

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

WCS CATERING, LLC,)
Plaintiff and Counterclaim Defendant,)
v.)
ST. LOUIS ASSOCIATION OF)
COMMUNITY ORGANIZATIONS,)
Defendant and Counterclaimant,)
THE CITY OF SAINT LOUIS,)
Defendant,)
KEVIN MCKINNEY,)
KEITH A. WILLIS, SR.,)
KEITH A. WILLIS, SR.)
CONSULTANTS, LLC,)
STEVE WALLACE,)
SLACO NEIGHBORHOOD)
DEVELOPMENT, LLC,)
Crossclaim Defendants.)

Cause No.: 2522-CC09530

Division: 1

ANSWER TO SLACO'S COUNTERCLAIM/CROSSCLAIM PETITION

COMES NOW Counterclaim Defendant WCS Catering, LLC ("WCS") and answers the Counterclaim and Crossclaim petition of defendant St. Louis Association of Community Organizations as follows:

1. WCS admits the allegations in Paragraph 1.
2. WCS admits the allegations in Paragraph 2.
3. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 3 and

therefore denies those allegations.

4. WCS admits the allegations in Paragraph 4.

5. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 5 and therefore denies those allegations.

6. WCS admits the allegations in Paragraph 6.

7. WCS admits the allegations in Paragraph 7.

8. WCS generally admits the allegations in Paragraph 8 and WCS denies certain events alleged by SLACO in its petition occurred.

9. WCS admits the allegations in Paragraph 9.

10. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 10 and therefore denies those allegations.

11. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 11 and therefore denies those allegations.

12. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 12 and therefore denies those allegations.

13. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 13 and therefore denies those allegations.

14. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 14 and therefore denies those allegations.

15. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 15 and therefore denies those allegations.

16. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 16 and therefore denies those allegations.

17. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 17 and therefore denies those allegations.

18. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 18 and therefore denies those allegations.

19. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 19 and therefore denies those allegations.

20. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 20 and therefore denies those allegations.

21. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 21 and therefore denies those allegations.

22. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 22 and therefore denies those allegations.

23. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 23 and therefore denies those allegations.

24. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 24 and therefore denies those allegations.

25. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 25 and therefore denies those allegations.

26. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 26 and therefore denies those allegations.

27. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 27 and therefore denies those allegations.

28. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 28 and

therefore denies those allegations.

29. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 29 and therefore denies those allegations.

30. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 30 and therefore denies those allegations.

31. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 31 and therefore denies those allegations.

32. WCS admits the allegations in Paragraph 32.

33. WCS denies the allegations in Paragraph 33 that Steve Wallace has been a friend or associate of McKinney as Steve Wallace understands the term “friend” and the term “associate” to mean. WCS admits that McKinney was merely an acquaintance of Steve Wallace. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 33 that McKinney was a friend or associate of Willis and therefore denies those allegations.

34. WCS denies the allegations in Paragraph 34 that WCS and/or Steve Wallace worked with McKinney and/or Willis to use either’s position(s) and/or influence at SLACO to unlawfully profit from payment of any funds from SLACO.

35. WCS denies the allegations in Paragraph 35 that WCS and/or Steve Wallace in or around February 2023 conspired with either Willis or Willis, LLC to enter WCS and SLACO into the purported lawn care services agreement attached as Exhibit 2. WCS admits agreeing without knowledge as to any unlawfulness of such agreement in or about March 2024 with SLACO through Kevin McKinney to contract for WCS to engage in lawn mowing services.

36. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 36 as to

the alleged conduct of any parties described in Paragraph 36 and therefore denies those allegations. WCS specifically denies any knowledge that WCS and/or Steve Wallace failed to comply with any legally mandated process and that the “purported agreement” was executed without full knowledge, oversight, and/or approval of SLACO’s board. WCS and Steve Wallace lack knowledge that SLACO’s contract with WCS was “secretly” awarded to WCS and therefore deny the same.

