

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

WCS CATERING, LLC)

Plaintiff and Counterclaim Defendant,)

ST. LOUIS ASSOCIATION OF
COMMUNITY ORGANIZATIONS)

Defendant and Counterclaimant)

THE CITY OF SAINT LOUIS)
Defendant)

KEVIN MCKINNEY)
Serve at: [REDACTED] Ave.)
[REDACTED], MO [REDACTED])

KEITH A. WILLIS, Sr.)
Serve at: [REDACTED] Dr.)
[REDACTED] MO [REDACTED])

KEITH A. WILLIS, Sr.)
CONSULTANTS, LLC)
Serve registered agent at:)
[REDACTED])

STEVE WALLACE)
Serve at: [REDACTED])
[REDACTED])

SLACO NEIGHBORHOOD)
DEVELOPMENT, LLC)
Serve registered agent at:)
[REDACTED])
St. [REDACTED] MO [REDACTED])

Crossclaim Defendants)

Cause No.: 2522-CC09530

Division:

JURY TRIAL DEMANDED

DEFENDANT ST. LOUIS ASSOCIATION OF COMMUNITY ORGANIZATIONS'
COUNTER AND CROSSCLAIM PETITION FOR DAMAGES

COMES NOW, Defendant Saint Louis Association of Community Organizations (“**SLACO**”), by and through undersigned counsel, and hereby submits its counter and crossclaim petition (this “**Petition**”) against WCS Catering, LLC, Steve Wallace, Kevin McKinney, Keith A. Willis Sr., Keith A. Willis Sr. Consultants, LLC, and SLACO Neighborhood Development, LLC (referred to collectively herein as “**Defendants**”) to the Court. SLACO states the following in support of the same:

PARTIES, JURISDICTION, AND VENUE

1. SLACO is a nonprofit corporation incorporated in the State of Missouri on November 20, 1978. SLACO’s principal place of business is 5888 Plymouth Avenue, St. Louis, Missouri 63112-2535.

2. WCS CATERING, LLC (“**WCS**”), which is also known as WCS, LLC, is a limited liability company organized in the State of Missouri and formed on January 29, 2013. Its principal office address is 3657 Lafayette Avenue, Saint Louis, Missouri 63110.

3. Keith A. Willis Sr. (“**Willis**”) is an individual domiciled in Saint Louis, Missouri.

4. Keith A. Willis Sr. Consultants, LLC (“**Willis LLC**”) is a limited liability company organized and operating under the laws of the State of Missouri.

5. Kevin McKinney (“**McKinney**”) is an individual domiciled in Saint Louis, Missouri.

6. Steve Wallace (“**Wallace**”) is an individual domiciled in Saint Louis, Missouri.

7. SLACO Neighborhood Development, LLC is a limited liability company organized and operating under the laws of the State of Missouri.

8. The events giving rise to the underlying allegations contained in this Petition took place within the City of Saint Louis, State of Missouri.

9. Jurisdiction and venue are, therefore, proper in the City of Saint Louis, pursuant to Section 508.010.4 RSMo.

FACTUAL BACKGROUND

10. SLACO is a non-profit organization whose guiding mission is to improve Saint Louisans' quality of life through community-based initiatives, citizen empowerment, neighborhood organizing, and building the resiliency of its community organization members.

11. SLACO has effectively pursued this mission since its founding nearly fifty-years ago.

12. [REDACTED] is an individual who served as SLACO's executive director from 2016 until his termination on December 22, 2025.

13. SLACO's Executive Director is intended to be a relatively limited position per SLACO's governing corporate bylaws, which state:

The work of the professional staff shall be supervised by an executive director, *who shall be primarily responsible for representing the professional staff at board meetings and for implementing the policies and decisions of the board.* The Executive Director, with the approval of the board, shall have the responsibility for hiring and discharging staff members and for developing personnel policies and setting up criteria for staff.

(See Bylaws attached hereto as **Exhibit 1**, Art. XI, B) (emphasis added).

14. From 2023-2024, there was a rapid change of leadership within SLACO's executive leadership. The former board president had passed away in December of 2023 after battling a terminal illness. The role of president was not filled until after the April 2024 board elections and several other members of SLACO's executive board chose to retire and resign from their board positions.

15. During this transitional period, [REDACTED] began to increasingly deviate from the corporate processes and procedures mandated by SLACO's governing bylaws.

