

IN THE
CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

THRIVE ST. LOUIS, INC.)
a Missouri non-profit corporation,)
)
and)
BRIDGET VANMEANS,)
an individual,)
)
Plaintiffs,)
)
versus)
)
AARON LEU,) Cause No. _____
an individual, and)
Serve:) Division _____
3209 Meeker St.)
St. Charles, MO 63301)
)
TRICIA LEU,)
an individual, and)
Serve:)
3209 Meeker St.)
St. Charles, MO 63301)
)
Defendants.)

PETITION FOR DAMAGES

COME NOW plaintiffs and for their causes of action against defendants, state:

INTRODUCTION

1. Plaintiffs Thrive St. Louis, Inc. ("Thrive") and Bridget VanMeans, Thrive's president, bring this action to vindicate the truth in the face of a conspiracy to smear Ms. VanMeans and Thrive's Board members, causing severe and potentially irreparable damage to Thrive, with false and defamatory charges of financial impropriety, mismanagement, fiduciary neglect, and unethical and abusive behavior.

2. The named defendants and others, have conspired to promote a vicious narrative of abuse and mismanagement by leveraging facially dubious and demonstrably false accusations made by defendants Aaron and Tricia Leu in retaliation against Ms. VanMeans for having them reported to child protective services due to their child neglect and abuse, as she was legally obligated to do under Mo. Rev. Stat. § 210.115. There is also reason to conclude that Mr. Leu in particular is deflecting onto Ms. VanMeans his own responsibility for the child neglect and family dysfunction resulting in significant part from his adherence to harmful tenets of the “Jewish Roots” sect/cult to which he and Ms. Leu belonged in the timeframe.

3. The Leus manipulated disgruntled former and current Thrive employees with their fabricated tale of “spiritual, emotional and psychological abuse,” to form a “committee” to attack Ms. VanMeans and demand her termination. When that tactic failed, the Leus took their tale to local church leaders and Thrive benefactors who, with culpable credulity, lent their weight to the conspiracy. Under the pretext of demanding an “independent” investigation, these church leaders sought to pressure Thrive’s Board into terminating Ms. VanMeans by halting current financial commitments and withholding significant future support.

4. The Leus’ accusations against Ms. VanMeans and Thrive’s Board members were recklessly accepted by these defendants despite warnings from Thrive Board members, who were knowledgeable of the facts, that confidential information and documents of Thrive and independent third parties would demonstrate the falsity of their claims.

5. These defendants refused Thrive’s repeated requests for patience while Thrive’s Board worked through legal processes to obtain the ability to release the confidential exculpatory information. These defendants recklessly persisted in and escalated their false and defamatory narrative to engineer a media campaign to justify a self-appointed so-called “Ad Hoc

committee,” whose stated “sole purpose” is to depose Ms. VanMeans and to install a new Board to “transition to a new chapter” for Thrive.

6. Plaintiff Thrive brings this action (1) to halt the unlawful attempted takeover of Thrive’s Board, (2) to avail itself of the rigors of the judicial process to reveal the truth regarding the retaliatory and defamatory actions of defendants (in other words, to provide for an independent investigation), (3) to vindicate the actions of Thrive’s Board in addressing the specious claims of the Leus and others defendants, (4) to attempt to restore the damaged reputation of Thrive and its leadership, and (5) to obtain compensation for the significant financial harm defendants caused to Thrive.

7. Plaintiff Bridget VanMeans brings her action to vindicate her good name and reputation in the face of defendants’ retaliation and defamatory smears.

ALLEGATIONS COMMON TO ALL COUNTS

Plaintiff Thrive St. Louis, Inc.

8. Plaintiff Thrive St. Louis, Inc. (“Thrive”) is a Missouri non-profit corporation in good standing with an office for the conduct of its ordinary business in St. Charles County, at 305A Mid Rivers Mall Drive, St. Peters, Missouri 63376.

9. Thrive was founded in 1983 to provide material and spiritual assistance to women facing crisis pregnancies. Offering all services and assistance at no cost to clients and their families, Thrive seeks to spread compassion and hope to the local community in tangible and meaningful ways. Over the years, Thrive served thousands of women, provided thousands of medical test and ultrasound screenings and provided tens of thousands of maternal and infant supply items at no cost.

10. Thrive has a Four Star (highest) rating from Charity Navigator, signifying that Thrive meets highest standards and conforms to best practices in non-profit management and accountability. Thrive's Board engages an independent certified public accountant (CPA) to review the annual financial statements, and it maintains appropriate ongoing communication with the independent CPA.

