

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

WSC Catering, LLC)

Plaintiff,)

Cause No.: 2522-CC09530

ST. LOUIS ASSOCIATION OF
COMMUNITY ORGANIZATIONS
and)

Division:

THE CITY OF SAINT LOUIS
Defendants.)

DEFENDANT ST. LOUIS ASSOCIATION OF COMMUNITY ORGANIZATIONS'
ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW, Defendant St. Louis Association of Community Organizations (“SLACO”), by and through its undersigned counsel, and for its Answer and Affirmative Defenses to Plaintiff’s Petition for Damages, and states the following in support of the same:

INTRODUCTION

1. SLACO lacks sufficient information to admit or deny the allegation contained in Paragraph 1 and, therefore, denies the same.
2. Admitted.
3. Admitted.
4. SLACO is currently without sufficient information to admit or deny the jurisdiction of the Court and, therefore, denies the same.
5. Admitted.
6. SLACO lacks sufficient information to admit or deny the allegation contained in Paragraph 6 and, therefore, denies the same.

7. Denied.
8. Denied.
9. SLACO admits only that it does not currently dispute that Kevin McKinney signed a document with Plaintiff. SLACO denies all other allegations contained in paragraph 9.
10. SLACO is without sufficient information to admit or deny the date on which Steve Wallace actually signed the document titled “mowing agreement” and therefore denies the same. To the extent a further response is required, SLACO denies the allegations contained in paragraph 10.
11. SLACO states that “Exhibit 1” to the Petition is a document that speaks for itself and no further response is required. To the extent further answer is required, SLACO denies the same.
12. Denied.
13. Denied.
14. SLACO admits only that Plaintiff received SLACO funds. SLACO denies that it authorized or knowingly made these payments to Plaintiff, or that Plaintiff provided any mowing services to SLACO for which it has not already been reimbursed, and that SLACO owes any funds to Plaintiff.
15. Denied.
16. Denied.
17. Paragraph 17 contains a purported recitation of law, to which no response is required. To the extent further response is required, SLACO denies the same.
18. Denied.
19. Denied.
20. Denied.

21. Denied.
22. Denied.
- a. SLACO Denies that Plaintiff is entitled to the relief requested in the “WHEREFORE” paragraph appearing on page 4 of the Petition, and requests the Court deny the same.
23. Denied.
24. Denied.
25. Denied.
26. Paragraph 26 contains a purported recitation of law, to which no response is required. To the extent further response is required, SLACO denies the same.
27. Denied.
28. Denied.
29. Denied.
- a. SLACO Denies that Plaintiff is entitled to the relief requested in the “WHEREFORE” paragraph appearing on page 5 of the Petition, and requests the Court deny the same.
30. Denied.
31. Paragraph 31 contains a purported recitation of law, to which no response is required. To the extent further response is required, SLACO denies the same.
32. Denied.
33. Denied.
34. SLACO lacks sufficient information to admit or deny the allegations contained in paragraph 34 and, therefore, denies the same.

a. SLACO Denies that Plaintiff is entitled to the relief requested in the “WHEREFORE” paragraph appearing on page 6 of the Petition, and requests the Court deny the same.

AFFIRMATIVE DEFENSES TO THE PETITION

Comes now, Defendant SLACO, and hereby asserts the following affirmative defenses to the Petition for Damages:

First Affirmative Defense: Illegality

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts the affirmative defense of illegality in that the purported contract giving rise to Plaintiff’s action was unlawful and illegal in that it was entered into with the knowledge, approval, oversight, and authorization of SLACO’s executive board or board of directors as required by SLACO’s governing bylaws, and in violation of federal regulation, including 2 CFR 200.302 and 24 CFR 570.502(a)(7)(ii), among others.

Second Affirmative Defense: Fraud

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts the affirmative defense of fraud in that Plaintiff, together with at least two former SLACO employees who were also aware of the requirements of SLACO’s governing bylaws, intentionally and fraudulently attempted to bind SLACO to an unlawful contract by knowingly concealing and withholding the improper agreement and its details from the knowledge, approval, oversight, and authorization of SLACO’s executive board and full board of directors in violation of the corporate bylaws and federal regulation, and unjustly benefitted from the same.

Third Affirmative Defense: Unclean Hands

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts the affirmative defense of fraud in that Plaintiff, together with at least two former SLACO employees who were also aware of the requirements of SLACO's governing bylaws, intentionally and fraudulently attempted to bind SLACO to an unlawful contract by knowingly concealing and withholding the improper agreement and its details from the knowledge, approval, oversight, and authorization of SLACO's executive board and full board of directors in violation of the corporate bylaws and federal regulation, and unjustly benefitted from the same. Thus, this misconduct by Plaintiff is the very source of the purported rights Plaintiff now seeks to assert.

Fourth Affirmative Defense: Laches

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts the affirmative defense of laches in that Plaintiff has waited an unreasonable amount of time to assert claims relating to mowing services it allegedly conducted in the summer of 2024.

Fifth Affirmative Defense: Lack of Consideration

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts the affirmative defense of lack of consideration in that the purported contract fails to define the specific performance or services to be provided by Plaintiff and the specific fees to be paid by SLACO as consideration for these services. Pursuant to Missouri Supreme Court Rule 55.12 and § 509.130 R.S.Mo. "An exhibit to a pleading is a part thereof for all purposes." Specifically, the purported contract and Exhibits A and B to the purported contract, which Plaintiff submitted as separate exhibits, fail to identify any particular properties that Plaintiff would be obligated to mow under the agreement, or the fees and fee schedule that SLACO would be obligated to pay under the agreement for Plaintiff's unidentified future services. In effect, the purported contract would

obligate SLACO to pay Plaintiff an unknown and unidentifiable sum for providing any portion of services or no services at all. Therefore, the purported agreement lacks sufficient consideration to form a valid contract and is unenforceable on its face.

