

IN THE CIRCUIT COURT OF JASPER COUNTY MISSOURI

SHELLY DREYER, ANDREW TINNEY,  
DREYER LAW FIRM, LLC, and DREYER  
& TINNEY LAW FIRM, LLC

Plaintiffs,

v.

CHARLES STICKLEN, and  
THE LAW OFFICES OF CHARLES J.  
STICKLEN, JR., P.C.,

Defendants.

Case No. 23AO-CC00203

CHARLES STICKLEN, and  
THE LAW OFFICES OF CHARLES J.  
STICKLEN, JR., P.C.,

Counterclaimants,

v.

SHELLY DREYER, ANDREW TINNEY,  
and DREYER & TINNEY LAW FIRM, LLC,

Counterclaim-Defendants.

**MOTION TO DISMISS**  
**OR, IN THE ALTERNATIVE, FOR MORE DEFINITE STATEMENT**

Defendants and Counterclaimants Charles J. Sticklen and the Law Office of Charles J. Sticklen, Jr., P.C. move to dismiss or, alternatively, to require a more definite statement in connection with the Petition for Declaratory Judgment (Redacted) that Plaintiffs and Counterclaim-Defendants Shelly Dreyer, Andrew “Keegan” Tinney, the Dreyer Law Firm, LLC, and Dreyer & Tinney Law Firm, LLC filed on July 6, 2023.

The Sticklen parties suggest the following in support of their motion.

### **Introduction**

The plaintiffs in this action—Shelly Dreyer, Keegan Tinney, and their two law firm entities—rushed to file a petition in a transparent attempt to beat their former employer and colleague, Charlie Sticklen and the Law Office of Charles J. Sticklen, Jr., P.C, to the courthouse and to obscure their wrongful conduct. As described more in the counterclaim the Sticklen parties are filing contemporaneously with this motion, Dreyer and Tinney conducted a middle-of-the-night raid on Mr. Sticklen’s law office, stole client files and office furniture, diverted settlement funds, tampered with law firm computers, and utterly failed to comply with their ethical obligations and duties upon their resignation from Mr. Sticklen’s firm. Their actions resulted in millions of dollars in damage to Mr. Sticklen and his law practice.

Dreyer and Tinney are now trying to paper over these misdeeds by filing a vanilla, barebones petition asking for a declaratory judgment and quantum meruit division of legal fees, as if they did nothing wrong. In rushing to be first-filed, Plaintiffs and Counterclaim-Defendants didn’t even bother to serve summons.

Dreyer and Tinney’s misdeeds will be hotly litigated at the appropriate time. In the meantime, however, their petition fails in key ways. The petition fails to plead necessary elements of a claim for declaratory relief and is vague and ambiguous with respect to key allegations such that the Sticklen parties are unable to prepare a responsive pleading. The Court should dismiss the petition or, alternatively, require the Plaintiffs and Counterclaim-Defendants to submit a more definite statement.

### **Legal Standard**

“A motion to dismiss for failure to state a claim on which relief can be granted is solely a test of the adequacy of the petition.” *Bromwell v. Nixon*, 361 S.W.3d 393, 398 (Mo. banc 2012). When considering whether a petition fails to state a claim upon which relief can be granted, the

petition is reviewed “in an almost academic manner, to determine if the facts alleged meet the elements of a recognized cause of action, or of a cause that might be adopted in that case.” *City of Lake Saint Louis v. City of O'Fallon*, 324 S.W.3d 756, 759 (Mo. banc 2010). “[A] trial court may dismiss a claim when a party fails to state a cause of action or fails to state facts entitling him to relief.” *See Town & Country Appraisals, LLC v. Hart*, 244 S.W.3d 187, 189 (Mo. App. E.D. 2007).