11. As a non-profit organization, Thrive depends almost exclusively on public support through voluntary charitable contributions. Consequently, Thrive's ability to perform its mission and serve its clients depends heavily upon its reputation for effectiveness and accountability.

12. Founded as an outreach of many Christian communities, Thrive receives significant financial support from many local Christian denominations, churches, and individuals. Therefore, Thrive's reputation for adherence to Christian principles in the conduct of its work and mission is essential to its financial viability.

Plaintiff Bridget VanMeans

13. Plaintiff Bridget VanMeans, an individual, is a resident of St. Charles County, Missouri. Ms. VanMeans became President of Thrive in 2009, at a time when Thrive faced enormous financial and operational challenges. Drawing on her prior experience in business, Ms. VanMeans immediately set about turning things around. During Ms. VanMeans' leadership at Thrive she not only secured Thrive's firm financial condition, but she greatly expanded its reach, establishing four clinics with nearly 60 employees and 70 volunteers.

14. On a personal level, Ms. VanMeans is also highly regarded among benefactors, staff, and volunteers. An apt example of Ms. VanMeans' leadership was attested to in a retirement letter Ms. VanMeans received several years ago from the outgoing Regional Manager of Medical Centers, Diane Vaughan, R.N., whose tenure coincided with Ms. VanMeans'. In her letter, Ms. Vaughan thanked Ms. VanMeans "for all that you have invested in my life, [enhancing

my stature] in personal confidence, in leadership, in management, in sacrifice, and overall holistic growth..." Ms. Vaughan continued: "I simply can't say enough of the great things about you as my Boss and as the President of ThriVe®..." Ms. Vaughan concluded: "Thank you for your fearless leadership, loving guidance, and your example..."

Defendants Aaron Leu and Tricia Leu

15. Defendants Aaron Leu and Tricia Leu, individuals, husband and wife, are residents of St. Charles County. They launched their conspiracy against Thrive and first defamed Ms. VanMeans in St. Charles County.

16. Ms. Leu was a client/patient of Thrive at the time of Ms. VanMeans' arrival as president, in 2009, and they became acquainted at that time. Shortly afterward, Ms. Leu met and married Mr. Leu in an arranged marriage through a "Jewish Roots" sect/cult to which Mr. Leu and his parents belonged. In 2011, Ms. Leu moved to Ohio with Mr. Leu. Ms. Leu maintained contact with Ms. VanMeans only sporadically between 2011 and 2021.

17. In 2021, Ms. Leu and Ms. VanMeans reconnected when the Leus were speakers at a Thrive conference. Through this connection, Mr. Leu eventually became employed by Thrive in December 2021.

18. Shortly after beginning in his position at Thrive, the Leus experienced marital strife in connection with revelations of profound and longstanding medical, nutritional and educational neglect of their children (incidents of which were reported to Missouri Division of Family and Children's Services) due to Mr. Leu's adherence to rules and practices of the "Jewish Roots" sect/cult to which they had belonged. Additionally, incidents of past child sexual abuse were revealed, which were also reported to Missouri DCFS and, upon information and belief, reported to authorities in Mr. Leu's hometown in Ohio.

19. Mr. Leu resigned from his employment at Thrive in July, 2022.

20. Following his resignation from Thrive, in October, 2022, Mr. Leu filed to divorce Ms. Leu, but the divorce was dismissed in December of that year. The Leus have asserted that they thereafter undertook a period of counselling to restore their marriage and family.

The Leus Form a Committee to Attack Ms. VanMeans

21. Upon information and belief, in late 2023, Mr. Leu contrived to create and propagate a false narrative regarding his marital and family difficulties, to deflect from his own culpability for the marriage trouble and grave child neglect/abuse that brought it about and to retaliate against Ms. VanMeans who he viewed as responsible for hotline reports to state agencies in connection with child neglect and sexual abuse. Upon information and belief, he convinced Ms. Leu that Ms. VanMeans was responsible for “nearly destroying” their marriage and family through, among other accusations, “spiritual, emotional and psychological abuse,” and “Manipulation, authoritarianism, exploitation, coercion, and legalism... used to groom [Ms. Leu]... into a position of enfeebled submission.” However, there is reason to suspect that Mr. Leu exercises a level of abusive dominance and control over Ms. Leu that Ms. Leu may be projecting onto Ms. VanMeans in order to cope with her marital situation.