Sixth Affirmative Defense: Illusory Contract

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts the affirmative defense of illusory contract in that the purported contract fails to define the performance or specific services to be provided by Plaintiff as well as the specific payment obligations to be rendered by SLACO. Pursuant to Missouri Supreme Court Rule 55.12 and § 509.130 R.S.Mo. “An exhibit to a pleading is a part thereof for all purposes.” Specifically, the purported contract and Exhibits A and B to the purported contract, which Plaintiff submitted as separate exhibits, fail to identify any particular properties that Plaintiff would be obligated to mow under the agreement, or the fees and fee schedule that SLACO would be obligated to pay under the agreement for Plaintiff’s unidentified future services. In effect, the purported contract would obligate SLACO to pay Plaintiff an unknown and unidentifiable sum for providing any portion of services or no services at all. Therefore, the purported contract giving rise to Plaintiff’s claims is illusory and unenforceable on its face.

Seventh Affirmative Defense: No Meeting of the Minds

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts of the affirmative defense of the absence of a meeting of the minds in that Plaintiff, together with at least two former SLACO employees who were also aware of the requirements of SLACO’s governing bylaws, intentionally and fraudulently attempted to bind SLACO to an unlawful contract by knowingly concealing and withholding the improper agreement and its details from the knowledge, approval, oversight, and authorization of SLACO’s executive board and full board

of directors in violation of the corporate bylaws and federal regulation, and unjustly benefitted from the same. Thus, there was never a meeting of the minds between Plaintiff and the SLACO board members and officers whom Plaintiff knew had the authority to enter the agreement and bind SLACO to the same.

Eighth Affirmative Defense: Assumption of the Risk

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts the affirmative defense of assumption of the risk in that Plaintiff assumed the risk that the purported contract would not be authorized, approved, or funded by SLACO when Plaintiff, together with at least two former SLACO employees who were also aware of the requirements of SLACO's governing bylaws, intentionally and fraudulently attempted to bind SLACO to an unlawful contract by knowingly concealing and withholding the improper agreement and its details from the knowledge, approval, oversight, and authorization of SLACO's executive board and full board of directors in violation of the corporate bylaws and federal regulation, and unjustly benefitted from the same.

Ninth Affirmative Defense: Failure to Mitigate Damages

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts the affirmative defense that Plaintiff failed to mitigate its own damages in that Plaintiff alleges Plaintiff completed nearly \$289,480 in uncompensated lawn mowing services. Plaintiff failed to mitigate its damages by allegedly continuing to render nearly \$300,000 in lawn mowing services after already learning it could not reasonably expect to be compensated for the same. Plaintiff could have and should have mitigated nearly all claimed damages by simply not continuing to mow lawns without receiving compensation. Instead, Plaintiff improperly allowed

damages to accrue to nearly \$300,000 for its own benefit. Should a finding of liability against SLACO be issued, SLACO should be entitled to an offset equal to Plaintiff's unmitigated damages.

Tenth Affirmative Defense: Estoppel

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts the affirmative defense of estoppel in that Plaintiff's petition alleges that "Plaintiff incurred substantial costs for purchase of mowing equipment in order to provide Mowing Services requested by SLACO." (See Petition, PARA 21). This is in direct contradiction to Plaintiff's earlier statement contained in the purported contract attached to the Petition as Exhibit A, which states "Tools and Equipment. The Contractor owns and maintains the equipment necessary to perform the mowing services. SLACO will not be required to provide any equipment for the contractor to provide the mowing services." (See Ex. A to the Petition, p. 2). Pursuant to Missouri Supreme Court Rule 55.12 and § 509.130 R.S.Mo. "An exhibit to a pleading is a part thereof for all purposes." Given these contradicting statements, Plaintiff is estopped from claiming the cost of equipment as damages and SLACO should be entitled to an offset equivalent to the same in the event there is a finding of liability against SLACO.

Eleventh Affirmative Defense: Lack of Actual and Apparent Authority

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO asserts the affirmative defense of Lack of Actual and Apparent Authority, in that Plaintiff had knowledge of SLACO's governing bylaws, including the requirements that vendor agreements and payments such as those at issue in Plaintiff's claims, required review, participation, and approval of multiple board members and/or officers. Plaintiff knew that Mr. McKinney was not such a board member and/or officer. Plaintiff, together with at least two former SLACO employees who were also aware of the requirements of SLACO's governing bylaws, intentionally and

fraudulently attempted to bind SLACO to an unlawful contract by knowingly concealing and withholding the improper agreement and its details from the knowledge, approval, oversight, and authorization of SLACO’s executive board and full board of directors in violation of the corporate bylaws and federal regulation, and unjustly benefitted from the same. Therefore, Plaintiff knew Mr. McKinney did not have actual or apparent authority to bind SLACO to the purported contract and the agreement is void and/or unenforceable for these reasons.

RESERVATION OF ADDITIONAL DEFENSES

In addition to or in the alternative to the other affirmative defenses asserted herein, SLACO reserves the right to assert additional affirmative defenses as they may be uncovered throughout the course of litigation and the discovery process.

Respectfully submitted,

/s/ Lucas D. Jackson
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CERTIFICATE OF SERVICE

The undersigned certifies that on January 19, 2026, he served a true and accurate copy of the foregoing pleading on all counsel of record via the Court’s Electronic Filing system.

/s/ Lucas D. Jackson