16. Capitalizing on the confusion caused by the change in leadership, [REDACTED] deviations grew in severity and were increasingly designed to financially benefit himself and his associates, including [REDACTED] LLC, [REDACTED] and [REDACTED] among others, to the significant detriment of SLACO and the Saint Louis neighborhoods it serves.

17. [REDACTED] misconduct escalated to the point where he began regularly and unilaterally taking significant corporate actions outside of the knowledge, oversight, approval, or authorization of SLACO's governing board of directors and its executive board.

18. Such misconduct includes the following items, among others:

- a. Misappropriating SLACO's intellectual property to create an unapproved SLACO "spinoff LLC" bearing the name SLACO Neighborhood Development LLC ("**SND**"), which [REDACTED] then used to mislead lenders to acquire new loans, that he then used to purchase properties on SND's behalf and with SLACO funds;
 - i. In or around July 2024, SLACO's executive board voted to direct [REDACTED] to disband the unauthorized spinoff LLC. Nonetheless, SND remains active to this very day;
- b. Entering agreements with contractors and service vendors that he improperly engaged on behalf of SLACO, that would allow [REDACTED] the contractor, and the vendor to take a portion of the proceeds from the underlying transaction;
- c. Falsifying the tax forms of SLACO contractors and vendors, including his associates [REDACTED] LLC, [REDACTED] WSC, and others to conceal the true financial benefit that was conveyed upon them through the unauthorized payment of SLACO funds;
- d. Unilaterally deciding to use Certificate of Deposit investments ("CDs") held by SLACO to secure loans and lines of credit. The collateralization of the CDs were conducted without the knowledge, approval, or authorization of SLACO's full board or the executive board of directors;
- e. Entering vendor contracts without the knowledge, approval, or authorization of SLACO's full board of directors or SLACO's executive board of directors in violation of Article XIII of the governing bylaws, which specifies that the *President or President's designee* may enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, *upon authorization from the board of directors*. (Ex. 1, Art. XIII, A) (emphases);

- f. Unilaterally entering SLACO into financially significant contracts and agreements without disclosing clear conflicts of interest in violation of Article XV of the bylaws, which requires all such conflicts to be fully disclosed to the board before a vote is taken on whether to enter into the contract;
- g. Entering SLACO into vendor contracts valued at over \$10,000 without bidding the contracts out as required by federal regulation, including 2 CFR 200.317-327, which require all agreements for goods and services equal or greater than \$10,000 to be selected through open and competitive processes. (For example, see Mar. 30, 2023 WCS contract attached hereto as **Exhibit 2**);
- h. Issuing payments in excess of \$1,000 to himself and his associates, including ██████████ LLC, ██████████ WSC and other third-parties without the knowledge, approval, or authorization of SLACO's full board of directors or the executive board of directors, and without the signatures and approval of two separate board members as required by Article XIII of the governing bylaws, which requires that "[a]ll checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation in excess of \$1,000.00, shall be signed by two Board of Directors members as authorized by the Board of Directors." (**Ex. 1**, Art. XII, B);
- i. These actions, among numerous others, also violated federal regulations and SLACO's pre-existing agreement with the Community Development Administration ("**CDA**"). (See Apr. 28, 2025 CDA Monitoring Letter attached hereto as **Exhibit 3**);
- i. Issuing additional unexplained payments to himself on top of his regular compensation, without the knowledge, approval, or authorization of the full board or the executive board of directors as required by SLACO's governing bylaws;
- j. Taking new loans on SLACO's behalf and unilaterally refinancing prior loans on SLACO's behalf;
- k. Consistently utilizing SLACO funds and SLACO credit cards to improperly purchase things for himself and his associates that were unrelated to SLACO's mission in violation of SLACO's governing bylaws; including such items as food, entertainment, subscriptions, and haircuts;
- l. Utilizing unapproved payment applications, including Cash App and Venmo, to make unauthorized payments of SLACO funds to unidentified individuals for unknown reasons. For example, such payments include unexplained regular payments to a local Saint Louis bartender; and
- m. Continuing to attempt to improperly and unlawfully access SLACO's bank accounts after the termination of his association and employment with SLACO had already taken effect.