22. Mr. and/or Ms. Leu concocted a story in which they asserted among other things that “Manipulation, authoritarianism, exploitation, coercion, and legalism were used [by Ms. VanMeans] to groom me, and many others who were under your leadership, into a position of enfeebled submission.” Ms. Leu asserts that “Condemnation, separation, distrust of self and shame are wounds we leave with as we come out from under your influence,” and “Many people have been wounded by you,” that some “are still gripped in fear,” and others “just want to move on and forget about the horror.” The document states, “Many men and women who joined the workforce of Thrive... had their own lives corrupted” by Ms. VanMeans. It asserts, “Women who come to Thrive to get help... were exploited instead.” The document continues

that Ms. VanMeans' "harsh threats kept me in a position of fear and submission... for almost two years."

23. These accusations were memorialized in a document purporting to be a letter from Ms. Leu to Ms. VanMeans that was never delivered to Ms. VanMeans or Thrive's Board until *after it had been widely circulated* to many Thrive supporters and benefactors. A true and accurate copy of the faux letter to Ms. VanMeans is attached hereto as **Exhibit A**. **Exhibit A** contains the sum and substance of the verbal accusations repeatedly made by Mr. and/or Ms. Leu and republished by the Committee. Upon information and belief the church leaders and "Ad Hoc committee" referred to below also republished **Exhibit A** and/or its defamatory content.

24. The accusations against Ms. VanMeans as set forth in **Exhibit A** and as transmitted verbally by defendants are absolutely false and the Leus knew they were false, as more fully described below.

25. As part of their project, the Leus recruited other former employees who had axes to grind with Ms. VanMeans, in order to bolster the credibility of the relatively shocking accusations they were making against Ms. VanMeans. Mr. Leu and Ms. Leu communicated to these former employees the contents of **Exhibit A** and similar defamatory accusations against Ms. VanMeans in order to turn them against her.

26. The first among these were Jana and Bart Coffman, residents of St. Charles County, and their 24-year-old daughter Tabitha, a former administrative assistant who quit Thrive after Ms. VanMeans declined her request for a raise. Jana Coffman resigned from her volunteer position with Thrive after Tabitha quit.

27. Sandie Hea, a resident of St. Charles County, was another of the first persons to whom the Leus conveyed their defamatory tale of abuse against Ms. VanMeans.

28. Together, upon information and belief, the Leus, the Coffmans, and Ms. Hea, entered an agreement to recruit others to form a “committee,” as Mr. Leu called it (hereinafter, “the Committee”), to spread their defamatory tale so as to intimidate Thrive’s Board into terminating Ms. VanMeans as Thrive’s president.

29. During their respective involvements with Thrive, Jana Coffman and Ms. Hea had access to Thrive’s donor list and employee contact information. Upon information and belief, Ms. Hea and/or Jana Coffman misappropriated these lists to assist the Committee in publicizing their false narrative and pressuring Thrive’s Board into firing Ms. VanMeans.

30. Leveraging Ms. Leu’s histrionic tale that Ms. VanMeans subjected her to “spiritual, emotional and psychological abuse,” “manipulation,” “exploitation,” “coercion,” “condemnation,” “abusive actions and tactics,” “brainwashing,” “harsh reprimands and bullying tactics,” “horror,” “dictatorial leadership,” etc., together with Tabitha Coffman’s melodramatic accusations of Ms. VanMeans’ “groom[ing],” “domineering leadership, spiritual abuse and culture of fear,” “years of hurt and manipulation,” and “years of spiritual and emotional abuse,” upon information and belief, Mr. Leu recruited a number of Committee members:

- a. **Sherry Cybularz**, who *quit Thrive 10 years ago* after receiving a negative performance review, and whose letter complained about difficulty working with Ms. VanMeans *but contained no accusations of spiritual, emotional or psychological abuse*;
- b. **Brenda Petruso**, who *quit nine years ago* under threat of termination and whose letter complained of difficulty working with Ms. VanMeans, *but contained no accusations of spiritual, emotional or psychological abuse*;

- c. **Michelle Howard** a parttime, on-again-off-again PRN nurse for eight years, who resigned in 2023, and whose letter complained that “the leadership at Thrive is in sin and will not repent,” ***but contained no accusation of being the victim of any kind of abuse;***
- d. **Ryan Runion**, who worked ***briefly*** in 2020, had no direct contact with Ms. VanMeans, was “disappointed” that his “process improvement” ideas weren’t accepted, and ***quit*** when Thrive denied him permission to take three weeks leave, and whose letter ***contained no accusation of any kind of abuse;***
- e. **Four Anonymous Current Employees**, two of whom report only ***hearsay*** (i.e., no personal knowledge), and ***none allege any kind of abuse by Ms. VanMeans.***

31. It is important to note that none of the Committee members except Mr. Leu and the Coffmans presented ***anything*** to Thrive’s Board for its investigation/verification, before the Committee went public with their accusations and published **Exhibit A** and letters from the above individuals to Thrive benefactors.

