate the controversy. Further, the plaintiff attached an email from a Northwestern Mutual chief financial officer, directed to the plaintiff and Lowery, with a copy sent to Gross, that contained revenue projections if the plaintiff became the district agent in 2026 and replaced Lowery.

¶ 19 Northwestern Mutual submitted a reply and argued that the plaintiff had agreed to "a sweeping, unqualified commitment to arbitrate any and all potential disputes arising out of the

business activities of [the plaintiff], Lowery, NMIS, and their respective agents, corporate affiliates, and third-party beneficiaries." Northwestern Mutual claimed that the lawsuit concerned the plaintiff being named as a successor district agent for Northwestern Mutual and, therefore, the dispute involved securities and investment advisory services. Thus, Northwestern Mutual argued that the arbitration clauses included in the multiple written contracts, entered into by the plaintiff, encompassed the claims raised in the plaintiff's complaint.

¶ 20 The circuit court held a hearing on the motion to stay on February 20, 2026. During the motion hearing, Northwestern Mutual argued that the dispute involved the plaintiff becoming a growth and development director which involved Northwestern Mutual's products and sales. The plaintiff had signed agreements that required arbitration for disputes involving Northwestern Mutual products and sales.

¶ 21 The plaintiff responded by claiming that where there is a conflict on the issue of arbitrability, the circuit court must first decide whether the oral agreement alleged in the plaintiff's complaint required the enforcement of a delegation clause. Therefore, the plaintiff argued that the first order of business was for the circuit court to decide which agreements controlled the arbitration clauses at issue, and whether a FINRA agreement forcing arbitration was applicable.

¶ 22 According to the plaintiff, Northwestern Mutual was aware of the oral agreement between the plaintiff and Lowery DNO, and Northwestern Mutual was attempting to enforce the FINRA NMIS arbitration clauses contained in the written agreements to an unrelated oral contract. The oral agreement relied on by the plaintiff in his lawsuit did not include an arbitration paragraph, or a delegation clause, requiring an arbitrability decision by the arbitrator. Further, Northwestern Mutual was not a party to the oral agreement.

¶ 23 The circuit court questioned Northwestern Mutual about whether the forgery count fell under the scope of the written arbitration provisions. Northwestern Mutual responded that the FINRA arbitration panel would decide arbitrability, including whether the forgery count was subject to arbitration.

¶ 24 After the arguments concluded, the circuit court took the matter under advisement. On April 9, 2026, the circuit court entered a formal written decision and decided that the issues before the circuit court were "twofold." The first issue was whether the delegation provisions found in the written contracts applied to the oral contract that the plaintiff alleged existed. The circuit court reviewed the various positions taken by the parties. Preliminarily, the circuit court found that the dispute alleged in the plaintiff's complaint arose from an alleged breach of an oral contract between the plaintiff and Lowery DNO. Northwestern Mutual denied the existence of the oral agreement and argued that the dispute was subject to a delegation provision and an arbitration clause set forth in other written agreements signed by the parties. The circuit court's order determined that "it is undisputable that multiple agreements signed by the parties contain a delegation provision." The court continued, holding that the oral agreement, that the plaintiff alleged was the subject of the breach of contract, as well as the plaintiff's other counts and causes of action, "does not contain a delegation provision." The circuit court found that "without an express delegation provision in the agreement, the Court determines whether a matter is subject to the arbitration provision."

¶ 25 The circuit court then addressed what it considered to be the second issue, which was, "do the arbitration provisions in the contracts signed by [the] Plaintiff, claimed by him to be unrelated and not subject to the suit, require the parties to arbitrate this dispute." The circuit court first explained that arbitration agreements are contracts and are construed according to the same rules. Where there is no ambiguity, the intention of the parties at the time the contract was entered into

must be ascertained by the language used in the contract. The circuit court reiterated Northwestern Mutual's denial that an oral contract existed. Further, if the court found that such an oral agreement existed, then Northwestern Mutual's arguments that "any controversies that arise would be subject to arbitration provisions contained in agreements not in dispute would give more weight to the terms of the 'other agreements' than the agreement that is at the subject of this litigation."

¶ 26 Finally, the circuit court found that with regard to the oral agreement, it was "difficult for the Court to conclude that the alleged agreement is subject to the arbitration provisions contained in the 'other agreements' signed by the parties." Here, the circuit court was addressing Northwestern Mutual's argument that the arbitration clause included, not only the issues raised by the specific contract where the clause was found, but to accept Northwestern Mutual's position, the circuit court considered that it would have "to ignore long settled law that arbitration agreements cannot be extended by construction or implication."

¶ 27 The circuit court denied the motion to stay the plaintiff's lawsuit pending arbitration. This interlocutory appeal followed.

¶ 28 II. ANALYSIS

¶ 29 Northwestern Mutual argues on appeal that the circuit court erred by concluding that an alleged oral agreement conflicted with the delegation and arbitration provisions contained in written agreements, issuing a decision addressing arbitrability rather than deferring that question to the arbitrators, and determining that the dispute was not arbitrable.

