

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.

COUNTERCLAIM

Defendants and Counterclaimants Charles J. Sticklen and the Law Office of Charles J. Sticklen, Jr., P.C. (the "Firm") (collectively, the "Counterclaims"), for their claims against Plaintiffs and Counterclaim-Defendants Shelly Dreyer ("Dreyer") Andrew "Keegan" Tinney ("Tinney"), and Dreyer & Tinney Law Firm, LLC (the "New Firm") (collectively, the "Counterclaim-Defendants"), state:

SUMMARY OF THE ACTION

1. Charlie Sticklen, a Joplin-based personal injury attorney, and his Firm bring this counterclaim **against two former colleagues**—one of whom is the incoming President-Elect of the Missouri Bar—who committed egregious and unprecedented **ethical violations and illegal acts** **while they worked for Mr. Sticklen** and upon their exit from the Firm. Starting in at least November 2022, Shelly Dreyer (the current Vice President and incoming President-Elect of the Missouri Bar) and Keegan Tinney engaged in **cybersquatting, stole property, altered or destroyed computer data, improperly diverted clients**, failed to uphold their ethical duties under Rule 4, and **lied to both clients and Mr. Sticklen as part of a secret plot to resign their employment with the Firm and start a competing business.**

2. For months, Dreyer and Tinney engaged in a coordinated plot to **improperly and unethically divert clients, money, data, and property from** the Firm to their new law firm, **Dreyer & Tinney Law Firm, LLC**. Their actions culminated in a middle-of-the-night raid on Mr. Sticklen's Joplin, MO law office during which they removed client files, computers, data, and various personal property from the office—while Mr. Sticklen was out of town visiting his daughter in law school in Madison, Wisconsin. After they left, Dreyer and Tinney then tried to intentionally harm Mr. Sticklen's law practice, by squatting on internet domain names to prevent the Firm from rebranding and by lying to the Firm's clients to steal their business.

3. Dreyer and Tinney's dishonest and deceitful conduct violated their duties to their former employer and colleague and threatens to adversely impact clients and stain the reputations of the legal profession and the Missouri Bar. Their unethical actions give rise to a number of legal claims including, among other things, breach of the duty of loyalty, breach of fiduciary duty, violation of Missouri's Computer Fraud and Abuse Act, Mo. Rev. Stat. § 537.525, *et seq.*, violation

of the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. § 8131, conversion, and unjust enrichment, all of which Mr. Sticklen asserts here.

JURISDICTION AND VENUE

4. Mr. Sticklen is an individual and a resident of Newton County, Missouri.

5. The Firm is a Missouri professional corporation authorized to do business in the State of Missouri and has a principal office located at 1515 E. 32nd St., Ste. 1, Joplin, Missouri 64804.

6. Dreyer is an individual and a resident of Jasper County, Missouri who may be served at 2230 E 32nd St, Ste 202, Joplin, MO 64804.

7. Tinney is an individual and a resident of Newton County, Missouri who may be served at 2230 E 32nd St, Ste 202, Joplin, MO 64804.

8. The New Firm is a Missouri limited liability company and is a citizen of the State of Missouri because at least one of its members is a citizen of the State of Missouri.

9. This Court has jurisdiction over this action as the claims asserted herein arise from acts and omissions that occurred in the State of Missouri, and Counterclaim-Defendants are citizens of the State of Missouri.

10. Venue is proper in Jasper County, Missouri pursuant to Mo. Rev. Stat. § 508.010 because Counterclaimants were first injured by Counterclaim-Defendants' conduct in Jasper

County, Missouri and at least one of the Counterclaim-Defendants may be found in Jasper County, Missouri.

GENERAL ALLEGATIONS

Mr. Sticklen builds a successful law practice in Missouri, representing personal injury clients for the last three decades.

11. Mr. Sticklen is a trial lawyer with over thirty years of experience handling personal injury cases throughout Missouri. Mr. Sticklen has been a member in good standing of the Missouri Bar since 1991 and the Kansas Bar since 1992. His practice has focused almost exclusively on personal injury cases for accident victims.

12. For the past twenty-five years, Mr. Sticklen has been the principal partner of the Firm.

13. At all times relevant here Mr. Sticklen is the only person who contributed to the overhead and expenses of the Firm.

14. The Firm has been extraordinarily successful. Mr. Sticklen has won his clients collectively over \$150 million in verdicts and settlements. Mr. Sticklen and the Firm have been repeatedly recognized by their peers—both in Missouri and across the nation—as lawyers of the highest caliber. Mr. Sticklen is a member of the Multi-Million Dollar Advocates Forum, the National Trial Lawyers Top 100, and has been recognized as one of the best car accident lawyers in Columbia, MO.