32. Thrive’s Board was first approached by the Committee in January, 2024 by Ms. Hea, a former Thrive benefactor, volunteer and close friend of the Leus. Ms. Hea arranged a meeting with a Thrive Board member on January 19, 2023, to present allegations against Ms. VanMeans that Ms. Hea claimed to have received from “whistleblowers.” Ms. Hea conveyed the following specific allegations: (1) that a major benefactor gave money to Thrive for the purchase of a van that was never purchased, (2) that Ms. VanMeans has been untruthful in public communications contrary to industry ethical standards, (3) that Ms. VanMeans’ development costs are extravagant, (4) that Ms. VanMeans shamed employees into quitting, (5) that Ms. VanMeans was overbearing in her management, and (6) employee turnover at Thrive is

high under Ms. VanMeans. When the Board Member asked Ms. Hea what the goal of the “committee” was, Ms. Hea responded: “To oust Bridget.”

33. Following that meeting, Ms. Hea arranged for Mr. Eckhardt and Board chair Mr. Weber to meet with her and the Leus at the Leus’ home in St. Charles County. This meeting took place on March 6, 2024, and lasted about four hours.

34. At the outset, Mr. Weber was interested in the specifics behind the first three accusations on Ms. Hea’s January 19 list – i.e., the financial accusations. Ms. Hea offered no justification for them except to say, “They just don’t add up.” Ms. Hea then redirected the meeting to the Leus to share their story. Ms. Hea said, “While there are other stories, the Leus’ is the most extreme.”

35. Mr. Leu then went on for some hours, in which he stated that, not long after joining Thrive, he began feeling “inadequate” and believing he was not meeting Bridget’s expectations in the new role. He said he “struggled” with that and that impacted his marriage and Ms. Leu’s work with Thrive. Mr. Leu reported that Ms. Leu told him stories about Ms.

VanMeans “manipulating” her and interfering in her marriage by frequently telling Ms. Leu how to communicate with him. Mr. Leu stated that Ms. VanMeans “had verbally and spiritually abused” Ms. Leu and him.

36. During the long rendition, Mr. Leu accused Ms. VanMeans of “spiritual, emotional, and psychological abuse” over Ms. Leu, and exercising “power” and “manipulation” over her. He accused Ms. VanMeans of “dominating” and “brainwashing” Ms. Leu and convincing her that her husband was an abuser. In general, Mr. Leu shared allegations identical to and consistent with the accusations in Exhibit A.

37. Significantly, Ms. Leu was present throughout this meeting, sitting silently on a nearby chair; she rarely spoke, leaving Mr. Leu to tell the story. She spoke up only three times.

As she spoke, she sat with her legs and feet pulled under her, sitting on her feet, semi-fetal, with her arms held near her face, visibly shaking as she spoke. These are the three things she said, referring to Mr. Leu: (1) “He still struggles with homosexuality.” (2) “We’ve been in a ‘religious cult for 10 years.” and (3) “There have been issues of child abuse.” Mr. Leu did not address any of these statements and, instead, in each instance quickly took back control of the conversation to reemphasize that this was all about Ms. VanMeans being “verbally and spiritually abusive” toward them and demanding that Ms. VanMeans be removed as CEO of Thrive for not living up to their expectations as a Christian leader.

38. After Mr. Leu finished speaking, Mr. Weber indicated that the Board would be willing to address these matters under Thrive’s standard process of engagement and conciliation; but each of them – the Leus and Ms. Hea refused that process and insisted that Ms. VanMeans must be removed. Recognizing that the Board could needed more than this meeting, Ms. Hea and the Leus agreed to prepare and submit to the Board members letters of their story along with letters from other members of their “committee.”

39. On March 7, 2024, Mr. Eckhardt contacted Ms. Hea and advised that the letters the “committee” was preparing for submission should be signed legibly so that the Board could follow up with those presenting them. Mr. Weber also indicated to Ms. Hea that “speed was important” in getting the letters. Ms. Hea agreed to these requests.

40. Despite these commitments, Mr. Leu emailed Mr. Weber on March 13 refusing to provide written statements from “committee” members “without a clear plan of how these will be handled,” requesting that they be read to the Board by the “committee” members in person, and “requesting that confidentiality agreements be signed before these letters are received,” on the grounds that the “stories... are extremely personal and detail very traumatic events.”