¶ 30 An order granting or denying a motion to compel arbitration is injunctive in nature and is appealable under Illinois Supreme Court Rule 307(a)(1) (eff. Nov. 1, 2017). "A motion to compel arbitration is essentially a section 2-619(a)(9) motion to dismiss or stay an action in the trial court based on an affirmative matter, the exclusive remedy of arbitration." *Sturgill v. Santander*

Consumer USA, Inc., 2016 IL App (5th) 140380, ¶ 21. The party requesting arbitration has the burden to prove that the parties entered into a valid arbitration agreement and that the dispute falls within the scope of the agreement. *Sturgill*, 2016 IL App (5th) 140380, ¶ 22. The circuit court must interpret the pleadings and supporting documents, when ruling on the motion, in the light most favorable to the nonmoving party. *Borowiec v. Gateway 2000, Inc.*, 209 Ill. 2d 376, 383 (2004).

¶ 31 We apply *de novo* review of an appeal from the denial of a motion to compel arbitration without an evidentiary hearing. *Sturgill*, 2016 IL App (5th) 140380, ¶ 20. We also apply *de novo* review to our determination of the scope of an arbitration provision as it is a question of contract interpretation. *Fiala v. Bickford Senior Living Group, LLC*, 2015 IL App (2d) 141160, ¶ 17.

¶ 32 Arbitration is a way to resolve disputes, but only those disputes that the parties have agreed to arbitrate. *Coinbase, Inc. v. Suski*, 602 U.S. 143, 148 (2024). Before referring a dispute to an arbitrator, the circuit court must decide whether a valid arbitration agreement exists. *Coinbase*, 602 U.S. at 149. "Under Illinois law, an enforceable agreement includes an offer, acceptance, consideration, and mutual assent." *Geller v. Uber Technologies, Inc.*, 2026 IL 132066, ¶ 39. Mutual assent requires terms sufficiently definite that " 'the promises and performances to be rendered by each party are reasonably certain.' " *Geller*, 2026 IL 132066, ¶ 39 (quoting *Academy Chicago Publishers v. Cheever*, 144 Ill. 2d 24, 29 (1991)).

¶ 33 "[T]he question of who decides arbitrability is itself a question of contract." *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 586 U.S. 63, 65 (2019). "The agreement to arbitrate a gateway issue is considered a 'delegation provision' because it reflects the parties' decision to delegate arbitrability, *i.e.*, whether the dispute is arbitrable, to the arbitrator instead of having a court decide." *Geller*, 2026 IL 132066, ¶ 35.

¶ 34 A circuit court will not determine arbitrability "[w]hen the parties' contract delegates the arbitrability question to an arbitrator." *Henry Schein*, 586 U.S. at 65. The circuit court "may not override the contract," "even if the court thinks that the [arbitrability claim] is wholly groundless." *Henry Schein*, 586 U.S. at 68. An agreement to delegate questions of arbitrability requires the parties' mutual assent. *Geller*, 2026 IL 132066, ¶ 39. Therefore, the circuit court "should not assume that the parties agreed to arbitrate arbitrability unless there is 'clea[r] and unmistakabl[e]' evidence that they did so." (Internal quotation marks omitted.) *Coinbase*, 602 U.S. at 149.

¶ 35 Here, the causes of action raised in the complaint are based on, or related to, an oral agreement between the plaintiff and Lowery DNO. The plaintiff asserted that the oral agreement does not contain an arbitration provision, and Northwestern Mutual denied the existence of the oral agreement at issue. If the oral agreement is valid, it is undisputed that the agreement does not include an arbitration or delegation clause. Therefore, the circuit court did not err in deciding the issue of arbitrability based on an oral agreement without clear arbitration or delegation provisions.

¶ 36 Northwestern Mutual claims that the circuit court should have applied the arbitration and delegation clauses found in multiple written contracts signed by the plaintiff, rather than considering the alleged oral agreement. In *Coinbase*, the Supreme Court considered, what happens if parties have multiple agreements that conflict as to who decides arbitrability? *Coinbase*, 602 U.S. at 149. The question of whether the parties agreed to arbitrate, *i.e.*, arbitrability, is answered by determining which contract applies. *Coinbase*, 602 U.S. at 150. If the parties entered into multiple contracts and one sends arbitrability disputes to arbitration, and another either explicitly or implicitly sending arbitrability disputes to the courts, then the court must decide which contract governs. *Coinbase*, 602 U.S. at 152.

¶ 37 It is undisputed that multiple written agreements referenced by Northwestern Mutual contained delegation provisions regarding arbitrability. The plaintiff's oral breach of contract claim against Lowery DNO, however, was based on an oral agreement that did not include an arbitration or delegation clause. The plaintiff's other claims were not related to the written agreements and none of the claims could be construed to be a part of the sweeping, unqualified commitment argued by Northwestern Mutual. The circuit court was required to interpret the pleadings and supporting documents in the light most favorable to the nonmoving party, and the circuit court declined to give more weight to the written agreements that were not the subject of the litigation. The circuit court's denial of the defendant's motion to stay the lawsuit pending arbitration was not in error where the causes of action were based on an oral agreement that did not include an arbitration provision.

¶ 38 III. CONCLUSION

¶ 39 For the foregoing reasons, we affirm the April 9, 2026, order of the circuit court of St. Clair County.

¶ 40 Affirmed.