15. Mr. Sticklen's successes have created a robust client base that allows him to support several staff members and multiple lawyers. Before Dreyer and Tinney's departure, the Firm employed numerous staff and paralegals.

Mr. Sticklen hires Dreyer and Tinney, supporting them financially and making the investments necessary to ensure client intake and grow their practice.

16. On or about August 1, 2014, Mr. Sticklen hired Dreyer as an attorney at the Firm. Dreyer had no role in the management of the Firm or responsibility for the Firm's financial obligations, nor did she pay any money to contribute to the overhead or expenses of the Firm.

17. Dreyer had a verbal agreement with the Firm setting forth the terms of her employment and, pursuant to that agreement, Dreyer was compensated based on the following formula: Dreyer received 50% of the fee earned by the Firm on any case Dreyer brought into the Firm herself and received 33.33% of the fee earned by the Firm on all other cases she worked up herself and settled. By all accounts Dreyer was well compensated under this structure, earning in excess of \$300,000.00 per year.

18. In 2018, Mr. Sticklen hired Andrew "Keegan" Tinney as an associate attorney upon his graduation from law school. Tinney had previously worked for the Firm as an assistant/runner. The Firm paid Tinney a base salary of \$30,000.00 per year plus 10% of the fee earned on each case resolved or settled by Tinney.¹ As a result of this arrangement, Tinney (who had not previously practiced law) was generously compensated above his experience level.

19. Mr. Sticklen made the investments and incurred the expenses necessary to support these multiple lawyers. Among other things, Mr. Sticklen was solely responsible for the Firm's advertising and marketing. Mr. Sticklen was the face of the Firm and clients frequently requested his personal involvement. Mr. Sticklen is an experienced trial lawyer and was involved in all cases of significance at the Firm and was involved in all management and financial decisions involving any of those cases.

¹ Mr. Sticklen increased Tinney's bonus compensation to 15% of the fee generated on cases he worked in the months preceding his departure from the Firm.

20. As part of the normal operations of the Firm, Mr. Sticklen developed and implemented a client intake policy for the Firm that was in place at all times relevant here. The client intake policy included, among other things, the following procedures:

- a. When a client was referred to the Firm either by direct advertising or a referral source, the client would sign an engagement letter on Firm letterhead;
- b. Once signed, the new client/matter would be created within the Firm's internal client database; and
- c. If a client specifically asked for an individual attorney, the requested attorney was to be listed as the principal attorney on that client/matter file. If the client did not request a specific attorney, Mr. Sticklen would be listed as the principal attorney on the file.

Dreyer and Tinney abruptly announce their immediate resignation from the Firm.

21. On February 18, 2023, Mr. Sticklen was visiting his daughter at the University of Wisconsin as part of a long-planned trip to spend time with her before the end of the Spring semester. At approximately 9:15 a.m. that Saturday morning, Mr. Sticklen received a call from Dreyer who informed him that she and Tinney were resigning from the Firm effective immediately.

22. Mr. Sticklen, having no idea of the steps Dreyer and Tinney had already secretly taken, wished Dreyer well and said he would cooperate with the transition.

23. Though Mr. Sticklen did not know it at the time, that phone conversation was the culmination of a months-long surreptitious plot by Dreyer and Tinney to start their own competing law firm by diverting clients, stealing Firm property, absconding with client files, lying to Mr. Sticklen, and attempting to destroy his Firm in the process.

24. On information and belief, both Dreyer and Tinney knew that Mr. Sticklen would be out of town on February 17 through February 24, 2023.

25. On information and belief, Dreyer and Tinney chose that date to announce their departure in order to conceal their actions from Mr. Sticklen before their announced departure.

26. At the time Dreyer announced that she and Tinney would be resigning from the Firm, Mr. Sticklen was unaware of any of the actions taken by Dreyer and Tinney in connection with their scheme to start a competing law firm, as detailed more fully below.

Dreyer and Tinney secretly schemed to steal clients and files and harm Mr. Sticklen, before announcing their resignation.

27. On information and belief, in the fall of 2022, Dreyer and Tinney, after a meeting of the minds, hatched a scheme to leave the Firm and take as many clients as they could with them, to help ensure the financial success of their New Firm, at the expense of Mr. Sticklen.

28. In furtherance of that scheme, Dreyer and Tinney, together or individually, took, among other things, the actions set forth below.

29. In or about November 2022, Dreyer and Tinney began looking for commercial office space in Joplin, MO to house their yet-to-be-formed New Firm.