“In Missouri, motions to dismiss for failure to state a claim have substantially more ‘bite’ under our ‘fact pleading’ rules than they have under the federal system of ‘notice pleading.’” *ITT Commercial Fin. Corp. v. Mid-Am. Marine Supply Corp.*, 854 S.W.2d 371, 379-80 (Mo. banc 1993). “Where the federal courts now use *discovery* to identify the facts upon which the plaintiff’s claim rests, such has always been the role of *pleadings* in Missouri.” *Id.* (emphasis in original, internal citations omitted). “[W]here the federal courts rely on *summary judgment* procedures to dispose of baseless claims, such continues to be the role of *motions to dismiss* in Missouri.” *Id.* (emphasis in original, internal citations omitted). Missouri rules “demand more than mere conclusions that the pleader alleges without supporting facts,” because Missouri courts “disregard such conclusions in determining whether a petition states a claim.” *See Jennings v. Bd. of Curators of Missouri State Univ.*, 386 S.W.3d 796, 798 (Mo. App. S.D. 2012).

### Argument

#### **I. The petition does not plead inadequate remedy at law, and, thus, fails to state a claim upon which relief can be granted.**

“A court may grant a declaratory judgment if presented with: (1) a justiciable controversy that presents a real, substantial, presently existing controversy admitting of specific relief, as distinguished from an advisory decree upon a purely hypothetical situation; (2) a plaintiff with a legally protectable interest at stake, consisting of a pecuniary or personal interest directly at issue

and subject to immediate or prospective consequential relief; (3) a controversy ripe for judicial determination; and (4) *an inadequate remedy at law*.” See *Schaefer v. Koster*, 342 S.W.3d 299, 300 (Mo. banc 2011) (emphasis added).

“[The Declaratory Judgment Act] is not a general panacea for all real and imaginary legal ills, nor is it a substitute for all existing remedies.” *Blackburn v. Habitat Dev. Co.*, 57 S.W.3d 378, 389 (Mo. App. S.D. 2001). “It should be used with caution.” See *id.* “Consequently, to maintain a declaratory judgment action, *there must be no adequate remedy at law*.” *State ex rel. SLAH, L.L.C. v. City of Woodson Terrace*, 378 S.W.3d 357, 361 (Mo. banc 2012) (emphasis added). Dismissal is the appropriate remedy where the plaintiff “does not comply with the basic pleading rules.” See *Gibson v. Brewer*, 952 S.W.2d 239, 245 (Mo. banc 1997).

Here the Plaintiffs and Counterclaim-Defendants never say they lack an inadequate remedy at law. This is a necessary element plaintiffs must allege but that the petition just leaves out entirely. The Court should dismiss the petition accordingly.

**II. Alternatively, the Court should require Plaintiffs and Counterclaim-Defendants to amend their petition to make it more definite and certain.**

Under Rule 55.27(d), “[a] party may move for a more definite statement of any matter contained in a pleading that is not averred with sufficient definiteness or particularity to enable the party properly to prepare responsive pleadings.” See Mo. S. Ct. R. 55.27(d). In Missouri, “[f]act pleading identifies, narrows and defines the issues so that the trial court and the parties know what issues are to be tried, what discovery is necessary, and what evidence may be admitted at trial. *State ex rel. Harvey v. Wells*, 955 S.W.2d 546, 547 (Mo. banc 1997). A motion for more definite statement is appropriate where “the precise actions of each individual defendant are not specified in great detail,” and the plaintiff fails to “plead the specific conduct of each defendant” supporting its causes of action. See *Gettings v. Farr*, 41 S.W.3d 539, 542 (Mo. App. E.D. 2001).

Here the petition is not pleaded with sufficient definiteness or particularity to enable the Sticklen parties to prepare responsive pleadings, for two main reasons.

First, the petition ambiguously references an apparent series of agreements between Shelly Dreyer, Mr. Sticklen and his law firm, and an entity called “Dreyer Law Firm, LLC,” which the petition lists as a plaintiff. But these allegations are so vague and confused that the Sticklen parties cannot tell what role Dreyer Law Firm, LLC was supposed to have had, why Dreyer Law Firm, LLC is a plaintiff, or how the Sticklen parties are supposed to respond. The petition alleges, for example, that:

- “[f]rom 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,” *see Pet.* At ¶ 8 (emphasis added); and
- “[t]he 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,” *see id.* at ¶ 9 (emphasis added).