19. [REDACTED] engaged in all of the above misconduct completely outside of the knowledge, approval, and authorization of SLACO's board of directors and executive board.
20. The above list of misconduct is illustrative only and provided to ensure SLACO satisfies the pleading requirements of Rule 55.05. This list is not intended to serve as an exhaustive list of all the actionable misconduct [REDACTED] engaged in while serving as SLACO's executive director and SLACO reserves the right to amend this Petition to ensure the allegations remain consistent with the facts uncovered throughout the discovery process.
21. [REDACTED] served as the Project Manager for SLACO's Keeping it Clean initiative ("**KIC**").
22. KIC is a SLACO neighborhood beautification project that funds and organizes community efforts to clean up Saint Louis neighborhoods and improve the quality of life for the neighborhood residents SLACO serves.
23. [REDACTED] was unilaterally appointed to the position of KIC project manager by [REDACTED]
24. [REDACTED] would often accept payments from SLACO personally, as well as through his limited liability company, [REDACTED], LLC.
25. During and after their formal association and employment with SLACO, [REDACTED] [REDACTED] LLC, and [REDACTED] conspired together to secretly, repeatedly, and unlawfully issue themselves significant payments of SLACO funds. [REDACTED] [REDACTED] LLC, and [REDACTED] retained these improper payments for their own personal benefit, and to the significant detriment of SLACO and the neighborhoods it serves.
26. Such improper actions by [REDACTED] and [REDACTED] LLC include the following, among others:
- a. Falsely charging SLACO significant funds relating to the KIC initiative that they were not entitled to. [REDACTED] and [REDACTED] LLC received these funds through check payments, credit card payments, and third-party transfer. [REDACTED] and [REDACTED] LLC, with [REDACTED] knowledge and assistance, improperly arranged for these payments to be made without the knowledge, approval, or authorization of

SLACO's full board or the executive board of directors, and without the authorization and signatures of two separate board members as required by SLACO's governing bylaws;

i. By way of example, [REDACTED] and [REDACTED] LLC received and retained over \$20,000 in SLACO funds during the the month of May 2024 alone;

iii. [REDACTED] and [REDACTED] LLC, with the knowledge and assistance of [REDACTED] also arranged for these duplicative payments to be falsely and grossly underreported on the related tax forms that were later issued to him by SLACO;

b. Using their and [REDACTED] association with SLACO to profit off of unlawful real estate transactions by, among other things, arranging to receive a percentage of the transaction proceeds. Such arrangements were made in private and without the knowledge, approval, or authorization of the full board or the executive board of directors;

c. [REDACTED] with [REDACTED] knowledge and assistance, also arranged for members of family, including his wife and sons, to receive additional payments of SLACO funds for work that was either never completed, or for work that SLACO had already paid [REDACTED] and/or [REDACTED] LLC for completing.

27. The above list of misconduct is illustrative only and provided to ensure SLACO satisfies the pleading requirements of Rule 55.05. This list is not intended to serve as an exhaustive list of all the actionable misconduct [REDACTED] LLC engaged in during the relevant time period and SLACO expressly reserves the right to amend this Petition to ensure the allegations remain consistent with the facts uncovered throughout the discovery process.

28. In late 2024, SLACO's president and executive board directed [REDACTED] to stop issuing all payments related to the KIC program until such time as the ongoing audit could be completed. This directive was issued, in part, due to the many significant discrepancies that were uncovered in the related payments that were regularly issued to [REDACTED] and [REDACTED] LLC.

29. Around this same time, [REDACTED] also represented to the executive board that [REDACTED] and [REDACTED] LLC were not owed any additional funds relating to the KIC program.

30. Despite this representation by [REDACTED] and despite the halt-payment directive that was issued in relation to the KIC program, [REDACTED] continued issuing unauthorized payments to [REDACTED] and Willis LLC well into 2025.

31. In mid-2025, payments to [REDACTED] and Willis llc were finally halted. [REDACTED] response to being cut off from SLACO funds was to aggressively threaten the board and its individual members with legal action, and to publicly defame SLACO and its board members to SLACO's sponsors, partners, supporters and vendors. (See Jul. 2025 email exchange, attached hereto as **Exhibit 4**).

32. Steve [REDACTED] is the owner of WCS, the corporate Plaintiff in this case.

33. Both [REDACTED] and [REDACTED] are friends and/or associates of [REDACTED].

34. WCS and [REDACTED] worked with [REDACTED] and [REDACTED] to use their positions and influence at SLACO to unlawfully profit from the unauthorized payment of SLACO funds.