Inconsistently with his justification for confidentiality Mr. Leu immediately threatened, “know

that the more time that lapses, the number of individuals who are being made aware of these stories of Bridget's abuse are increasing." He continued: "Even in the last couple of days, new significant donors have expressed concern." Mr. Leu suggested that Ms. VanMeans should already have been "put on temporary leave, while investigation occurs, with the gravity of the stories already shared with you." Finally, he demanded an "emergency executive session be called... within the next week (by March 20)... Should this not happen, we will begin contacting additional Board members personally... which will likely be a negative mark on your leadership..."

41. It was obvious on the face of this email that Mr. Leu and the "committee" were not genuinely concerned about "confidentiality" of "extremely personal... traumatic events" or in any meaningful hearing by the Board, as he *brazenly admitted* that the "committee" already had circulated "these stories" to an "increasing" "number of individuals" including "significant donors," who were "expressing concern."

42. Indeed, it was clear that that the Leus and the "committee" were not the least interested in any form of due process for Ms. VanMeans nor any outcome other than her ignominious termination. Thus, clearly, Ms. Hea, the Leus, and their "committee" were not interested in a fair, deliberate, or transparent process, but only in forcing the Board to remove Ms. VanMeans immediately from her position ***without any meaningful investigation whatsoever.***

43. On March 22, 2024, Mr. Leu sent an email to others he believed to be Thrive Board members and benefactors. In that email, he asserted that "soon" after his arrival at Thrive, "my family... [was] thrown into a nightmare of events, under the leadership of Bridget VanMeans, that ultimately resulted in the destruction of our marriage and children with her proactively separating us and encouraging us to divorce without biblical grounds." He further

asserted that Ms. VanMeans had exercised “spiritually abusive control” over the Leus and engaged in “emotional and spiritual abuse” against them. He went on to assert that they were in contact with “other past employees of Thrive, most of whom had been shunned with false slanders [sic] [by Ms. VanMeans], like us.” He continued: “The stories we began to hear were devastating; fifteen years of stories of the same controlling and manipulative tactics, leaving ones damaged and suffering alone.”

44. Mr. Leu asserted that he had “recently met with Mr. Eckhardt and Mr. Weber on March 6th to share our experiences and the experiences of others,” an assertion that he knew was false and deliberately misleading, since Mr. Leu had in fact broken his and Ms. Hea’s promises to provide the written accounts of the “experiences of others.”

45. Having refused to present their letters to the Thrive Board, as they promised, on the pretext of confidentiality, the “committee” opted instead to broadcast them to various churches and Thrive donors in a blatant effort to coerce the Board into firing Ms. VanMeans under the threat of losing financial support. To aid them in this pursuit, upon information and belief, Mr. Leu enlisted the help of Pastor Wes Martin to use his stature among local Protestant clergy to spread the Committee’s narrative and induce Thrive supporters to withhold financial support from Thrive.

The Committee Publishes the Defamation to Church Leaders

46. In mid-May, 2024, Pastor Martin contacted Thrive Board Chair Mr. Weber, stating, “I’ve been asked to contact the board at Thrive and ask for a confidential meeting. I have two current employees willing to come forward to bring credibility to the testimony of [Ms. Leu] (see attachment) and give their own personal testimony. They’re asking me to mediate a meeting with all the board present and for their identities to be kept confidential until we meet.”

47. The attachment referenced by Pastor Martin was **Exhibit A**. Before this time, no one at Thrive had actually received any rendition from Ms. Leu of her experience, but only the highly unusual narration Mr. Leu gave on March 6. Besides the three remarks noted above, no one at Thrive had received any verbalization from Ms. Leu regarding any of the events that were rapidly becoming the center of a whirlwind of accusations against Ms. VanMeans.

48. In response to Pastor Martin's invitation, a meeting was scheduled for June 11, 2024 at Grace Church. When Mr. Weber and another Board member attended the meeting, Pastor Martin presented no witnesses or any other evidence, although it appears Grace Church possessed, but withheld, accusatory letters that Thrive's Board later received from churches contacted by Pastor Martin. Neither of the Leus were present, nor were any other accusers, as had been suggested earlier by Pastor Martin. He told the Thrive Board members that he had previously met with Mr. Leu and was conveying Mr. Leu's story.

49. Pastor Martin had invited the Board to the meeting on the pretext that he would "mediate" between Thrive and the Leus, but it was clear from the start that he was an advocate, and he echoed Mr. Leu's insistence that Ms. VanMeans be fired. Mr. Weber told Pastor Martin that Mr. Leu's account was demonstrably false and requested that he allow Thrive time and an opportunity to resolve legal confidentiality restrictions to enable Thrive to share the exculpatory information.