37. WCS denies that the “purported contract” is bizarre because the contract does not contain more specific terms than stated therein. WCS asserts that the contract was drafted by SLACO and not by WCS or Steve Wallace.

38. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 38 that McKinney was the only SLACO representative who had knowledge of the contract prior to its execution and therefore denies those allegations. WCS admits the allegations in Paragraph 38 that McKinney was the only SLACO representative to sign the contract.

39. WCS specifically denies the allegation in Paragraph 39 that both WCS and Steve Wallace had no prior experience in the lawn care industry. WCS admits the allegation in Paragraph 39 that the contract was executed on March 30, 2024 and that Wallace did not obtain a lawncare business license afterward until June 1, 2024.

40. WCS admits in part and deny in part the allegations in Paragraph 40 that WCS and Steve Wallace were not lawn care business licenses in the City of Saint Louis prior to June 1, 2024 but denies that WCS and/or Steve Wallace unlawfully performed lawn care services per the “agreement” prior to June 1, 2024.

41. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 41 including and therefore denies those allegations.

42. WCS denies the allegations in Paragraph 42 that the amounts paid to WCS and/or Steve Wallace were inflated, exorbitantly or otherwise. WCS denies the allegations in Paragraph 42 that SLACO paid the amounts alleged in Paragraph 42 to WCS and/or Steve Wallace.

43. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 43 with regard to any parties referenced therein other than WCS and therefore denies the allegations in Paragraph 43 with regard to any parties other than WCS and Steve Wallace. WCS specifically denies any allegations in Paragraph 43 with regard to WCS and with regard to Steve Wallace.

44. WCS specifically denies that any of the terms of the purported agreement were either improper, unauthorized, or manifestly one-sided, and deny that Wallace or WCS were paid for any lawn care services for which they were “previously paid” as alleged in Paragraph 44.

45. WCS admits in part and denies in part the allegations in Paragraph 45. WCS admits that WCS worked with Willis related to the KIC initiative. WCS specifically denies that Steve Wallace worked with Willis related to the KIC initiative other than acting for WCS as its member. WCS specifically denies that any local “Youth Ambassadors” from SLACO’s KIC Initiative provided all or nearly all of the lawn care services that WCS billed to SLACO.

46. WCS lacks knowledge necessary to admit the allegations in Paragraph 46 that the referenced “Youth Ambassadors” were paid directly by SLACO at an hourly rate that was considerably higher than all other Youth Ambassadors in the SLACO KIC program and therefore denies those allegations.

47. WCS specifically denies the allegations in Paragraph 47 that any of WCS’s or Steve Wallace’s actions were unlawful and that any motivations of WCS and/or Steve Wallace were improper. WCS specifically denies the allegations in Paragraph 47 that the referenced “Youth

Ambassadors” would physically conduct all or nearly all of the mowing and lawn maintenance services and the related projects.”

48. WCS specifically denies that either WCS or Steve Wallace would submit false invoices to McKinney, specifically denies that WCS or Steve Wallace submitted any invoices to McKinney claiming that WCS or Wallace had completed lawn care services that WCS had not completed, and specifically denies WCS or Steve Wallace demanding payment for any services not provided for by WCS.

49. WCS lacks knowledge related to McKinney’s alleged seeking approval of WCS invoices and therefore denies that McKinney would secretly approve WCS’s invoices without the knowledge, approval, or authorization of the full board or the executive board of directors, whether as required by SLACO’s governing bylaws or otherwise and therefore denies the allegations in Paragraph 49 of McKinney’s alleged secretly approving any WCS invoice. WCS lacks knowledge related to McKinney’s alleged payment of WCS’s invoices without the knowledge, approval, or authorization of the full board of the executive board of directors, whether as required by SLACO’s governing bylaws or otherwise and therefore deny the allegations in Paragraph 49 of McKinney’s secretly paying WCS invoices.

50. WCS specifically denies the allegations in Paragraph 50 that SLACO would be unable to identify any “City lots that actually received lawn care services from Wallace and WSC” pursuant to the “purported agreement.”