35. In or around February 2023, [REDACTED] Willis LLC, [REDACTED] WCS, and [REDACTED] conspired together to enter WCS and SLACO into the purported lawn care services agreement at issue in this case. (**Ex. 2**).

36. With the exception of SND, all Defendants utilized [REDACTED] and [REDACTED] positions and influence at SLACO to bypass the legally mandated bidding process for contracts of this size, execute the purported agreement without the knowledge, oversight, and approval of SLACO board in violation of the governing bylaws, and to secretly award the substantial contract directly to WCS.

37. The purported contract is bizarre in that it describes an agreement under which;

- a. WCS would provide SLACO with unidentified lawncare services at unknown locations and intervals;
- b. in exchange for an undefined amount of compensation to be paid by SLACO at an unknown future date. (**Ex. 2**).

38. [REDACTED] is the only SLACO representative who had knowledge of the document prior to its execution, and is the only SLACO representative to sign the purported agreement.

39. [REDACTED] and WCS had no prior experience in the lawn care industry. Despite the purported agreement being executed on March 30, 2024, WCS and [REDACTED] only obtained a proper lawncare business license on June 1, 2024. (See WCS Business License attached hereto as

Exhibit 5).

40. Therefore, WCS and [REDACTED] were not licensed to operate a lawn care business in the City of Saint Louis prior to June 1, 2024, despite their claims that they had performed lawn care services under the agreement prior to that time, and their payment demands for the same.

41. Likewise, [REDACTED] unilaterally ignored the federally mandated bidding process and awarded the unauthorized and substantial lawn care services agreement directly to a catering company owned by a personal associate of his, and a company that was not even licensed to provide lawn care services at the time.

42. The amounts paid to WCS and [REDACTED] were also exorbitantly inflated. For example, SLACO paid WCS \$11,600 for lawncare services at five vacant lots, \$31,550 for lawncare services at unspecified parcels on Etzel avenue, \$7,000 for mowing a half-acre lot at [REDACTED] and \$12,425 for mowing one acre at [REDACTED].

43. With the exception of SND, all Defendants worked together to further defraud SLACO and ensure that WCS and [REDACTED] would not actually have to perform the lawn care services themselves.

44. Despite the improper, unauthorized, and manifestly one-sided nature of the purported agreement, [REDACTED] and WCS performed, at most, only a fraction of the lawn care services for which they were previously paid.

45. Specifically, WCS and [REDACTED] worked with [REDACTED] (the Project Manager for SLACO's KIC initiative at the time) and [REDACTED] (SLACO's Executive Director at the time) to assign a group of five local "Youth Ambassadors" from SLACO's KIC Initiative to provide all, or nearly all of the lawn care services that WCS later billed to SLACO.
46. These "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.
47. Unaware of Defendants' unlawful actions and improper motivations, these "Youth Ambassadors" would meet WCS on site and physically conduct all or nearly all of the mowing and lawn maintenance services at the related projects.
48. WCS and [REDACTED] would then submit false invoices to [REDACTED] claiming that they had completed these very same lawn care services and demanding payment for the same.
49. [REDACTED] would then secretly approve and pay WCS's invoices without the knowledge, approval, or authorization of the full board or the executive board of directors as required by SLACO's governing bylaws.
50. As of this writing, SLACO remains unable to definitively identify *any City lots that actually received lawn care services from [REDACTED] and WSC* pursuant to the purported agreement.
51. In short, [REDACTED], Willis LLC, WSC, [REDACTED] and [REDACTED] worked together outside of the knowledge of SLACO's board to:
- enter SLACO into an inflated and unauthorized lawn services agreement with WCS;
 - award this unauthorized contract directly to WSC in violation of the federally mandated competitive bidding process;
 - arrange for "Youth Ambassadors" from the SLACO KIC initiative to actually perform all or nearly all of the lawn care services at an inflated hourly rate;
 - separately pay WCS and [REDACTED] inflated sums for these same lawn care services;
 - thereby double charging SLACO two inflated rates for lawn care services that WCS and [REDACTED] never even provided.

