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

WCS CATERING LLC, Plaintiff, v. ST. LOUIS ASSOCIATION OF COMMUNITY ORGANIZATIONS, and CITY OF ST. LOUIS, Defendants.	)	Case No. 2522-CC09530

MOTION TO DISMISS

COMES NOW Defendant City of St. Louis ("City"), by and through its undersigned counsel, and pursuant to Rule 55.27(a)(6) of the Missouri Rules of Civil Procedure, moves to dismiss Plaintiff's Petition against City for failure to state a claim upon which relief may be granted. In support thereof, City states as follows:

1. In its Petition, Plaintiff asserts two claims against City: one of unjust enrichment (Count II) and one of quantum meruit (Count III).

2. Section 432.070 precludes implied contract claims against Missouri public entities like City.[1]

3. Unjust enrichment and quantum meruit are both implied contract causes of

[1] Section 432.070 reads in full:
No county, city, town, village, school township, school district or other municipal corporation shall make any contract, unless the same shall be within the scope of its powers or be expressly authorized by law, nor unless such contract be made upon a consideration wholly to be performed or executed subsequent to the making of the contract; and such contract, including the consideration, shall be in writing and dated when made, and shall be subscribed by the parties thereto, or their agents authorized by law and duly appointed and authorized in writing.

action. *See Mays-Maune & Assocs., Inc. v. Werner Bros.*, 139 S.W.3d 201, 208 (Mo. Ct. App. 2004) ("The plaintiff's claim against the school district is for unjust enrichment, which is a theory of implied contract."); *Goodyear v. Junior Coll. Dist. of St. Louis*, 540 S.W.2d 621, 621 (Mo. App. 1976) ("Missouri courts have uniformly interpreted this statute to preclude recovery . . . on quantum meruit or any theory of implied contract.")

4. Section 432.070 imposes strict formal requirements that must be satisfied to impose contractual liability on a Missouri public entity. *Goodyear v. Junior Coll. Dist. of St. Louis*, 540 S.W.2d 621, 621 (Mo. App. 1976) ("The requirements of Section 432.070 are mandatory and not merely directory.").

5. The statute applies to implied contract claims as well as enforcement of express contracts.

6. Section 432.070 "preclude[s] recovery against a [public entity] on any theory of implied contract." *Mays-Maune*, 139 S.W.3d at 208 (citing *Strain-Japan R-16 Sch. Dist. v. Landmark Sys., Inc.*, 51 S.W.3d 916, 922 (Mo. Ct. App. 2001)); *see also Goodyear*, 540 S.W.2d at 621 ("Missouri courts have uniformly interpreted this statute to preclude recovery . . . on quantum meruit or any theory of implied contract.").

7. The reasoning behind this makes sense; if claimants who failed to satisfy Section 432.070 could simply pursue their claims on an implied contract theory, the statute would be of no effect. It is no surprise then that "Missouri courts have uniformly" rejected such claims. *Goodyear*, 540 S.W.2d at 621.

8. Time and again, Missouri courts have rejected implied contract claims against public entities on the basis of the statutory requirement that contracts with such entities be in writing and strictly follow the statute's formalities. In *Spiegel v. Ferguson-Florissant*

Sch. Dist., 625 S.W.3d 800 (Mo. Ct. App. 2021), the Court of Appeals surveyed the case law and again reaffirmed this "long-settled principle."

> While the equitable remedy of promissory estoppel is firmly established in Missouri jurisprudence, it also has been a long-settled principle in Missouri that public entities "cannot be made liable, either on the theory of estoppel or implied contract, by reason of the accepting and using of the benefits derived from void contracts." The Lamar Co., LLC, 512 S.W.3d at 792 (internal quotation omitted); see also Howard Cnty. Ambulance Dist. v. City of Fayette, 549 S.W.3d 1, 5 (Mo. App. W.D. 2018) (internal citations omitted). More simply stated, while the equitable remedy of promissory estoppel is a tool courts may use to remedy an injustice between privately contracting parties, promissory estoppel is not in the court's toolbox when a private party asks the court to apply the principle of promissory against a governmental entity for contracts that violate Section 432.070. See Howard Cnty. Ambulance Dist., 549 S.W.3d at 6 (citing The Lamar Co., LLC, 512 S.W.3d at 795). As our fellow justices in the Western District have held, "Section 432.070's purpose is to protect [public entities]. Thus, the provision has been interpreted by Missouri courts to preclude recovery against [public] entities on any theory of implied contract." Septagon Constr. Co. Inc., 521 S.W.3d at 626 (internal citations omitted); see also Epice Corp., 608 S.W.3d at 728 (internal citations omitted) (noting where a contract was void for failing to meet the written agreement requirement of Section 432.070 that "recovery is precluded on any theory of implied contract—such as unjust enrichment or quantum meruit—and any attempt to recover based on a theory of estoppel"). Further, "[t]he fact that a [public] entity has received the benefit of a plaintiff's performance does not make it liable on the theory of implied contract." Id. (internal citation omitted); see also Ballman, 459 S.W.3d at 467 (internal citation omitted) ("[E]quitable remedies such as estoppel are not available to overcome the requirements of [Section] 432.070, even where the [public] entity has received the benefit of the other party's performance."). Summarily, "there is no reasoned authority for the proposition that [the] doctrine of equitable estoppel can be employed to enforce a municipal contract that is void ab initio pursuant to [S]ection 432.070, even in the face of 'exceptional circumstances.' " Howard Cnty. Ambulance Dist., 549 S.W.3d at 6 (quoting The Lamar Co. LLC, 512 S.W.3d at 795).
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> Even where the contract at issue is not void ab initio, "[t]he 'doctrine of equitable estoppel is rarely applied in cases involving a governmental