30. In or about mid-December 2022, Dreyer and Tinney entered into a commercial lease agreement with Mid-Missouri Bank for the lease of office space on the second floor of an office building located at 2230 E. 32nd Street, Joplin, MO (the "New Office").

31. On information and belief, Dreyer and Tinney are using the New Office to store property of the Firm, client files of the Firm, and other personal property at issue in this case.

32. On January 18, 2023, Dreyer, Tinney, or a person acting on their behalf, without telling Mr. Sticklen, registered the domain names "DREYERTINNEY.COM", "STICKLENLAWFIRM.COM", and "STICKLENLAW.COM" on the registrar GoDaddy.com, which then updated the registration with the Internet Corporation for Assigned Names and Numbers. A true and accurate copy of the registration reports are attached here as **Exhibit A**.

33. On February 1, 2023, Dreyer and Tinney filed articles of organization with the Missouri Secretary of State for the New Firm. A true and accurate copy of the articles of organization for the New Firm are attached here as **Exhibit B**.

34. Both Dreyer and Tinney electronically signed the document representing themselves as the organizers of the New Firm.

35. About that same day, Dreyer and Tinney created and launched a website for the New Firm: <https://www.dreyertinney.com/>.

36. On information and belief, the New Firm began operating and competing with the Firm prior to February 18, 2023.

37. On February 13, 2023, Dreyer then emailed a list of Firm clients' names and personal information along with insurance personnel responsible for each client's matter to herself at a new email address: shelly@dreyertinney.com and to an outside paralegal affiliated with the New Firm. A true and accurate copy of that email is attached here as **Exhibit C**.

38. On Friday, February 17, 2023, Dreyer sent out numerous client documents, including medical records, personal information, and other case sensitive materials to her new email address at the New Firm: shelly@dreyertinney.com.

39. On information and belief, at some point prior to February 18, 2023, both Dreyer and Tinney used their existing Firm email accounts to announce the creation of the New Firm to an unknown number of recipients.

40. On or before February 16, 2023, Tinney instructed third-party insurance adjusters not to issue settlement checks to the Firm, but instead to issue settlement checks in the name of the client and himself personally. A true and accurate redacted example of such a check is attached here as **Exhibit D**.

Broadspire 8 CHURCH STREET, 12TH FLOOR PO BOX 14342 LEXINGTON KY 40512-4342		Claim Check Number 64-73 611 050900242
ON BEHALF OF: OLD REPUBLIC INSURER: OLD REPUBLIC INSURANCE COMPANY		SUNTRUST SUNTRUST BANK ATLANTA SUNTRUST BANK NORTHWEST GA
Check Date	02/16/2023	
PAY TO THE ORDER OF	AND KEEGAN TINNEY	
		Void if not presented for payment within 180 days after the date of issue Amount ***** \$27088.95*

(See. Ex. D at p. 1).

41. On information and belief, Dreyer similarly instructed third-party insurance adjusters to issue settlement checks to her personally or the New Firm instead of the Firm.

42. On information and belief, throughout January and February 2023, Dreyer and Tinney took actions to usurp opportunities, expected profits, and clients from the Firm by taking the following actions, among others:

a. Instructed third-party insurance adjusters to refrain from issuing settlement checks to the Firm until Dreyer and Tinney announced their resignation and formally started working at the New Firm;

b. Intentionally slow-walked cases which they believed to be on the verge of settling in order to have those settlement funds paid directly to them personally or the New Firm upon the announcement of their resignation from the Firm;

c. Refused to accept settlements or tenders of settlement offers by third parties until such time as they had resigned from the Firm; and

d. Informed clients and prospective clients that: (i) Mr. Sticklen was too busy to work on their case(s), (ii) Mr. Sticklen would not be the best attorney to work on their cases, and (iii) that they would be better off allowing Dreyer or Tinney to be the primary attorney working on their case(s).

43. On information and belief, prior to February 18, 2023, Dreyer and Tinney began contacting clients of the Firm to inform them that Dreyer and Tinney were starting the New Firm and to attempt to coerce them to agree to transfer their client file(s) to the New Firm.

44. By way of example only, one such client that was improperly contacted by Dreyer or Tinney prior to February 18 called the New Firm to inform them that he had changed his mind and wanted to keep his file with the Firm. In response to learning that the client desired to stay with Mr. Sticklen, Tinney telephoned this client and asked "What are you doing? ... I thought we had a deal." This client was made to feel as if he did not have a choice but to stay with the New Firm.²

45. By way of further example, another client of Mr. Sticklen received a phone call from Dreyer on the morning of February 18 in which Dreyer asked the client whether she would like to come with Dreyer to the New Firm. This client asked Dreyer, "What about Charlie [Sticklen]?" Dreyer responded by saying Mr. Sticklen would be new to that client's file and that the client would be better off coming with Dreyer to the New Firm.