51. WCS lacks knowledge regarding knowledge of SLACO’s board related to any allegation(s) in Paragraph 51 and therefore denies those allegations. WCS specifically denies any allegation in Paragraph 51 that either WCS or Steve Wallace knowingly violated federal law, billed SLACO for any inflated sum, and/or billed SLACO for any services not provided by WCS.

52. WCS specifically denies the allegations in Paragraph 52 that either WCS or Steve Wallace unlawfully gained from WCS's lawn care services, specifically denies either WCS or Steve Wallace fraudulently obtained any funds. WCS lacks sufficient knowledge with regard to any other parties referenced in Paragraph 52 necessary to admit the allegations in Paragraph 52 about any party other than WCS and Steve Wallace and therefore denies the allegations in Paragraph 52 about any other parties referenced therein.

53. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 53 and therefore denies the allegations in Paragraph 53.

54. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 54 and therefore denies the allegations in Paragraph 54.

55. WCS specifically denies the allegations in Paragraph 55 that either WCS and/or Steve Wallace used any fraud or deceit, whether to personally benefit themselves or otherwise. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 55 with regard to any other parties referenced in Paragraph 55 and therefore denies those allegations.

56. WCS specifically denies the allegations in Paragraph 56 that due to any action of either WCS or Steve Wallace that SLACO suffered financial losses, substantial or otherwise. WCS lacks knowledge with regard to whether any action(s) of other parties referenced in Paragraph 56 caused any financial loss to SLACO and therefore denies those allegations.

57. WCS specifically denies the allegations in Paragraph 57 that any action by WCS and/or Steve Wallace caused any harm to SLACO, reputational or otherwise. WCS lacks sufficient knowledge necessary to admit the other allegations in Paragraph 57 and therefore denies those allegations.

WHEREFORE, WCS pray that this Court deny entry of any damages to SLACO under any of its counts.

ANSWER TO COUNT I

58. WCS re-states each of their answers to the allegations set forth in Paragraphs 1-57 in response to Paragraph 58.

59. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 59 and therefore denies those allegations.

60. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 60 and therefore denies those allegations.

61. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 61 and therefore denies those allegations.

62. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 62 and therefore denies those allegations.

63. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 63 and therefore denies those allegations.

WHEREFORE WCS and Steve Wallace pray that this Court deny the relief requested in Count I including denying the entry of any judgment in favor of SLACO for Count I.

ANSWER TO COUNT II

64. WCS re-states each of its answers to the allegations set forth in Paragraphs 1-63 in response to Paragraph 64.

65. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 65 and therefore denies those allegations.

66. WCS specifically denies the allegations in Paragraph 66 that either WCS or Steve Wallace

conspired or agreed with another party to defraud SLACO, whether through an unlawful lawn care services business or otherwise, and specially denies that either WCS or Steve Wallace engaged in any conduct designed to improperly obtain funds from SLACO. WCS lacks sufficient knowledge necessary to admit the allegations with regard to other parties referenced in Paragraph 66 and therefore denies the same.

67. WCS specifically denies the allegations in Paragraph 67 that either WCS or Steve Wallace engaged in any communications or conduct in furtherance of any unlawful conspiracy including “secretly entering SLACO into an inflated and improperly awarded services agreement,” engaged in any concealing of WCS’s contract from SLACO’s board of directors, arranged for “youth ambassadors” to perform lawn care services for which WCS submitted false invoices, and caused SLACO to double-pay for lawn care services. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 67 regarding other parties referenced in Paragraph 67 and therefore denies those allegations.

68. WCS specifically denies the allegations in Paragraph 68 that either WCS or Steve Wallace acted with any intent, specific or otherwise, to defraud SLACO and that either WCS or Steve Wallace acted with any intent, specific or otherwise, to unlawfully enrich themselves at SLACO’s expense. WCS lacks sufficient knowledge necessary to admit the allegations regarding other parties referenced in Paragraph 68 and therefore denies those allegations.