50. Thrive Board members informed the Grace Church representatives that critical facts contradicting the Leus' claims were matters within legally required confidentiality (e.g., HIPAA, therapist-patient privilege, ministerial privilege, protection of minors, employee confidentiality) and could not be disclosed until they were reviewed by legal counsel. Moreover, Thrive Board Members requested three times that the Grace Church representatives

meet with Ms. Van Means to allow her an opportunity to present her side of the matters. These requests were refused.

51. Pastor Martin did not heed Mr. Weber's request and within days, Pastor Martin and Grace Church Senior Pastor Ron Tucker announced from the pulpit that Grace Church was withdrawing its support from Thrive based on allegation of abuse by Ms. VanMeans.

52. The Grace Church letter stated: "The allegations brought to our attention span over many years and have come from a multitude of different people, all with their own experiences. These include verbal and spiritual abuse, manipulative and unethical behavior..."

53. What's more, upon information and belief, it appears Pastor Martin had already – *i.e.*, before even meeting with Thrive's Board members – launched a campaign to defame and impugn Ms. VanMeans and among local Christian churches to foment pressure against Thrive's Board to force her termination.

54. Less than a week following Thrive's June 11 meeting with Pastor Martin, Thrive's Board received emails from five churches announcing they were halting support for Thrive based on "reports" they received. It was clear from the churches' correspondence that they had been given "talking points" and, in fact, two emails included *identical language*.

55. Some churches forwarded to Thrive these "reports." They consisted of copies of two letters purporting to be from Tricia Leu and Tabitha Coffman (each addressed to "Bridget") and copies of eight "letters" addressed to the Board from current or former employees – four of them anonymous. Ms. VanMeans had **never before been seen** the letter purportedly from Ms. Leu, and the Board had never seen any of the letters addressed to it.

56. The five church letters were as follows:

- a. **Pastor Kevin Wright of August Gate Church** emailed on June 10, 2024, stating that he directed that August Gate "discontinue the sending of future checks for the

time being,” because “we have been made aware of many accusations of abuse, domineering, manipulation, and unethical behavior on the part of... Bridget VanMeans. I’ve attached several documents that we’ve received that testify to the allegations...”

b. **Pastor John Richardson of First Free Church** emailed on June 15, 2024, to report, “in recent months we have learned of serious credible misconduct allegation against Bridget VanMeans. We have spoken with current and former employees and read multiple accounts, including those attached to this email. [see paragraph 18, above]

We are very troubled by the weight of these accusations... As a result, First Free Church... is withdrawing our support from Thrive and ceasing all involvement...”

c. **Pastor Mike Hall of Kirk of the Hills Presbyterian Church** emailed on June 17, 2024, that his church was “pausing all financial support,” based on “several reports... [of] allegations [that] include abuse, false reporting, spiritual manipulation, and unethical behavior from... Bridget VanMeans.” In contrast to the facts pled in

paragraph 30, above, Pastor Hall reported that he had been told (falsely) that “you have also received these reports by way of letters from past employee and other area pastor.”

d. **Pastor Will DuVal of West Hills Church** emailed on June 17, 2024, regarding “Discontinuation of Thrive Support,” stating, “we have been made aware of many accusations of abuse, domineering, manipulation, and unethical behavior on the part of... Bridget VanMeans.” Pastor DuVal also reported he’d been told “Bridget VanMeans has been accused of demanding false reporting in order to generate more donations.”

e. **Rev. Pablo Rosales of Trinity Church Kirkwood**, emailed on June 18, 2024, to report, “over the last few weeks we have become aware of allegations against... Bridget VanMeans of abusive leadership as well as spiritual abuse... harsh treatment, as well as verbal abuse.” He continued, “We acknowledge that we do not know all the details, however, due to the severity of the allegations, our local mission committee has... decided to pause any giving...”

57. As the summer wore on and Thrive did not accede to the churches’ pressure, a new antagonist appeared, **Pastor Mike Bond of Liberty Church** in O’Fallon, Missouri. On July 17, 2024, Pastor Bond delivered an email essentially tracking the charges and demands of the prior church letters. He attached a ten page “letter,” dated July 16, 2024, from former Thrive employee Diane Vaughan, RN, BSN. Ms. Vaughan is the same former employee that, at her retirement, gave Ms. VanMeans the glowing praise quoted in paragraph __ above. The overwhelming bulk of Ms. Vaughan’s letter related to matters unrelated to Ms. VanMeans, but she revealed that her view of Ms. VanMeans changed because of what she learned from Mr. Leu:

It was in November 2023 that [Mr. Leu] reached out to me. What I heard was heart wrenching. What happened to him and [Ms. Leu]... should never have taken place. Their family was nearly decimated because the leader of Thrive believed she had some kind of spiritual authority over their lives and that she could dictate their actions. What they went through was wrong, and yes, I believe abusive on many levels and that anyone with a little common sense could have and should have seen that to be the case. It was their story that brought me to realize I could not ignore this toxic behavior in Thrive’s President any longer.