46. At some point prior to their departure, Dreyer and Tinney created a form authorization/power of attorney form for clients to sign which allowed Dreyer and Tinney to obtain client approval to allow Dreyer or Tinney to individually endorse checks made out to the Firm. A true and accurate copy of the unapproved power of attorney affidavit form is attached here as **Exhibit E**. It was not part of the Firm's practice or procedure to obtain the client's authorization in this manner.

47. On information and belief, Dreyer and Tinney presented these unauthorized forms to clients of the Firm and obtained the signatures of at least some of those clients.

² Client anecdotes are used only with the express permission of the client.

***Dreyer and Tinney raid Mr. Sticklen's office, steal client files,
and wipe the Firm's computers the night before their resignation.***

48. On the night of February 17, 2023, Dreyer and Tinney (and individuals acting at their direction) physically removed numerous files, Firm property, and documents out of the Firm's Joplin, MO office over the course of several hours. These files included, on information and belief, confidential client information.

49. That same evening, Dreyer and Tinney, without authorization and without reasonable grounds to believe that they had such authorization, accessed several computers located in the Firm's Joplin office and took the following actions with respect to the computers: (1) reset to factory settings, preventing access to the information contained on the computers, (2) completely scrubbed and caused all information contained on the computers to be deleted, (3) encrypted the computer or a subset of files to prevent Mr. Sticklen from accessing the information, or (4) physically removed the computer from the office. The information contained on these computers contained confidential client information.

50. On information and belief, Dreyer and Tinney tampered with the Firm's computer data by taking, retaining, using, or disclosing data from the Firm's computers or computer system, without authorization and without reasonable grounds to believe that they had such authorization.

51. Not only were the above-described actions done without authorization, but Dreyer and Tinney knew that their actions were without authorization as they waited until Mr. Sticklen was out of the state and performed their actions under cover of darkness.

52. As a direct result of Dreyer and Tinney's actions, Mr. Sticklen has not been able to access the information contained on the impacted computers.

53. Dreyer and Tinney's actions took place under cover of darkness and while Mr. Sticklen was visiting his daughter in Wisconsin. Dreyer and Tinney knew Mr. Sticklen would be in Wisconsin from February 17 through February 24.

54. Mr. Sticklen's paralegal witnessed them removing numerous items from the Joplin office over the course of several hours that Friday night, accessing Firm computers, and altering information contained in the Firm's systems.

55. Apparently realizing their surreptitious pilfering was incomplete, Dreyer or Tinney directed a third-party individual to return to the Firm's Joplin office early the next day and access the office using a key-fob.

56. On information and belief, this individual accessed, altered, or removed additional documents, information, or property of the Firm.

57. Mr. Sticklen's investigation into the scope and consequences of Dreyer and Tinney's night-time actions is ongoing.

***Dreyer and Tinney continued their illegal conduct
and set out to harm Mr. Sticklen after their resignation.***

58. Following Dreyer's phone call in which she informed Mr. Sticklen of her and Tinney's resignations, Mr. Sticklen posted on social media that his Firm would be changing its name to "Sticklen & Sticklen" as his daughter had been running the Firm's Columbia office since 2019.

59. Within hours of that announcement, Dreyer, Tinney, or someone acting on their behalf registered the domain names: "STICKLENANDSTICKLEN.COM" and "STICKLENANDSTICKLENLAW.COM" via GoDaddy.com with ICANN. A true and accurate copy of the registration page for these domains is attached here as **Exhibit F**.

60. Dreyer and Tinney had no legitimate commercial purpose in registering either of these domains.

61. Dreyer or Tinney registered those domains for the sole purpose of preventing Mr. Sticklen from registering them to increase their own profits.

62. Dreyer and Tinney acted with bad faith intent to harm Mr. Sticklen and the Firm and profit from the goodwill of Mr. Sticklen's name and reputation.

63. In the days following February 18, 2023, Dreyer and Tinney called numerous clients of the Firm to discuss their departure from the Firm. Dreyer and Tinney during these phone calls made material misrepresentations and omissions to these clients including, among others, that Dreyer and Tinney's departure from the Firm and the creation of the New Firm was amicable and that Mr. Sticklen had already agreed to allow Dreyer and Tinney to bring that client to the New Firm.

64. Neither Mr. Sticklen nor his Firm authorized Dreyer or Tinney to inform clients that their departure was amicable with Mr. Sticklen, nor did Mr. Sticklen ever make an agreement that any client should be transferred to the New Firm.