52. With the exception of SND, all Defendants unlawfully gained from their common lawn care services scheme and the funds they each fraudulently obtained in the commission thereof.
53. With the exception of SND, Defendants' lawn care scheme and their related violations of federal regulation, SLACO's bylaws, and pre-existing third-party agreements ultimately resulted in the issuance of a written demand from CDA, seeking the return of roughly \$110,000 in federal grant funds that were previously awarded to SLACO to support its KIC initiative. (See Dec. 16, 2025, CDA Demand letter attached hereto as **Exhibit 6**).
54. Notably, [REDACTED] concealed this CDA demand letter from SLACO until after his association and employment with SLACO had already been terminated.
55. As described above, all Defendants utilized fraud and deceit to personally benefit themselves at the significant expense of SLACO.
56. As a result of these Defendants' actions and misconduct, SLACO has suffered substantial financial losses.
57. As a direct result of these Defendants' actions and misconduct, SLACO has also suffered reputational harm above and beyond anything it has faced in nearly fifty-years of dedicated service to the City of Saint Louis.

WHEREFORE, SLACO respectfully requests the Court award damages in an amount to be proven at trial and in excess of \$25,000, attorneys' fees, costs, and expenses where available under the law, interest, and for such other and further relief as the Court deems just in light of facts such as these.

COUNT I: CIVIL CONSPIRACY TO DEFRAUD

Against Keith A. Willis Sr., Keith A. Willis Sr. Consultants, LLC and Kevin McKinney

58. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Count.

59. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this
Count for Civil Conspiracy.

60. Willis and McKinney conspired and agreed together to defraud SLACO by engaging in an
unlawful scheme to misappropriate SLACO funds for their personal benefit.

61. In furtherance of this conspiracy, Willis and McKinney took overt acts including: entering
unauthorized contracts, issuing unauthorized payments to themselves and their associates,
falsifying tax forms, bypassing required bidding processes, concealing conflicts of interest,
and misrepresenting the nature, scope, and value of services provided to SLACO.

62. Willis and McKinney acted with the specific intent to defraud SLACO and to unlawfully
enrich themselves at SLACO's expense.

63. As a direct and proximate result of this conspiracy, SLACO has suffered substantial financial
damages, reputational harm, and operational disruption, in an amount to be proven at trial,
but in excess of \$25,000.00.

WHEREFORE, SLACO prays that this Court find that Defendants Willis, Willis LLC,
and McKinney engaged in a Civil Conspiracy to Defraud SLACO, and find each of these
Defendants Jointly and Severally liable for any Count under which any of these Defendants is
found liable, and for all damages awarded against any one of these Defendants.

COUNT II: CIVIL CONSPIRACY TO DEFRAUD

**Against WCS Catering, LLC, Keith A. Willis Sr., Keith A. Willis Sr. Consultants, LLC Steve
Wallace, and Kevin McKinney**

64. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and
restated within this Count.

65. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this
separate Count for Civil Conspiracy to defraud.

66. WCS, Wallace, Willis, Willis LLC, and McKinney conspired and agreed together to defraud SLACO through an unlawful lawn care services scheme designed to misappropriate SLACO funds for their collective benefit.

67. In furtherance of this conspiracy, the Defendants took overt acts including: secretly entering SLACO into an inflated and improperly awarded services agreement; bypassing legally mandated bidding processes; concealing the agreement from SLACO's board of directors; arranging for youth ambassadors to perform the actual lawn care services while WCS submitted false invoices claiming credit and demanding payment for those same services; and causing SLACO to double-pay for lawn care services.

68. All Defendants acted with the specific intent to defraud SLACO and to unlawfully enrich themselves at SLACO's expense.

69. As a direct and proximate result of this conspiracy, SLACO has suffered substantial financial damages including the CDA demand for return of approximately \$110,000 in grant funds, reputational harm, and operational disruption, in an amount to be proven at trial, but in excess of \$25,000.00.

WHEREFORE, SLACO prays that this Court find that WCS, Wallace, Willis, Willis LLC, and McKinney engaged in a Civil Conspiracy to Defraud SLACO, and find each of these Defendants Jointly and Severally liable for any Count under which any of these Defendants is found liable, and for all damages awarded against any one of these Defendants.

COUNT III: FRAUD
Against Kevin McKinney

70. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Count.

71. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this Count for Fraud.

72. During the course of his association with SLACO, McKinney made material misrepresentations and omissions to SLACO and its board of directors, including falsely representing that contracts and payments were proper and authorized, concealing conflicts of interest, misrepresenting the nature and value of services provided by vendors, and omitting material information regarding unauthorized financial transactions and obligations he unilaterally created on SLACO's behalf.