So the petition appears to allege that the Dreyer Law Firm, LLC had an agreement with Mr. Sticklen regarding how attorney fees would be apportioned between them. *See id.* at ¶ 8. But in the very next paragraph the petition alleges that the fees subject to this alleged agreement between the Dreyer Law Firm and Mr. Sticklen were to be shared between Mr. Sticklen and Shelly Dreyer individually. *See id.* At ¶ 9. The Sticklen parties cannot understand what the petition is trying to allege or determine the identities of the parties to this alleged agreement. At a minimum, the Court should require the Plaintiffs and Counterclaim-Defendants to amend the petition to

clarify what role, if any, Dreyer Law Firm, LLC had in this alleged agreement and why Dreyer Law Firm, LLC is listed as plaintiff.

Similarly, the petition also alleges various ambiguous agreements between: (1) Tinney and Mr. Sticklen, *see Pet.* at ¶¶ 6, 7, and 10, and (2) Dreyer and Mr. Sticklen, *see id.* at ¶¶ 4, 6, and 8. The petition does not say whether these alleged agreements were reduced to writing. To the extent the alleged agreements were reduced to writing, Rule 55.22(a) requires that they be recited verbatim or attached to the petition in their entirety. *See Mo. S. Ct. R. 55.22(a).*

Second, the petition prevents the Sticklen parties from being able to prepare responsive pleadings because of its use of pseudonyms. The petition attempts to identify twenty alleged clients of Dreyer & Tinney Law Firm, LLC whose funds may be implicated in this action. *See Pet.* at ¶ 16(a)-(t). But the petition identifies these clients only as “Client 1-20” without providing any identifiable information to allow the Sticklen parties to ascertain the identities of these clients and respond to the allegations. As it stands, the Sticklen parties are left to guess which of the alleged 120 clients are on the list contained in Paragraph 16. Notably, the Sticklen parties have *repeatedly* asked for this information in pre-suit correspondence but Dreyer and Tinny failed to provide it.

The petition does say it contains redactions so it’s possible client identifies are included in other documents that Plaintiffs and Counterclaim-Defendants have not yet served. And client identities certainly need to be redacted from the pleadings. But in using pseudonyms instead of clearly indicating whether client identities are redacted and provided elsewhere, the petition violates Court Operating Rule 2.02(e)’s requirement that “[a]ll redactions [be] done in a manner that makes it clear that information has been redacted.” *See Rule 2.02(e)*. Right now the Sticklen parties cannot tell what information, if any, has been redacted and whether the necessary information is disclosed elsewhere. And the Sticklen parties cannot properly prepare a responsive

pleading without knowing which of the various clients or parties the Plaintiffs and Counterclaim-Defendants are alleging underlie their claims. The Plaintiffs and Counterclaim-Defendants therefore failed to comply with their redaction obligations in Rule 2.02(e) and should be required to amend their Petition.

WHEREFORE, Defendants and Counterclaimants Charles J. Sticklen, Jr. and the Law Office of Charles J. Sticklen, Jr., P.C. respectfully request the Court enter its order dismissing the petition filed by Plaintiffs and Counterclaim-Defendants Shelly Dreyer, Andrew "Keegan" Tinney, the Dreyer Law Firm, LLC, and Dreyer & Tinney Law Firm, LLC's and granting the Sticklen parties such other and further relief as the Court deems just and proper.

*Respectfully submitted,*

/s/ Jason C. Smith

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### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 12th day of July 2023, he signed the original of this instrument in compliance with Mo. S. Ct. R. 55.03(a), and a true and accurate copy of the foregoing instrument was filed with the Court's electronic filing system which sent notice of such filing to all counsel of record.

/s/ Jason C. Smith