65. In the months since Dreyer and Tinney resigned from the Firm, Mr. Sticklen has attempted to cooperate with them to ensure that the best interests of his clients are protected. However, Dreyer and Tinney have failed and refused to cooperate with Mr. Sticklen with respect to the orderly transfer of client files and information.

66. On information and belief, Dreyer and Tinney have utilized, and continue to utilize, improper and unethical methods to solicit the Firm's clients to transfer their representation from the Firm to the New Firm.

67. Based upon Mr. Sticklen's investigation to date, Dreyer and Tinney have transferred more than 90 client files to the New Firm.

68. The estimated collective settlement value of these cases exceeds \$15 million.

69. As the direct and proximate result of the actions and omissions of Dreyer, Tinney, and the New Firm set forth above, Mr. Sticklen and the Firm have been damaged in an amount to be proven at trial but in excess of \$5 million.

**COUNT I – BREACH OF DUTY OF LOYALTY
(AGAINST DREYER)**

70. Defendants and Counterclaimants hereby incorporate the allegations contained in each and every preceding paragraph of their Complaint as though set forth fully herein.

71. A partner in a law firm owes her other partners the duty of finest loyalty and must conduct herself according to the highest standard of honesty.

72. Dreyer owed a duty of loyalty to both Mr. Sticklen and the Firm which includes, among other things, the duty to be candid concerning business opportunities, the duty to be fair, the duty not to put self-interests before the interests of the partnership, and the duty not to compete with the partnership in the business of the partnership.

73. In the context of her resignation, Dreyer owed a duty not to compete with the Firm for business opportunities.

74. Dreyer, while still employed with the Firm, acted contrary to the interests of the Firm as set forth more fully above.

75. Dreyer's actions, while still employed with the Firm, went beyond mere planning and preparation for the New Firm by actively diverting, usurping, and taking for herself and the New Firm the profits, clients, and opportunities from the Firm.

76. Dreyer's actions were wanton, willful, and were done with reckless disregard for the rights of Mr. Sticklen's clients and his Firm.

77. As a direct and proximate result of Dreyer's conduct, Mr. Sticklen and the Firm have been damaged in an amount to be proven at trial but in excess of \$5 million.

WHEREFORE Defendants and Counterclaimants Charles Sticklen and the Law Office of Charles Sticklen, Jr., P.C., pray the Court enter judgment in his favor and against Plaintiff and Counterclaim-Defendant Shelly Dreyer for a money judgment in an amount to be proven at trial but in excess of FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00), for punitive damages, for post-judgment interest at the maximum allowable statutory rate, for his costs and fees incurred herein, and for such other and further relief as the Court deems just and proper.

**COUNT II – BREACH OF DUTY OF LOYALTY
(AGAINST TINNEY)**

78. Defendants and Counterclaimants hereby incorporate the allegations contained in each and every preceding paragraph of their Complaint as though set forth fully herein.

79. In Missouri, an employee owes a duty of loyalty to his employer that he must not, while employed, act contrary to the employer's interests and, in general terms, owes a duty of loyalty as one of the incidents of the employer-employee relationship.

80. Tinney, while still employed with the Firm, acted contrary to the interests of the Firm as set forth more fully above.

81. Tinney's actions, while still employed with the Firm, went beyond mere planning and preparation for the New Firm by actively diverting, usurping, and taking for himself and the New Firm the profits, clients, and opportunities from the Firm.

82. Tinney's actions were wanton, willful, and were done with reckless disregard for the rights of Mr. Sticklen's clients and his Firm.

83. As a direct and proximate result of Tinney's conduct, the Firm has been damaged in an amount to be proven at trial but in excess of \$5 million.

WHEREFORE Defendant and Counterclaimant The Law Office of Charles Sticklen, Jr., P.C., prays the Court enter judgment in its favor and against Plaintiff and Counterclaim-Defendant Andrew "Keegan" Tinney for a money judgment in an amount to be proven at trial but in excess of FIVE MILLION 00/100 DOLLARS (\$5,000,000.00), for post-judgment interest at the maximum allowable statutory rate, for his costs and fees incurred herein, and for such other and further relief as the Court deems just and proper.

**COUNT III – BREACH OF FIDUCIARY DUTY
(AGAINST DREYER AND TINNEY)**

84. Defendants and Counterclaimants hereby incorporate the allegations contained in each and every preceding paragraph of their Complaint as though set forth fully herein.

85. A fiduciary relationship existed between the Firm and Dreyer and Tinney.

86. Dreyer and Tinney breached their fiduciary duties to the Firm as described more fully above.

87. Dreyer and Tinney's actions were wanton, willful, and were done with reckless disregard for the rights of the Firm.

88. As a direct and proximate result of Dreyer and Tinney's conduct, the Firm has been damaged in an amount to be proven at trial but in excess of \$5 million.

