

IN THE SAINT LOUIS CITY CIRCUIT COURT
STATE OF MISSOURI

WSC CATERING, LLC,

Plaintiff,

v.

ST. LOUIS ASSOCIATION OF COMMUNITY ORGANIZATIONS,

and

THE CITY OF SAINT LOUIS,

Defendants.

Case No.:

Div.

JURY TRIAL DEMANDED

PETITION

COMES NOW the plaintiff herein WSC Catering, LLC, by and through Frank Ledbetter and Ledbetter Law Firm, LLC as counsel, and for its causes of action against the defendants herein state and allege as follow:

PARTIES

1. WSC CATERING, LLC (“**Plaintiff**”), 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, St. Louis, Missouri 63110.

2. ST. LOUIS ASSOCIATION OF COMMUNITY ORGANIZATIONS (“**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. SLACO’s registered agent is Kevin McKinney, whose business address is 5888 Plymouth Avenue, St. Louis, Missouri 63112-2535. SLACO may be served in this matter with summons and petition through Kevin McKinney.

3. Defendant City of Saint Louis (the “City”) is a first class city and a political subdivision of the State of Missouri organized and existing under the laws of the State of Missouri and located within the State of Missouri. Its principal place of business is 1200 Market Street, St. Louis, Missouri 63103-2826.

JURISDICTION AND VENUE

4. The jurisdiction of this Court is proper because the claims asserted herein are state law claims and each party is considered under the law to be a citizen of the State of Missouri.

5. Venue is proper in the St. Louis City Circuit Court in the State of Missouri because the events giving rise to the claims asserted herein occurred in the City of Saint Louis, and each party has its principal place of business in the City of St. Louis, Missouri.

GENERAL FACTS

6. On or prior to March 15, 2024, the City contracted with SLACO to contract with third party contractors to provide mowing services (“Mowing Services”) for many parcels of real property located within the City.

7. The Mowing Services were of critical importance to the City and provided great value to the City.

8. On March 15, 2024, SLACO entered into a written contract designated as a “MOWING AGREEMENT” (the “Mowing Agreement”) with the Plaintiff, which was designated in the Mowing Agreement as “WCS LLC.”

9. The Mowing Agreement was on or about March 15, 2024 signed and executed by Kevin McKinney on behalf of SLACO, acting as its executive director and as a party with lawful authority to enter into contracts, including the Mowing Agreement on behalf of SLACO.

10. The Mowing Agreement was on or about March 15, 2024 signed and executed by

Stephen “Steve” Wallace on behalf of the Plaintiff, acting as its member/owner.

11. The Mowing Agreement is attached hereto as Plaintiff’s “Exhibit 1” and incorporated herein.

12. The Plaintiff fully performed each of its contractual obligations under the Written Agreement and did not breach the Written Agreement.

13. The Plaintiff timely submitted invoices to SLACO for payment for Mowing Services provided pursuant to the Written Agreement.

14. SLACO paid a small portion of the cost of the Plaintiff’s services provided pursuant to the Written Agreement and subsequently and at some time in 2024 refused to further pay for the Plaintiff’s Mowing Services already provided.

15. The value of unpaid services the Plaintiff provided in accordance with the Mowing Agreement now totals approximately \$289,480.00.

COUNT I-BREACH OF CONTRACT

(Against Defendant SLACO)

16. Plaintiff re-alleges each of the allegations stated in the paragraphs above in its Breach of Contract claim against SLACO.

17. The elements of a breach of contract claim in Missouri are: 1) the existence and terms of a contract, 2) that plaintiff performed or tendered performance pursuant to the contract, 3) breach of contract by the defendant, and 4) damages suffered by the plaintiff. *Howe v. ALD Servs., Inc.*, 941 S.W.2d 645, 650 (Mo. App. 1997).

18. The Written Agreement was and is a contract with terms obligating SLACO to pay Plaintiff for services performed pursuant to that contract.

19. Plaintiff performed pursuant to the contract.

20. SLACO breached the contract by refusing to pay Plaintiff for contracted for services provided by Plaintiff.

21. Plaintiff incurred substantial costs for purchase of mowing equipment in order to provide Mowing Services requested by SLACO.

22. Plaintiff has been damaged by SLACO's breach by loss of \$289,480.00 in revenues to which it remains contractually entitled.

WHEREFORE, Plaintiff prays for judgment against SLACO in an amount in excess of \$25,000.00 for Plaintiff's breach of contract claim including compensatory damages, costs expended herein, reasonable attorney's fees, pre-judgment interest, and post-judgment interest.

COUNT II-UNJUST ENRICHMENT

(Against Defendant the City of St. Louis)

23. Plaintiff re-alleges each of the allegations stated in the paragraphs above.

24. Upon information and belief, SLACO's failure to pay the Plaintiff for Mowing Services was at least in part based upon the City's refusal to pay SLACO certain funds for Mowing Services.

25. The City received a benefit from Plaintiff's performance in accordance with the Written Agreement in that it received more than a quarter million dollars' worth of mowing services provided by the Plaintiff.

26. Under Missouri law, an unjust enrichment claim has three elements: (1) a benefit conferred by plaintiff, (2) the defendant's appreciation of the fact of the benefit, and (3) the acceptance and retention of the benefit by the defendant under circumstances in which retention without payment would be inequitable. *Hertz Corp. v. RAKS Hospitality, Inc.*, 196 S.W.3d 536, 543 (Mo.App. E.D.2006).

27. Plaintiff provided the benefit of approximately \$289,480.00 of Mowing Services provided by Plaintiff.

28. Plaintiff's provision of Mowing Services allowed the City to enjoy the benefits of those necessary services without paying for them.

29. The City has retained the benefit of Plaintiff's Mowing Services without Plaintiff's being Paid. Such retention without payment by the City would be inequitable.

WHEREFORE, Plaintiff prays for judgment against the City of St. Louis in an amount in excess of \$25,000.00 for Plaintiff's unjust enrichment claim including compensatory damages, costs expended herein, reasonable attorney's fees, pre-judgment interest, and post-judgment interest.

COUNT III-QUANTUM MERUIT

(Against Defendant the City of St. Louis)

30. Plaintiff re-alleges each of the allegations stated in the paragraphs above.

31. Under Missouri law, a quantum meruit claim has three elements: (1) plaintiff provided materials or services to the defendant at the request of or acquiescence of the defendant, (2) that those materials or services had a certain reasonable value, and (3) that defendant despite demands from plaintiff has refused to pay the reasonable value of those materials/labor.

32. The plaintiff provided Mowing Services to the City at the request or acquiescence of the City.

33. The Mowing Services had a certain reasonable value, with the unpaid services having a certain reasonable value of \$289,480.00.

34. The City despite Plaintiff's demands for payment for the Mowing Services has refused to pay the reasonable value of those services.

WHEREFORE, Plaintiff prays for judgment against the City of St. Louis in an amount in excess of \$25,000.00 for Plaintiff's quantum meruit claim including compensatory damages, costs expended herein, reasonable attorney's fees, pre-judgment interest, and post-judgment interest.

JURY TRIAL REQUESTED

Plaintiff requests a trial by jury on all issues herein that are so triable pursuant to Missouri Supreme Court Rule 69.01.

Respectfully submitted,
LEDBETTER LAW FIRM, LLC

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