69. WCS specifically denies the allegations in Paragraph 69 that SLACO suffered financial damages, substantial or otherwise, as a result of any communications or conduct of WCS or Steve Wallace. WCS lacks sufficient knowledge with regard to allegations in Paragraph 69 relating to any other party referenced in Paragraph 69 and therefore denies those allegations.

WHEREFORE, WCS prays that this Court deny the relief requested in Count II including deny relief finding that any party referenced in Count II engaged in a civil conspiracy to defraud SLACO and deny relief finding any party referenced in Count II be found jointly and severally liable for any Count under which any of the defendants if found liable and for any damages awarded against any one of the defendants.

ANSWER TO COUNT III

70. WCS re-states each of its answers to the allegations set forth in Paragraphs 1-69 in response to Paragraph 70.

71. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 71 and therefore denies those allegations.

72. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 72 and therefore denies those allegations.

73. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 73 and therefore denies those allegations.

74. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 74 and therefore denies those allegations.

75. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 75 and therefore denies those allegations.

76. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 76 and therefore denies those allegations.

WHEREFORE, WCS prays that this Court deny the relief requested in Count III for judgment against Kevin McKinney on Count III.

ANSWER TO COUNT IV

77. WCS re-states each of its answers to the allegations set forth in Paragraphs 1-76 in response to Paragraph 77.

78. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 78 and therefore denies those allegations.

79. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 79 and therefore denies those allegations.

80. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 80 and therefore denies those allegations.

81. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 81 and therefore denies those allegations.

82. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 82 and therefore denies those allegations.

83. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 83 and therefore denies those allegations.

84. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 84 and therefore denies those allegations.

85. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 85 and therefore denies those allegations.

86. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 86 and therefore denies those allegations.

WHEREFORE, WCS and Steve Wallace pray that this Court deny the relief request in Count IV including denying judgment against McKinney.

ANSWER TO COUNT V

87. WCS re-states each of its answers to the allegations set forth in Paragraphs 1-86 in response to Paragraph 87.

88. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 88 and therefore denies those allegations.

89. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 89 and therefore denies those allegations.

90. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 90 and therefore denies those allegations.

91. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 91 and therefore denies those allegations.

92. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 92 and therefore denies those allegations.

93. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 93 and therefore denies those allegations.

94. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 94 and therefore denies those allegations.

WHEREFORE, WCS prays that this Court deny the relief requested in Count V including deny entry of a judgment against McKinney.

ANSWER TO COUNT VI

95. WCS re-states each of its answers to the allegations set forth in Paragraphs 1-94 in response to Paragraph 95.

96. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 96 and

therefore denies those allegations.

97. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 97 and therefore denies those allegations.

98. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 98 and therefore denies those allegations.

99. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 99 and therefore denies those allegations.

100. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 100 and therefore denies those allegations.

101. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 101 and therefore denies those allegations.

102. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 102 and therefore denies those allegations.

103. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 103 and therefore denies those allegations.

104. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 104 and therefore denies those allegations.

WHEREFORE, WCS prays that this Court deny the relief requested in Count VI including denying entry of judgment against McKinney.

ANSWER TO COUNT VII

105. WCS re-states each of their answers to the allegations set forth in Paragraphs 1-104 in response to Paragraph 105.

106. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph

106 and therefore denies those allegations.

107. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 107 and therefore denies those allegations.

108. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 108 and therefore denies those allegations.

109. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 109 and therefore denies those allegations.

110. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 110 and therefore denies those allegations.

111. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 111 and therefore denies those allegations.

WHEREFORE, WCS prays that this Court deny the relief requested in Count VII including denying entry of judgment against Willis and Willis, LLC.

ANSWER TO COUNT VIII

112. WCS re-states each of its answers to the allegations set forth in Paragraphs 1-111 in response to Paragraph 112.

113. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 113 and therefore denies those allegations.

114. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 114 and therefore denies those allegations.

115. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 115 and therefore denies those allegations.

116. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph

116 and therefore denies those allegations.

117. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 117 and therefore denies those allegations.

118. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 118 and therefore denies those allegations.

119. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 119 and therefore denies those allegations.

120. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 120 and therefore denies those allegations.

121. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 121 and therefore denies those allegations.

WHEREFORE, WCS prays that this Court deny the relief requested in Count VIII including denying entry of judgment against Willis and Willis LLC.

ANSWER TO COUNT IX

122. WCS re-states each of its answers to the allegations set forth in Paragraphs 1-121 in response to Paragraph 122.

123. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 123 and therefore denies those allegations.

124. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 124 and therefore denies those allegations.

125. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 125 and therefore denies those allegations.

126. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph

126 and therefore denies those allegations.

127. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 127 and therefore denies those allegations.

128. WCS lacks sufficient knowledge necessary to admit the allegations in Paragraph 128 and therefore denies those allegations.

129. WCS lack sufficient knowledge necessary to admit the allegations in Paragraph 129 and therefore denies those allegations.

WHEREFORE, WCS prays that this Court deny the relief requested in Count IX including denying entry of a judgment against Willis and Willis LLC.

ANSWER TO COUNT X

130. WCS re-states each of their answers to the allegations set forth in Paragraphs 1-129 in response to Paragraph 130.

131. WCS admits the allegation in Paragraph 131 that SLACO alleges a Count for Fraud but denies the allegations contained therein and asserts that SLACO has failed to plead facts establishing that Steve Wallace is a properly named party to Count X.

132. WCS specifically denies the allegations in Paragraph 132 that Steve Wallace and/or WSC made any material misrepresentation or omission to SLACO or to its board of directors, specifically denies WCS or Steve Wallace's submitted any falsified invoice, specifically denies WCS and/or Steve Wallace concealing any conflict of interest, specifically denies WCS and/or Steve Wallace omitting material information regarding unauthorized financial obligations either created for SLACO.

133. WCS specifically denies the allegations in Paragraph 133 that Steve Wallace knew of

the falsity of any representation or omission made by either party and denies any alleged misrepresentation or omission was material at the time it was made.

134. WCS specifically denies the allegations in Paragraph 134 that WCS and/or Steve Wallace made any misrepresentation or omission with the intent that SLACO and/or its board would rely upon them.

135. WCS specifically denies the allegations in Paragraph 135 that SLACO relied upon any misrepresentation or omission by WCS or Steve Wallace to SLACO's financial or reputational detriment or otherwise.

136. WCS specifically denies the allegations in Paragraph 136 that SLACO sustained damages, in excess of \$25,000.00 or in a lesser amount as a direct and proximate result of Steve Wallace's and/or WCS's actions.

WHEREFORE, WCS prays that this Court deny the relief requested in Count X including denying entry of judgment against Wallace and/or WCS and deny any other relief in Count X.

ANSWER TO COUNT XI

137. WCS re-states each of its answers to the allegations set forth in Paragraphs 1-136 in response to Paragraph 137.

138. WCS admits the allegations in alleged in Paragraph 138 that SLACO alleges a count of unjust enrichment but denies the allegations contained therein and asserts that SLACO failed to plead facts establishing that Steven Wallace may be a properly named party in Count XI.

139. WCS and Steve Wallace specifically deny the allegations in Paragraph 139 that SLACO conferred a benefit upon Steve Wallace and/or WSC through payment of funds that WCS was not owed. WCS specifically denies the allegations in Paragraph 140 that SLACO

conferred a benefit upon Steve Wallace and/or WCS that they were not owed. WCS specifically denies the allegations in Paragraph 139 that WCS or Steve Wallace improperly caused SLACO to pay them funds without the authorization, knowledge, or approval of SLACO's board of directors or executive board.

140. WCS denies the allegations in Paragraph 140 that Wallace and/or WCS received substantial monetary benefits and compensation from SLACO through either unauthorized payments, misappropriated funds, or improper financial transactions.

141. WCS denies the allegations in Paragraph 141, specifically denying that either Wallace or WCS failed to earn funds or benefits referenced in Paragraph 141 and specifically denies that WCS and Steve Wallace completed none, or nearly none, of for which either received compensation.