WHEREFORE Defendant and Counterclaimant The Law Office of Charles Sticklen, Jr., P.C., prays the Court enter judgment in its favor and against Plaintiffs and Counterclaim-Defendants Shelly Dreyer and Andrew "Keegan" Tinney, jointly and severally, for a money judgment in an amount to be proven at trial but in excess of FIVE MILLION AND 00/100 DOLLARS

(\$5,000,000.00), for post-judgment interest at the maximum allowable statutory rate, for his costs and fees incurred herein, and for such other and further relief as the Court deems just and proper.

**COUNT IV – VIOLATION OF THE MISSOURI COMPUTER
TAMPERING ACT, MO. REV. STAT. § 537.525
(AGAINST DREYER AND TINNEY)**

89. Defendants and Counterclaimants hereby incorporate the allegations contained in each and every preceding paragraph of their Complaint as though set forth fully herein.

90. Dreyer and Tinney tampered with the Firm's computer data by destroying and deleting data or documentation that existed on the Firm's computer or computer system, without authorization and without reasonable grounds to believe that they had such authorization.

91. On information and belief, Dreyer and Tinney each tampered with the Firm's computer data by taking, retaining, using or disclosing data from the Firm's computers or computer systems, without authorization and without reasonable grounds to believe that they had such authorization.

92. Dreyer and Tinney's actions were without authorization as made clear by the circumstances surrounding their actions and the longstanding policies of the Firm.

93. The Firm has been damaged by Dreyer and Tinney's unauthorized destruction and deletion of data from the Firm's computers, and their apparent taking of data, because the Firm has and will incur fees and costs for the examination of the computer or computer system, because Dreyer, Tinney, and the New Firm received an unfair competitive advantage over the Firm in that they have been positioned to divert substantial clients and opportunities from the Firm, and the Firm's ability to effectively serve clients whose information was deleted, destroyed, or rendered inaccessible has been compromised.

94. In deleting, destroying, rendering inaccessible, or transferring data or documents from the Firm's computer system, Dreyer and Tinney's actions were wanton, willful, and done with evil motive or reckless disregard for the rights of Mr. Sticklen and the Firm's clients.

95. Under the Missouri Computer Tampering Act, the Firm is entitled to recover all its attorney fees and costs incurred in this action.

96. The Firm is without an adequate remedy at law with respect to the recovery of the information, data, and documents deleted, rendered inaccessible, or transferred by Dreyer and Tinney.

WHEREFORE Defendant and Counterclaimant The Law Office of Charles J. Sticklen, Jr., P.C., prays the Court enter judgment in its favor and against Plaintiffs and Counterclaim-Defendants Shelly Dreyer and Andrew "Keegan" Tinney, jointly and severally, for:

- a. A money judgment in an amount to be proven at trial;
- b. For the following injunctive relief:
 - i. directing Dreyer and Tinney to immediately return to the Firm any and all files and information they transmitted to the New Firm or any other person without authorization from the Firm (provided, however, that they may retain copies in the event the client in question has authorized the transfer of his or her file to the New Firm in response to proper communications from Dreyer or Tinney pursuant to *Matter of Cupples*, 952 S.W.2d 226 (Mo. Banc 1997) or as may be necessary to perform conflict checks in the future);
 - ii. directing Dreyer and Tinney to make available for forensic examination and forensically-sound mirror-imaging by a computer forensics expert selected by the Firm (the "Sticklen Forensics Expert") within four (4) business days any computers, e-mail accounts, smart phones, iPads, servers, or other networked devices in their possession or control;

iii. directing that within forty-eight (48) hours following inspection and copying by Sticklen Forensics Expert, Dreyer and Tinney must remove and delete any and all Sticklen files and information they transmitted to themselves, or each of them, or to any other person without authorization from the Firm from any computers, e-mail accounts, smart phones, servers, or other networked devices in their possession or control (provided, however, that they may retain copies in the event the client in question has authorized the transfer of his or her file to the New Firm in response to proper communications from Dreyer or Tinney pursuant to *Matter of Cupples*, 952 S.W.2d 226 (Mo. banc 1997) or as may be necessary to perform conflict checks in the future);

iv. directing that following the removal and deletion of any and all Firm files from any computers, e-mail accounts, smart phones, servers, or other networked devices in their possession or control, Dreyer and Tinney allow the Sticklen forensics expert to verify that any and all of the Firm's confidential, proprietary, or other client-related information has been deleted from such computers, e-mail accounts, smart phones, servers, or other networked devices in their possession or control; and

v. directing Dreyer and Tinney to provide the Firm's counsel with access to inspect all e-mail accounts used by Dreyer or Tinney including, but not limited to, the keegan@dreyertinney.com account and the shelly@dreyertinney.com account, all e-mail accounts used by the New Firm, as well as all information necessary to access and inspect such email account;

- c. for post-judgment interest at the maximum allowable statutory rate;
- d. for its costs and fees incurred herein;
- e. and for such other and further relief as the Court deems just and proper.