58. This was the latest example of how the Leus’ lies fueled the smear campaign against Ms. VanMeans.

59. Ms. Vaughan’s repeating these lies emboldened Pastor Bond to become a leader in the campaign against Ms. VanMeans. In the weeks that followed, Pastor Bond: (a) sent several

other email demands to Thrive's Board, (b) contributed to a 9/5/24 front page article in the St. Louis Post-Dispatch that featured the Leus vicious lies, (c) appeared on the NewTalkSTL Mike Ferguson Morning Show on 9/6/24, and (d) formed with others a self-appointed "Ad Hoc committee" that has announced its intention to take over the Board in order to fire Ms. VanMeans.

60. In his appearance on the Mike Ferguson Morning Show Pastor Bond explicitly cited Ms. Vaughan's "letter" to the Board as the reason he got involved in the campaign against Ms. VanMeans. Pastor Bond accused Ms. VanMeans of "creating a culture where employees are treated at a level none of us would consider acceptable," but said he was "hesitant to share some of those stories," but when the host asked him for "specific behaviors," rather than "generalities," he cited none.

61. Pastor Bond has also falsely impugned Thrive's Board by stating that the various churches he spoke with and, specifically, Pastor Martin at Grace Church, had sought to meet with Ms. VanMeans to work things out. This was absolutely false: no church ever requested to hear Ms. VanMeans' side of the story. Indeed, prior to the June 11, 2024 meeting at Grace Church, Pastor Martin rejected three separate requests by Mr. Weber to have Ms. VanMeans attend the meeting.

62. Moreover, each of the churches that wrote to Thrive's Board, including Pastor Bond's,¹ received a letter from Thrive's attorney telling them the same thing:

My review of the facts indicate that my clients have been the victims of egregious slander by Aaron and Tricia Leu and several disgruntled former employees, in a campaign apparently being orchestrated by Pastor Martin of Grace Church St. Louis. Representatives of Grace Church met with Board Members of Thrive presenting the defamatory claims made by the Leus and the former employees, but they did not afford Thrive or Ms. Van Means a

¹ The letter quoted here is, in fact, the 8/2/24 letter Thrive's counsel sent to Pastor Bond – contradicting his statement on the Mike Ferguson radio show that Thrive's Board never responded to the letter said he sent two month prior.

reasonable opportunity to present their side of the matter. Specifically, Thrive Board Members informed the Grace Church representatives that critical facts contradicting the Leus' claims were matters within legally required confidentiality (e.g., HIPAA, therapist-patient privilege, ministerial privilege, protection of minors, employee confidentiality) and could not be disclosed until they were reviewed by legal counsel. Moreover, Thrive Board Members requested three times that the Grace Church representatives meet with Ms. Van Means to allow her an opportunity to present her side of the matters. These requests were refused.

63. Furthermore, all of the churches, including Pastor Bond's, were told by Thrive's attorney:

Under the seal of the attorney-client privilege, I have reviewed the confidential factual matters that Pastor Martin/Grace Church refused to wait for, and I can tell you that the Leus' and their accomplices' accusations are demonstrably false, and the contradictory facts are corroborated by multiple independent witnesses and unassailable documentation. These matters will all come to light in the defamation action my clients intend to file...

64. Despite these cautions, Pastor Bond pushed forward in forming the "Ad Hoc committee" and, on September 11, 2024, presented to the Board an anonymous letter purportedly "endorsed" by a majority of current Thrive employees. But the anonymous letter indicates on its face that employees have been lied to about the Board's response to "the recent, serious allegations leveled against Thrive leadership." They were told the allegations were treated in an "egregious and dismissive manner in which they were mishandled, namely to be ignored and not addressed at all..." Whatever employees "endorsed" the anonymous letter were falsely told that the Board was engaged in "gross negligence and use of cease & desist letters as legal threats against any dissent," and engaged in "actions... to hide and suppress information," and "cover up."

65. Pastor Bond's anonymous employee "endorsed" letter came in an email with a thinly veiled demand that the Board relinquish leadership. That demand became explicit in an email sent a few hours later the same day. Pastor Bond and others announced they had "formed" an "Ad Hoc committee" "for the sole purpose to see that [Ms. VanMeans] is no longer

President/CEO, get an expanded board in place and transition to a new chapter for ThriVe's clients and stakeholders." The email sought "a productive dialogue" with Board chair Mr. Weber, but required that the parties "put the Leu issue aside." It concluded with a request for response "prior to Friday evening," September 13th.

