

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

JOHN BEAUDOIN, LLC)	
200 SW 2 nd Street)	
Lee's Summit, Missouri 64063)	
)	
Plaintiff,)	
)	
v.)	Case No.: _____
)	
CITY OF LEE'S SUMMIT,)	Div. ____
Serve: City Clerk)	
Denise Chisum)	
220 S.E. Green Street)	
Lee's Summit, Missouri 64063)	
)	
CHRISTOPHER MORENO,)	
503 NE Country Lane)	
Lee's summit, MO 64086)	
)	
DAVID MOSBY,)	
352 SW Williamsburg Court)	
Lee's Summit, MO 64063)	
)	
Defendants.)	

PETITION

COMES NOW Plaintiff, John Beaudoin, by and through his attorneys, for his causes of action against the defendant hereby alleges and avers as follows:

PARTIES

1. Plaintiff, John Beaudoin, LLC ("Plaintiff"), is now, and at all times relevant to the allegations in this petition, a resident of the State of Missouri with its principle place of business located at 200 SW 2nd Street, Lee's Summit, Missouri 64063.
2. Defendant City of Lee's Summit is a municipal corporation within Jackson County, Missouri.
3. Defendant Christopher Moreno ("Moreno") is a Lee's Summit City Councilman

and, at all times relevant to the allegations in this petition, was directly employed by and/or acted as an agent and/or servant for the City of Lee's Summit. At all times relevant to the allegations in this petition, Mr. Moreno acted within the course and scope of his employment and/or agency with the City of Lee's Summit and exercised the actual and/or apparent authority conferred by the City of Lee's Summit.

4. Defendant David Mosby ("Mosby") is a Lee's Summit City Councilman and, at all times relevant to the allegations in this petition, was directly employed by and/or acted as an agent and/or servant for the City of Lee's Summit. At all times relevant to the allegations in this petition, Mr. Mosby acted within the course and scope of his employment and/or agency with the City of Lee's Summit and exercised the actual and/or apparent authority conferred by the City of Lee's Summit.

JURISDICTION AND VENUE

5. Defendants have submitted themselves to the jurisdiction of this Court pursuant to MO. REV. STAT. § 506.500.1(1)-(3).

6. Venue is proper in this Court pursuant to MO. REV. STAT. § 508.010.4 and § 478.461. Plaintiff was first injured by the wrongful conduct alleged in this petition in the eastern portion of Jackson County, Missouri and Defendants are located in the eastern portion of Jackson County, Missouri.

FACTS COMMON TO ALL COUNTS

I. Plaintiff's Valid Business Relationship with Paragon Star

7. John Beaudoin is an award-winning journalist who now and at all times relevant to the allegations in this petition, writes a weekly, guest opinion column in the Lee's Summit Journal.

8. In a column published on May 23, 2016, for example, Mr. Beaudoin wrote an article in which he described a contentious vote for the Mayor Pro Tem of Lee's Summit.

9. In connection with his journalistic research, Mr. Beaudoin occasionally requests records pursuant to Mo. Ann. Stat. § 610.010 et seq. (Missouri's "Sunshine Law").

10. In addition to his journalistic endeavors, John Beaudoin is also a member of the Lee's Summit Charter Review Commission (the "Commission"). The Commission is comprised of 12 citizens who are to determine whether or not the Charter for the City of Lee's Summit adequately serves the community and to report to voters as many amendments as the Commission deems advisable.

11. John Beaudoin is also the founder and sole member of John Beaudoin, LLC (a/k/a as "KC Communications & Media Matters"), a limited liability company formed by John Beaudoin on or about November 5, 2015 that provides public relations and media-related services to property developers in the City of Lee's Summit.

12. Paragon Star, LLC (hereinafter referred to as "Paragon Star"), is the developer of a soccer-centered multi-use, recreation, residential, office, and retail complex near Interstate 470 and View High Drive in the City of Lee's Summit (hereinafter referred to as the "Soccer Complex").

13. In or about July 2015, Mr. Beaudoin and Paragon Star entered into a valid business relation whereby Mr. Beaudoin provided ongoing public relations and media-related services in connection with the Soccer Complex, the first phase of which is expected to open in the spring of 2018.