**COUNT V - VIOLATION OF THE ANTI-CYBERSQUATTING CONSUMER
PROTECTION ACT, 15 U.S.C. § 8131
(AGAINST DREYER AND TINNEY)**

97. Defendants and Counterclaimants hereby incorporate the allegations contained in each and every preceding paragraph of their Complaint as though set forth fully herein.

98. Dreyer and Tinney registered the domains:

STICKLENANDSTICKLEN.COM,
STICKLENANDSTICKLENLAW.COM,
STICKLENLAW.COM, and
STICKLENLAWFIRM.COM

(collectively, the “Domains”).

99. Dreyer and Tinney registered, trafficked in or used the Domains.

100. The Domains contain Mr. Sticklen’s and the Firm’s personal name or mark owned by Mr. Sticklen or the Firm.

101. The Domains are identical to Mr. Sticklen’s personal name, or a mark owned by Mr. Sticklen or the Firm.

102. Mr. Sticklen’s personal name and the Firm’s mark were distinctive at the time Dreyer and Tinney registered the Domains.

103. Dreyer and Tinney registered the Domains and related actions with bad faith intent to profit from Mr. Sticklen’s personal name or a mark owned by Mr. Sticklen or the Firm.

104. As a direct and proximate result of Dreyer and Tinney’s registration of the Domains, Mr. Sticklen and the Firm have been damaged.

105. Dreyer and Tinney’s actions in connection with the registration of the Domains were wanton, willful, and were done with evil motive and with reckless disregarding for Mr. Sticklen’s and the Firm’s rights.

WHEREFORE Defendants and Counterclaimants Charles Sticklen and the Law Office of Charles J. Sticklen, Jr., P.C., pray the Court enter judgment in his favor and against Plaintiffs and Counterclaim-Defendants Shelly Dreyer and Andrew “Keegan” Tinney, jointly and severally, for:

- a. A money judgment in the amount of \$100,000.00 per violation of the ACPA;
- b. For an injunction directing Dreyer and Tinney to immediately transfer the registration of the Domains to Mr. Sticklen or the Firm;
- c. for post-judgment interest at the maximum allowable statutory rate;
- d. for their costs and fees incurred herein;
- e. and for such other and further relief as the Court deems just and proper.

**COUNT VI – CONVERSION
(AS TO ALL COUNTERCLAIM-DEFENDANTS)**

106. Defendants and Counterclaimants hereby incorporate the allegations contained in each and every preceding paragraph of their Complaint as though set forth fully herein.

107. The Firm owned the files, non-client information, and other personal property taken by Counterclaim-Defendants in the period immediately preceding February 18, 2023.

108. Counterclaim-Defendants took possession of the property described above with the intent to exercise some control over it.

109. Counterclaim-Defendants thereby deprived the Firm of the right to possession of the property described above.

110. As a direct and proximate result of Dreyer’s conduct, the Firm has been damaged in an amount to be proven at trial.

WHEREFORE Defendant and Counterclaimant The Law Office of Charles J. Sticklen, Jr., P.C., prays the Court enter judgment in his favor and against Plaintiffs and Counterclaim-

Defendants Shelly Dreyer, Andrew "Keegan" Tinney, and Dreyer & Tinney Law Firm, LLC, jointly and severally, for:

- a. A money judgment in an amount to be proven at trial;
- b. For an injunction directing Dreyer and Tinney to immediately return all property taken from the Firm;
- c. for post-judgment interest at the maximum allowable statutory rate;
- d. for its costs and fees incurred herein;
- e. and for such other and further relief as the Court deems just and proper.

**COUNT VII – UNJUST ENRICHMENT
(AS TO ALL COUNTERCLAIM-DEFENDANTS)**

111. Defendant and Counterclaimants hereby incorporate the allegations contained in each and every preceding paragraph of their Complaint as though set forth fully herein.

112. By way of Dreyer and Tinney's removal of client settlement funds, improper removal of client files, and improper diversion of funds owed to the Firm or Mr. Sticklen, the Firm and Mr. Sticklen have unwillingly conferred benefits on Counterclaim-Defendants.