142. WCS denies the allegations in Paragraph 142, specifically denying that either named party obtained benefits through either misconduct, misrepresentation, breach of duty, violation of SLACO's governing bylaws, and/or any actions taken without proper authorization.

143. WCS is unable to understand which specific payments SLACO is referring to in Paragraph 143 and therefore deny the allegations in Paragraph 143 that either party appreciated and/or recognized the provision of "said payments" as a benefit to either party.

144. WCS admits that WCS received some funds from SLACO but in an amount far less than WCS was owed. WCS is unable to understand the scope of "these substantial benefits" alleged in Paragraph 144 and therefore denies that Wallace and WCS "accepted and retained these substantial benefits."

145. WCS is unable to understand the scope of the "benefits" referred to in Paragraph 145

and therefore denies the allegations in Paragraph 145 that SLACO conferred “these benefits” based on a reciprocal promise that Wallace and WSC failed to fulfill, specifically denies that WCS or Steve Wallace charged SLACO for completing any work neither WCS nor Steve Wallace had performed, and denies that it would be either unjust or unequitable to allow Wallace and WSC to retain any benefits SLACO conferred upon either party.

146. WCS specifically denies the allegations in Paragraph 146 that as a direct and proximate result of Wallace’s and/or WSC’s actions, SLACO has sustained damages, either in excess of \$25,000.00 or in a lesser amount.

WHEREFORE, WCS prays that this Court deny the relief requested in Count XI, including denial of judgment against either Steve Wallace or WSC in any amount.

ANSWER TO COUNT XII

147. WCS re-states each of its answers to the allegations set forth in Paragraphs 1-146 in response to Paragraph 147.

148. WCS admits the allegations in Paragraph 148 that SLACO alleges a claim for Quantum Meruit but denies the allegations in Count XII and asserts that SLACO has failed to plead facts that establish that Steve Wallace is a properly named party to Count XII.

149. WCS specifically denies the allegations in Paragraph 149 that SLACO has fully satisfied any compensation SLACO owed to WCS and/or Steve Wallace for services provided.

150. WCS specifically denies the allegations in Paragraph 150 that Wallace and/or WSC has been paid any amount in excess of the reasonable services provided by WCS to SLACO.

151. WCS specifically denies the allegations in Paragraph 151 that SLACO is entitled to recover any funds from either WCS or Steve Wallace.

152. WCS specifically denies the allegations in Paragraph 152 that allowing Wallace

and/or WCS to retain funds SLACO paid, specifically denies that SLACO paid any excess compensation, specifically denies that either WCS or Steve Wallace obtained funds from SLACO through either misconduct, unlawful conduct, breach of duty, violation of SLACO's governing bylaws, or any other actions taken without proper authorization or knowledge of SLACO's governing boards.

153. WCS specifically denies the allegations in Paragraph 153 that SLACO conferred any benefit based on any reciprocal promise that Steve Wallace or WCS failed to fulfill, specifically denies that WCS received any monies from SLACO in excess of reasonable amounts that WCS had completed, and specifically denies that it would be either unjust or inequitable to allow Wallace and/or WCS to retain any benefit SLACO conferred on either party.

154. WCS specifically denies the allegations in Paragraph 154 that SLACO has sustained any damages as a result of either WCS's or Steve Wallace's action, whether in excess of \$25,000.00 or a lesser amount.

WHEREFORE, WCS prays that this Court deny any relief requested in Count XII, including denying any judgment against WCS or against Steven Wallace.

AFFIRMATIVE DEFENSES

WCS asserts the affirmative defense of full performance in that it performed all contractual duties per its contract with SLACO for lawn care services. WCS asserts the affirmative defense that it lacked any knowledge that SLACO's executive director lacked authority to contract with WCS on behalf of SLACO. WCS asserts the affirmative defense that it at all times acted in good faith with respect to its contract with SLACO for lawn care services. WCS asserts the affirmative defense that it billed SLACO for no services that WCS did not cause to be provided and did not bill SLACO in an unreasonably high amount for any services.