14. In exchange for his services, Paragon Star paid Plaintiff approximately \$1,000 per month.

15. Beginning on or about November 5, 2015, upon the formation of John Beaudoin, LLC, Plaintiff and Paragon Star continued the valid business relation described above in Paragraph 13. It was probable that the business relationship would continue, indefinitely, until the completion of the Soccer Complex and beyond.

II. Christopher Moreno

16. On or about April 5, 2016, Moreno was elected to serve as a city councilman for the City of Lee's Summit.

17. Moreno, now and at all times relevant to the allegations in this petition, knew of the existing and probable business relationship between Plaintiff and Paragon Star.

18. Moreno, now and at all times relevant to the allegations in this petition, also knew that Mr. Beaudoin was a journalist who writes a weekly, guest opinion column in the Lee's Summit Journal.

19. Moreno, now and at all times relevant to the allegations in this petition, had no legitimate interest, economic or otherwise, in the existing or continuing business relationship between Plaintiff and Paragon Star.

20. Moreno, now and at all times relevant to the allegations in this petition, had no definite legal right to interfere in the existing or continuing business relationship between Plaintiff and Paragon Star.

21. As shown below, Moreno employed improper means to interfere in the existing and probable continuing business relationship between Plaintiff and Paragon Star. Moreno interfered for personal reasons and displayed personal animus for Mr. Beaudoin.

22. For example, on April 27, 2016, Moreno made a phone call to Bill Brown ("Brown"), a member of Paragon Star and the then-Chairman of the Lee's Summit Economic

Development Council (“EDC”), asking Brown why Plaintiff was inquiring the local union heads to disclose their donations from the April 5, 2016 election. Moreno asked Brown whether Plaintiff was doing this on behalf of Paragon Star or the EDC.

23. As another example, on or about May 24, 2016, Moreno sent an email to Denise Chisum, the City Clerk for the City of Lee’s Summit; Randy Rhoads, the mayor of the City of Lee’s Summit; Stephen Arbo, City Manager for the City of Lee’s Summit; and Rob Binney, Craig Faith, Diane Forte, Diane J. Seif, Phyllis Edson, Trish Carlyle, and Dave Mosby, each a city council member; insisting that Mr. Beaudoin be asked to step down from his position on the Charter Review Commission. Moreno expressed in his email that he was “deeply troubled” by Plaintiff’s article, published on May 23, 2016, in which Mr. Beaudoin described the contentious vote for the Mayor Pro Tem of Lee’s Summit.

24. As another example, on or about August 25, 2016, Moreno sent a text message to Flip Short, the CEO of Paragon Star, claiming that Mr. Beaudoin’s business relationship with Paragon Star complicated his decision on whether to vote for an ordinance approving the Cooperative Agreement Between the City of Lee’s Summit, the I-470 and 350 Transportation Development District and Paragon Star.

25. As another example, on or about August 27, 2016, Moreno sent an email to Brown, a member of Paragon Star and the then-Chairman of the Lee’s Summit Economic Development Council, with the subject line: “Sunshine Law Request Summary – Council Related Inquiries.” In the body of the email, Moreno stated that he was “stunned” by Mr. Beaudoin’s journalistic requests for information. He went on to state:

It is my understanding this individual is part of your team. If true, targeting all emails and attorney client privileged communication of select council members in an effort to increase public criticism of this body while your team has business before this body is stunning. Because we have had such a great dialogue, I am

giving you the benefit of the doubt that this was not authorized by your team, and necessary action is taken so that this body and our deliberation process can be done without fear of political repercussion, coercion or attacks.

26. After Moreno employed these and other improper means to interfere in the existing or continuing business relationship between Plaintiff and Paragon Star, and as a direct result of Moreno's interference, together with the interference alleged below, Paragon Star terminated its business relationship with Plaintiff in late August 2016.

27. Moreno undertook all tortious activities alleged in this petition to have interfered with Plaintiff's business relationship with Paragon Star as an agent of the City of Lee's Summit and for the purpose of benefiting or profiting the municipality in its corporate capacity.