113. Counterclaim-Defendants appreciated those benefits conferred by Mr. Sticklen and the Firm.

114. Counterclaim-Defendants accepted and retained those benefits under such circumstances that it would be inequitable for Counterclaim-Defendants to retain the benefits without paying the value thereof.

115. As a direct and proximate result of Counterclaim-Defendants' conduct, Mr. Sticklen and the Firm have been damaged in an amount to be proven at trial.

WHEREFORE Defendants and Counterclaimants Charles Sticklen and the Law Office of Charles J. Sticklen, Jr., P.C., pray the Court enter judgment in his favor and against Plaintiffs and

Counterclaim-Defendants Shelly Dreyer, Andrew “Keegan” Tinney, and Dreyer & Tinney Law Firm, LLC, jointly and severally, for a money judgment in an amount to be proven at trial, for post-judgment interest at the maximum allowable statutory rate, for their costs and fees incurred herein, and for such other and further relief as the Court deems just and proper.

**COUNT VIII – PRELIMINARY INJUNCTION
(AS TO ALL COUNTERCLAIM-DEFENDANTS)**

116. Defendants and Counterclaimants hereby incorporate the allegations contained in each and every preceding paragraph of their Complaint as though set forth fully herein.

117. Based on the extensive wrongful conduct of Counterclaim-Defendants identified above, Counterclaim-Defendants are currently in possession of Mr. Sticklen or the Firm’s property including, among other things, computers, attorneys fees from cases wrongfully diverted to the New Firm, information stored on the Firm’s computers, and various other personal property. In addition, Counterclaim-Defendants are in possession of the only copies of numerous client files that, while they are not the property of any attorney, were transferred to the New Firm by Dreyer or Tinney without providing the clients with the ability to make an informed choice of counsel pursuant to *Cupples I*.

118. Accordingly, Mr. Sticklen and the Firm face a significant threat of irreparable harm if such property and files are not safeguarded during the pendency of this litigation.

119. Without an injunction, potential harm is great, not only to Mr. Sticklen and the Firm, but to the Firm’s clients. There is also a significant risk that Counterclaim-Defendants may remove or hide assets or property based on their willingness to perform similar actions prior to their departure from the Firm.

120. Any potential injury to Counterclaim-Defendants, by comparison, is small. Counterclaim-Defendants would still be able to operate the New Firm and use the property in furtherance of their economic self-interest.

121. Accordingly, the balance of the equities weighs strongly in favor of granting an injunction.

122. Mr. Sticklen and the Firm, for all the reasons set forth more fully above, have demonstrated a strong likelihood that they will succeed on the merits of the claims asserted in this lawsuit.

123. The public interest would be served by the grant of a preliminary injunction that preserves the status quo. There is no higher public interest within the context of the legal profession than safeguarding clients and the public confidence in the legal profession. Similarly, the public has a strong interest in preventing unethical conduct within the practice of law.

124. Mr. Sticklen and the Firm are entitled to a preliminary injunction preventing Counterclaim-Defendants from transferring, disposing, or wasting his Firm's property and profits, and preventing the transfer of client files absent clear and proper direction from the client(s) in response to proper communications pursuant to *Cupples I*.

WHEREFORE Defendants and Counterclaimants Charles Sticklen and the Law Office of Charles J. Sticklen, Jr., P.C., pray the Court enter judgment in his favor and against Plaintiffs and Counterclaim-Defendants Shelly Dreyer, Andrew "Keegan" Tinney, and Dreyer & Tinney Law Firm, LLC, for the following injunctive relief:

a. directing Counterclaim-Defendants to deliver a sufficiently detailed list of all files, data, information, and other personal property that any Counterclaim-Defendant removed from the Joplin office of the Firm;

- b. directing Counterclaim-Defendants to keep, safeguard, and not dispose of any of the property they obtained from the Joplin office of the Firm;
- c. directing Counterclaim-Defendants to provide a list of all client files they purport to have obtained authority to transfer to the New Firm from the Firm;
- d. for their costs and fees incurred herein; and
- e. for such other and further relief as the Court deems just and proper.

DATED: July 12, 2023

Respectfully submitted,

/s/ Jason C. Smith
Jason C. Smith Mo. Bar No. 57657
Michael Seitz Mo. Bar No. 69337
Benjamin J. Shantz Mo. Bar No. 70352
SPENCER FANE LLP
2144 E. Republic Road, Ste. B300
Springfield, MO 65804
Telephone: 417-888-1000
Facsimile: 417-881-8035
jcsmith@spencerfane.com
mseitz@spencerfane.com
bshantz@spencerfane.com
*Attorneys for Defendants and
Counterclaimants*

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