entity, and then only to avoid manifest injustice.' " Taveau, 481 S.W.3d at 23 (quoting Lalani v. Dir. of Revenue, 452 S.W.3d 147, 149 (Mo. banc 2014)). Further, none of the cases cited by Spiegel showed a private party asserting equitable estoppel against a public entity on the basis of a contract in violation of Section 432.070. See Muncy v. City of O'Fallon, 145 S.W.3d 870, 873 (Mo. App. E.D. 2004) (finding no exceptional circumstances existed where the city refused to return legal title of property to vendors following completion of a highway construction project on basis of a real estate contract void under Section 432.070); Watson v. City of St. Louis, 956 S.W.2d 920, 922 (Mo. App. E.D. 1997) (finding no exceptional circumstances existed where mobile home park tenants challenged the city's condemnation based on promises void under Section 432.070); see also Murrell v. Wolff, 408 S.W.2d 842, 851 (Mo. 1966) (not addressing any violation of Section 432.070 in finding exceptional circumstances justified applying equitable estoppel to prevent the enforcing a belatedly-enacted zoning ordinance). Rather, The Lamar Co., LLC specifically analyzed and rejected all of those prior cases in light of more recent Supreme Court rulings: "In short, there is no reasoned authority for the proposition that the doctrine of equitable estoppel can be employed to enforce a municipal contract that is void ab initio pursuant to section 432.070, even in the face of 'exceptional circumstances.' Though Muncy and Watson mistakenly stated to the contrary, they did so in error, and should not be cited for this proposition." The Lamar Co., LLC, 512 S.W.3d at 795-96 (internal citations omitted).

Missouri jurisprudence precludes Spiegel from holding the School District liable on its obligations emanating from a contract that is void under Section 432.070—either at law or under a theory of equitable relief, including promissory estoppel. See Howard Cnty. Ambulance Dist., 549 S.W.3d at 6 (citing The Lamar Co., LLC, 512 S.W.3d at 795); see also Epice Corp., 608 S.W.3d at 728; Rail Switching Servs., Inc., 533 S.W.3d at 262 (citing Ballman, 459 S.W.3d at 468); Septagon Constr. Co. Inc., 521 S.W.3d at 626. As in Ballman, we are cognizant that strict application of Section 432.070 will at times yield harsh and unfair results. Yet this harshness must be balanced against the recognized purpose of Section 432.070, which is to protect the public interest. Until the Missouri legislature determines otherwise, we are duty bound to treat contracts between a governmental entity and a private party differently than a contract between private parties. See Ballman, 459 S.W.3d at 468 (internal citations omitted). We will strictly enforce compliance with all mandatory statutes where the purpose is to protect public entities and, in turn, the public itself. See id.; see also

Epice Corp., 608 S.W.3d at 728; Howard Cnty. Ambulance Dist., 549 S.W.3d at 6; Rail Switching Servs., Inc., 533 S.W.3d at 262; The Lamar Co., LLC, 512 S.W.3d at 796.

Id. at 813-14.

9. Plaintiff asserts only implied contract claims against City, and these claims are unambiguously barred by Missouri statute and case law and for these reasons, Plaintiff has failed to state a claim upon which relief may be granted and this cause against City must be dismissed.

WHEREFORE, Defendant City of St. Louis respectfully requests that the Court enter judgment in favor of Defendant and against Plaintiff.

Respectfully submitted,

MICHAEL A. GARVIN,
CITY COUNSELOR

/s/ Katherine E. Hummel
Katherine E. Hummel #62969
Assistant City Counselor
1200 Market Street
City Hall, Room 314
St. Louis, MO 63103
Phone: 314-622-3366
HummelK@stlouis-mo.gov
Attorney for Defendant City of St. Louis

CERTIFICATE OF SERVICE

I certify that on November 21, 2025, the foregoing was served on all counsel of record via the Court's electronic filing system.

/s/ Katherine E. Hummel