28. Moreno also undertook all tortious activities alleged in this petition to have interfered with Plaintiff's business relationship with Paragon Star willfully, with purpose, in bad faith and with malice. None of the activities alleged in this petition to have interfered with Plaintiff's business relationship with Paragon Star fall within the proper exercise of Moreno's professional judgment.

III. David Mosby

29. On or about April 10, 2010, Mosby was elected to serve as a city councilman for the City of Lee's Summit.

30. Mosby, now and at all times relevant to the allegations in this petition, knew of the existing and probable business relationship between Plaintiff and Paragon Star.

31. Mosby, now and at all times relevant to the allegations in this petition, also knew that Mr. Beaudoin was a journalist who writes a weekly, guest opinion column in the Lee's Summit Journal.

32. Mosby, now and at all times relevant to the allegations in this petition, had no

legitimate interest, economic or otherwise, in the existing or continuing business relationship between Plaintiff and Paragon Star.

33. Mosby, now and at all times relevant to the allegations in this petition, had no definite legal right to interfere in the existing or continuing business relationship between Plaintiff and Paragon Star.

34. As shown below, Mosby employed improper means to interfere in the existing and probable continuing business relationship between Plaintiff and Paragon Star. Mosby interfered for personal reasons and displayed personal animus for Mr. Beaudoin.

35. For example, on or about August 26, 2016, Mosby send Brown an email with the subject line: "Vote manipulation." In the body of the email, Mosby wrote:

I was advised that John Beaudoin has been using sunshine law to obtain emails involving specific council members. He has been spouting on Facebook about his lust for reviewing them. I am not concerned about the emails or his sunshine law rights. However I am concerned about his connection to Paragon, Especially (sic) when combined with potential future council decision making. Is he trying to influence votes? I am of the opinion his actions could be viewed by some as extortion! Not a good feeling.

36. After Mosby employed these and other improper means to interfere in the existing or continuing business relationship between Plaintiff and Paragon Star, and as a direct result of Moreno's interference, Paragon Star terminated its business relationship with Plaintiff in late August 2016.

37. Mosby undertook all tortious activities alleged in this petition to have interfered with Plaintiff's business relationship with Paragon Star as an agent of the City of Lee's Summit and for the purpose of benefiting or profiting the municipality in its corporate capacity.

38. Mosby also undertook all tortious activities alleged in this petition to have interfered with Plaintiff's business relationship with Paragon Star willfully, with purpose, in bad

faith and with malice. None of the activities alleged in this petition to have interfered with Plaintiff's business relationship with Paragon Star fall within the proper exercise of Mosby's professional judgment.

COUNT I
Tortious Interference with Business Relation

39. To the extent they are consistent with the allegations in this Count, Plaintiff incorporates all other allegations of this Petition as though more fully set forth herein.

40. Plaintiff had a valid existing business relationship with Paragon Star, including the assurance made to him by Paragon Star that he would be compensated in exchange for his ongoing public relations and media-related services in connection with the development and construction of the Soccer Complex;

41. Defendants, and each of them, knew of the aforesaid business relationship;

42. Defendants, and each of them, intentionally interfered with the business relationship as aforesaid;

43. Defendants, and each of them, acted without justification and without a definite legal right to interfere;

44. Defendants interfered in the relationship for personal reasons, for the purpose of benefiting or profiting the municipality in its corporate capacity, and due to personal animus for Mr. Beaudoin;

45. Through improper means, as described herein, defendants induced or caused Paragon Star to terminate its relationship with Plaintiff;

46. As a result, Plaintiff was thereby damaged.

WHEREFORE Plaintiff prays that this Court enter judgment on his behalf and against Defendants for a sum of money in excess of Fifteen Thousand Dollars (\$15,000.00) for actual damages, punitive damages, for the cost of this action, and such other and further relief as this Court may deem just and proper.

PLAINTIFF RESPECTFULLY DEMANDS TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

Respectfully submitted,

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/s/ Gene P. Graham, Jr.

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