

IN THE CIRCUIT COURT OF JASPER COUNTY
STATE OF MISSOURI

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|---------------------------|---|------------|
| DREYER & TINNEY, LLC |) | |
| |) | |
| And |) | |
| |) | |
| SHELLY DREYER, |) | |
| |) | |
| And |) | |
| |) | |
| DREYER LAW FIRM, LLC |) | Cause No.; |
| |) | |
| And |) | |
| |) | |
| KEEGAN TINNEY, |) | |
| |) | |
| Plaintiffs, |) | |
| v. |) | |
| |) | |
| |) | |
| CHARLES STICKLEN, Jr. and |) | |
| |) | |
| LAW OFFICES OF CHARLES J. |) | |
| STICKLEN, JR, P.C., |) | |
| |) | |
| Defendants. |) | |

PETITION FOR DECLARATORY JUDGMENT (Redacted)

COMES NOW Plaintiffs, Dreyer & Tinney, LLC, Shelly Dreyer, Dreyer Law Firm, LLC, and Keegan Tinney by and through their attorneys, pursuant to Rule 87.02 Missouri Rule of Civil Procedure and file their Petition for Declaratory Judgment against Defendants Charles J. Sticklen, Jr. and Law Office of Charles J. Sticklen, Jr., P.C. seeking a declaratory judgment as to the rights of the parties for attorneys' fees and costs in client cases and state:

1. At all times relevant, Shelly Dreyer is an attorney engaged in the practice of law in Missouri.

2. At all times relevant, Keegan Tinney is an attorney engaged in the practice of law in Missouri.
3. Venue is proper in Jasper County because some of the legal services provided by the Plaintiffs was performed in Jasper County, Missouri.
4. From September 2014 to Spring 2022, Shelly Dreyer and Charles J. Sticklen, Jr. had an agreement to practice law under the fictitious name of Sticklen & Dreyer.
5. From Spring 2022 until February 19, 2023, Shelly Dreyer and Charles J. Sticklen, Jr. had an agreement to practice law under the fictitious name of Sticklen, Dreyer & Tinney.
6. From April 2018 to Spring 2022, Keegan Tinney and Charles J. Sticklen, Jr. had an agreement to practice law under the fictitious name of Sticklen & Dreyer.
7. From Spring 2022 until February 19, 2023, Keegan Tinney and Charles J. Sticklen, Jr. had an agreement to practice law under the fictitious name of Sticklen, Dreyer & Tinney.
8. From September 2014 to February 19, 2023, Shelly Dreyer and Charles J. Sticklen, Jr. had an agreement that Shelly Dreyer, by and through Dreyer Law Firm, LLC, would share all net attorney fees with Charles Sticklen, Jr. on all client cases she performed legal work.
9. The percentage of attorney fees shared between Shelly Dreyer with Charles Sticklen, Jr. was 50% of net attorneys' fees if the case was directly referred to Shelly Dreyer and one-third of the net attorneys' fees would go to Shelly Dreyer if the case was not directly referred to her.

10. From April 2018 to February 19, 2023, Keegan Tinney and Charles J. Sticklen, Jr. had an agreement that Keegan Tinney would share all net attorney fees with Charles Sticklen, Jr. on all cases he performed legal work.
11. The percentage of attorney fees shared between Keegan Tinney with Charles Sticklen, Jr. was 20% of net attorneys' fees to Keegan Tinney if the case was directly referred to Keegan Tinney and 15% of the net attorneys' fees to Keegan Tinney if the case was not directly referred to Keegan Tinney.
12. On February 19, 2023, the law firm of Sticklen, Dreyer & Tinney was dissolved when Shelly Dreyer and Keegan Tinney withdrew from the firm.
13. After departure from Sticklen, Dreyer & Tinney, Shelly Dreyer and Keegan Tinney began practicing law with Dreyer & Tinney, LLC.
14. After dissolution of Sticklen, Dreyer & Tinney, Shelly Dreyer and Keegan Tinney notified all clients for which Shelly Dreyer or Keegan Tinney had performed legal services at Sticklen, Dreyer & Tinney of their rights under Missouri law for choosing who would represent them.
15. Of those clients whom Shelly Dreyer or Keegan Tinney provided legal services while practicing under the fictitious name of Sticklen, Dreyer & Tinney, approximately 120 of the clients chose to have Dreyer & Tinney LLC represent them and terminated their contracts with Sticklen & Dreyer/Sticklen, Dreyer & Tinney.
16. The following clients of Dreyer & Tinney, LLC have settled and costs and attorneys' fees are being held for a ruling from this Court on division of attorneys' fees:
 - a. Client 1
 - b. Client 2
 - c. Client 3
 - d. Client 4

- e. Client 5
- f. Client 6
- g. Client 7
- h. Client 8
- i. Client 9
- j. Client 10
- k. Client 11
- l. Client 12
- m. Client 13
- n. Client 14
- o. Client 15
- p. Client 16
- q. Client 17
- r. Client 18
- s. Client 19
- t. Client 20

17. Charles Sticklen, Jr. alleges he has a lien for attorney fees and costs on all the above cases.
18. The parties did not have an agreement as to how attorneys' fees would be divided in the event of dissolution of the firm therefore division of attorneys' fees is to be determined by quantum meruit.
19. All work and responsibilities on the cases listed in paragraph 16 prior to the dissolution of Sticklen & Dreyer/Sticklen, Dreyer & Tinney was exclusively performed by either Shelly Dreyer or Keegan Tinney.
20. Charles Sticklen, Jr. did not confer any benefits to the clients whose cases are listed in paragraph 16.
21. Plaintiff Dreyer & Tinney, LLC is entitled to legal fees on the client cases listed in paragraph 16 based on the reasonable value of the services provided to the clients at Dreyer & Tinney, LLC.
22. Dreyer & Tinney, LLC is entitled to be reimbursed on all costs expended by Dreyer & Tinney, LLC on all cases listed in paragraph 16.

WHEREFORE, the Plaintiffs pray this Honorable Court make a determination of division of attorneys' fees and reimbursement of costs on all cases listed in paragraph 16 and for such relief which is just and proper under the circumstances.

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