73. McKinney knew these representations were false and these omissions were material at the time he made them.

74. McKinney made these representations and omissions with the intent that SLACO and its board would rely upon them.

75. SLACO and its board reasonably relied upon McKinney's misrepresentations and omissions to SLACO's significant financial and reputational detriment.

76. As a direct and proximate result of McKinney's actions, SLACO has sustained damages well in excess of \$25,000.00.

WHEREFORE, SLACO prays that this Court enter judgment against McKinney in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT IV: UNJUST ENRICHMENT

Against Kevin McKinney

77. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Count.

78. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this Count for Unjust Enrichment.

79. SLACO conferred a benefit upon McKinney through the substantial sums of SLACO funds that he was not owed, and which he improperly caused to be paid to himself without the authorization, knowledge, and approval of SLACO's board of directors or executive board.

80. McKinney received substantial monetary benefits and compensation from SLACO through unauthorized payments, misappropriated funds, and improper and undisclosed corporate financial transactions.

81. McKinney failed to earn these substantial funds and benefits.

82. McKinney's receipt of these benefits was unjust because he obtained them through misconduct, breach of duty, violation of SLACO's governing bylaws, and concealed actions taken without proper authorization.

83. McKinney appreciated and/or recognized the provisions of said payment as a benefit to himself.

84. McKinney accepted and retained these substantial benefits.

85. Given that SLACO conferred this benefit based on a reciprocal promise that McKinney failed to fulfill, (primarily that he was adhering to the law and mandates of SLACO's governing corporate bylaws while serving as SLACO's Executive Director) it would be unjust and inequitable to allow McKinney to retain the benefits SLACO conferred upon them.

86. As a direct and proximate result of McKinney's actions, SLACO has sustained damages in excess of \$25,000.00.

WHEREFORE, SLACO prays that this Court enter judgment against McKinney in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT V: QUANTUM MERUIT

Against Kevin McKinney

87. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Count.

88. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this Count for Quantum Meruit.

89. To the extent McKinney performed any legitimate services for SLACO during his tenure as executive director, any compensation owed for such services has been more than satisfied.

90. McKinney has been paid amounts far in excess of the reasonable value of any services he actually provided to SLACO.

91. SLACO is entitled to recover the difference between the funds McKinney was actually paid and the reasonable value of the services he actually provided.

92. It would be unjust for McKinney to retain compensation in excess of the reasonable value of services provided, even more so given that he obtained this excess compensation through misconduct, unlawful conduct, breaches of duty, violation of SLACO's governing bylaws, and concealed actions taken without proper authorization.

93. Given that SLACO conferred this benefit based on a reciprocal promise that McKinney failed to fulfill, (primarily including that that he was adhering to the law and mandates of SLACO's governing corporate bylaws while serving as SLACO's Executive Director) it would be unjust and inequitable to allow McKinney to retain the benefits SLACO conferred upon them.

94. As a direct and proximate result of McKinney's actions, SLACO has sustained damages in excess of \$25,000.00.

WHEREFORE, SLACO prays that this Court enter judgment against McKinney in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT VI: THEFT AND MISUSE OF INTELLECTUAL PROPERTY

Against Kevin McKinney and SLACO Neighborhood Development LLC

95. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Count.

96. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this Count for Theft and Misuse of Intellectual Property.

97. McKinney created the "spinoff LLC" SLACO Neighborhood Development LLC, without the authorization, knowledge, or approval of SLACO's board of directors or executive board.

98. McKinney then used this spinoff LLC to mislead lenders into issuing additional loans to SLACO.

99. McKinney then used the spinoff LLC to attempt to purchase at least two properties on behalf of the spinoff LLC, using the loan funds that were improperly issued to SLACO.

100. McKinney successfully purchased at least one property on behalf of the spinoff LLC, using the loan funds that were improperly issued to SLACO.

101. The end result being that McKinney's spinoff LLC held the property, but SLACO remained saddled with the debt; debt that was only incurred due to McKinney's use of the spinoff LLC to improperly mislead lenders.

102. In or around July of 2024, SLACO's board voted to have McKinney dismantle the spinoff LLC, SLACO Neighborhood Development LLC, that he had formed with SLACO funds and without the knowledge, authorization, and approval of SLACO's board.

103. McKinney has refused that board decision and SLACO Neighborhood Development LLC remains active to this day.

104. As a direct and proximate result of McKinney's actions, SLACO has sustained damages in excess of \$25,000.00.

WHEREFORE, SLACO prays that this Court enter judgment against McKinney in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT VII: FRAUD
Against Keith A. Willis Sr. and Keith A. Willis Sr. Consultants, LLC

105. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Count.

106. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this Count for Fraud.

107. During the course of their association with SLACO, Willis and Willis LLC made material misrepresentations and omissions to SLACO and its board of directors, including falsely representing that contracts and payments were proper and authorized, submitting falsified invoices and invoices reflecting work that was never done or work that had been completed by individuals and entities other than Willis and Willis LLC, concealing conflicts of interest, misrepresenting the nature and value of services they provided, omitting material information regarding unauthorized financial obligations they created for SLACO, and causing duplicative payments to be issued to Willis' family members.

108. Willis and Willis LLC knew these representations were false and these omissions were material at the time they made them.

109. Willis and Willis LLC made these representations and omissions with the intent that SLACO and its board would rely upon them and act upon them.

110. SLACO and its board reasonably relied upon Willis and Willis LLC misrepresentations and omissions to SLACO's significant financial and reputational detriment.

111. As a direct and proximate result of Willis' actions, SLACO has sustained damages in excess of \$25,000.00.

WHEREFORE, SLACO prays that this Court enter judgment against Willis and Willis LLC in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT VIII: UNJUST ENRICHMENT

Against Keith A. Willis Sr. and Keith A. Willis Sr. Consultants, LLC

112. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Count.

113. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this Count for Unjust Enrichment.

114. SLACO conferred a benefit upon Willis and Willis LLC through the payment of substantial sums of SLACO funds that they were not owed and that they improperly caused to be paid to them without the authorization, knowledge, and approval of SLACO's board of directors or executive board.

115. Willis and Willis LLC received substantial monetary benefits and compensation from SLACO through unauthorized payments, misappropriated funds, and improper financial transactions.

116. Willis and Willis LLC failed to earn these substantial funds and benefits.

117. Willis and Willis LLC's receipt of these benefits was unjust because they obtained them through misconduct, misrepresentation, unlawful conduct, violation of SLACO's governing bylaws, and actions taken without proper authorization.

118. Willis and Willis LLC appreciated and/or recognized the provisions of said funds as a benefit to them.

119. Willis and Willis LLC accepted and retained these substantial benefits.

120. Given that SLACO conferred this benefit based on a reciprocal promise that Willis and Willis LLC failed to fulfill, (that they would adhere to the law and mandates of SLACO's governing corporate bylaws while serving as SLACO's KIC project managers and

consultants for SLACO) it would be unjust and inequitable to allow Willis and Willis LLC to retain the benefits SLACO conferred upon them.

121. As a direct and proximate result of Willis' and Willis LLC's actions, SLACO has been damaged in an amount in excess of \$25,000.00.

WHEREFORE, Plaintiff prays that this Court enter judgment against Willis and Willis LLC in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT IX: QUANTUM MERUIT

Against Keith A. Willis Sr. and Keith A. Willis Sr. Consultants, LLC

122. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Court.

123. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this Count for Quantum Meruit.

124. To the extent Willis and Willis LLC performed any legitimate services for SLACO during their tenure as SLACO's KIC project managers and SLACO consultants, any compensation owed for such services has been fully satisfied.

125. Willis and Willis LLC have been paid amounts far in excess of the reasonable value of any services they actually provided to SLACO.

126. SLACO is entitled to recover the difference between what Willis and Willis LLC were paid and the reasonable value of the services they actually provided.

127. It would be unjust for Willis and Willis LLC to retain compensation in excess of the reasonable value of services provided, even more so given that they obtained this excess

compensation through misconduct, unlawful conduct, breaches of duty, violation of SLACO's governing bylaws, and concealed actions taken without proper authorization or knowledge of SLACO's governing boards.

128. Given that SLACO conferred these benefits based on a reciprocal promise that Willis and Willis LLC failed to fulfill, (primarily including that they would adhere to the law and mandates of SLACO's governing corporate bylaws while serving as SLACO's KIC project managers and consultants for SLACO) it would be unjust and inequitable to allow Willis and Willis LLC to retain the benefits SLACO conferred upon them.

129. As a direct and proximate result of Willis' and Willis LLC's actions, SLACO has been damaged in an amount in excess of \$25,000.00.

WHEREFORE, Plaintiff prays that this Court enter judgment against Willis and Willis LLC in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT X: FRAUD
Against WCS Catering and Steve Wallace

130. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Count.

131. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this Count for Fraud.

132. During the course of their association with SLACO, Wallace and WSC made material misrepresentations and omissions to SLACO and its board of directors, including submitting falsified invoices and invoices reflecting work that was never done or work that had been

completed by individuals and entities other than Wallace and WSC, concealing conflicts of interest, misrepresenting the nature and value of services they provided, and omitting material information regarding unauthorized financial obligations they created for SLACO.

133. Wallace and WSC knew these representations were false and these omissions were material at the time they made them.

134. Wallace and WSC made these representations and omissions with the intent that SLACO and its board would rely upon them and act upon them.

135. SLACO and its board reasonably relied upon Wallace's and WSC's misrepresentations and omissions to SLACO's significant financial and reputational detriment.

136. As a direct and proximate result of Wallace's and WCS actions, SLACO has sustained damages in excess of \$25,000.00.

WHEREFORE, Plaintiff prays that this Court enter judgment against Wallace and WCS in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT XI: UNJUST ENRICHMENT
Against WCS Catering and Steve Wallace

137. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Count.

138. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this Count for Unjust Enrichment.

139. SLACO conferred a benefit upon Wallace and WSC through the payment of substantial sums of SLACO funds that they were not owed and that they improperly caused to be paid to

them without the authorization, knowledge, and approval of SLACO's board of directors or executive board.

140. Wallace and WSC received substantial monetary benefits and compensation from SLACO through unauthorized payments, misappropriated funds, and improper financial transactions.

141. Wallace and WSC failed to earn these substantial funds and benefits in that they completed none, or nearly none of the work for which they received compensation.

142. Wallace and WSC's receipt of these benefits was unjust because they obtained them through misconduct, misrepresentation, breach of duty, violation of SLACO's governing bylaws, and actions taken without proper authorization.

143. Wallace and WSC appreciated and/or recognized the provision of said payments as a benefit to them.

144. Wallace and WSC accepted and retained these substantial benefits.

145. Given that SLACO conferred these benefits based on a reciprocal promise that Wallace and WSC failed to fulfill, (including primarily that they had actually completed the work they charged SLACO for completing) it would be unjust and inequitable to allow Wallace and WSC to retain the benefits SLACO conferred upon them.

146. As a direct and proximate result of Wallace's and WSC's actions, SLACO has sustained damages in excess of \$25,000.00.

WHEREFORE, Plaintiff prays that this Court enter judgment against Wallace and WSC in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of

judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT XII: QUANTUM MERUIT
Against WCS Catering and Steve Wallace

147. SLACO hereby incorporates each of the foregoing paragraphs as if fully set forth and restated within this Count.

148. In addition to, or in the alternative to the counts alleged herein, SLACO also alleges this Count for Quantum Meruit.

149. To the extent Wallace and WSC performed any legitimate services for SLACO during their tenure as SLACO's unauthorized lawn service contractors, any compensation owed for such services has been fully satisfied.

150. Wallace and WSC have been paid amounts far in excess of the reasonable value of any services they actually provided to SLACO.

151. SLACO is entitled to recover the difference between what Wallace and WSC were paid and the reasonable value of the services they actually provided.

152. It would be unjust for Wallace and WSC to retain compensation in excess of the reasonable value of services provided, even more so given that they obtained this excess compensation through misconduct, unlawful conduct, breaches of duty, violation of SLACO's governing bylaws, and actions taken without proper authorization or knowledge of SLACO's governing boards.

153. Given that SLACO conferred this benefit based on a reciprocal promise that Wallace and WSC failed to fulfill, (primarily that they had actually completed the work they charged SLACO for completing) it would be unjust and inequitable to allow Wallace and WSC to retain the benefits SLACO conferred upon them.

154. As a direct and proximate result of Wallace's and WSC's actions, SLACO has sustained damages in excess of \$25,000.00.

WHEREFORE, Plaintiff prays that this Court enter judgment against Wallace and WSC in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

CONCLUSION

WHEREFORE, Plaintiff prays for judgment against Defendants in a fair and just amount, in excess of \$25,000.00, for actual and general damages, for interest, for attorneys' fees and any other lawful charges that accrue up to and through the date of judgment, for costs incurred in this action, and for such other and further relief as this Court deems just and proper under the circumstances.

Respectfully submitted,

/s/ Lucas D. Jackson

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