Actual Events Concerning Ms. VanMeans and the Leus

66. As Ms. VanMeans was just beginning as president of Thrive, in 2009, she became acquainted with defendant Tricia Leu, as yet unmarried, who was finishing her course as a client of Thrive. Prior to that time, Ms. Leu had been recognized as an Ambassador of Thrive because Thrive had been instrumental in Ms. Leu's recovery from drug and alcohol addiction and in leaving behind a life of prostitution.²

67. Not long after, Ms. Leu entered into a marriage with defendant Aaron Leu, arranged through the mediation of "Jewish Roots" movement cult leader Jim Staley, who later plead guilty to and was sentenced to seven years imprisonment for defrauding elderly investors of millions of dollars.

68. Following the marriage, Ms. Leu moved to Ohio, Mr. Leu's home, where the Leus raised ___ children while embracing the cult practices of the Jewish Roots movement, including among other things extreme dietary restrictions, refusal of medical interventions, and mandatory home schooling of the children.

69. From the time of the move to Ohio, in 2011, until late 2020, Ms. Leu had little contact with Thrive or Ms. VanMeans. In September of 2020, the Leus were invited to speak at a Thrive event, to recount their experience since Tricia's recovery at Thrive, about which they had published a book, Love Awakening, in 2012. The Leus spoke again at the following year's "Experience 2021" event. At the time of these presentations, the Leus falsely presented

² <https://www.youtube.com/watch?v=nTz7FC1qlZo>

themselves as wealthy and successful business owners, that the children were healthy and properly educated, and that they were no longer involved with the Jewish Roots cult.

70. Shortly thereafter, based in significant part on the above representations, Mr. Leu was offered and accepted a position with Thrive to launch and run an outreach program to men.

71. The Leus arrived at their new home in St. Charles County early December, 2021.

72. By February, 2022, Ms. VanMeans became aware that the Leus had

misrepresented their involvement with cult practices when she was called upon to address an emergency medical situation with the Leus' five-year-old special needs child, who was on the verge of death from malnutrition and the consequences of the Leus' failure to have obtained necessary medical care for the infant throughout her short life.

73. At this time Ms. Leu refused to take the child for medical help, preferring to rely instead on cult practices. As a mandated reporter, Ms. VanMeans told Ms. Leu that unless Ms. Leu immediately took the child to the emergency department, Ms. VanMeans would report the Leus for child neglect to the Department of Children and Family Services.

74. Ms. Leu finally complied, and the child was taken to Children's Hospital in St. Louis. The child arrived at the hospital in imminent danger of death and was immediately admitted to the intensive care unit. Medical professionals were unsure the child would live and were appalled to learn of the systematic neglect of the child since birth. This neglect included the refusal to submit the child to routine corrective heart surgery, resulting in the child having a permanently deformed heart, significant pulmonary deficiency, shortened life span, and permanent breathing impairment. Moreover, the Leus' consistent refusal to provide proper nourishment had caused the child of five to be physically underdeveloped and developmentally delayed.

75. The attending medical team brought in psychiatrists and DFCS and determined that the Leus – and Mr. Leu in particular – had created a dangerous, abusive and neglectful household. The child remained hospitalized for some 10 days. As a condition to allowing the Leus to regain custody of their disabled five-year-old, the hospital staff with DCFS required the Leus to follow a formal medical structure and follow through on specific aftercare protocols and follow up visits as prescribed by the doctors.

76. In light of the situation, Thrive assigned Ms. Leu a caseworker (MSW) to assist with her and her children's needs. This caseworker put the Leus in contact with an independent marriage counselor, the cost of which Thrive covered.

77. In April, 2022, Ms. Leu contacted Ms. VanMeans in a state of desperation, stating that Mr. Leu was resisting her efforts to comply with the hospital's aftercare instructions and generally continuing to insist on the cult dietary rules and other cult practices. She stated that Mr. Leu refused to provide her any assistance in caring for and educating their children and was impeding her efforts to comply with the hospital's order regarding their disabled five year old.

78. At this time, Ms. Leu admitted that she and Mr. Leu had intentionally misrepresented their situation in order to secure Mr. Leu's employment with Thrive and to get Thrive to pay the Leu's relocation expenses. She referred to their misrepresentation as living a "double life." Among other things, Ms. Leu stated that they were in a huge amount of debt and had been dishonest about that. Ms. Leu also told Ms. VanMeans that she knew Mr. Leu was not fulfilling his work at Thrive, just as he was failing to fulfill his duties at home. She said that the family was in chaos and that she had lost all control. She said that she was desperate and threatened to kill herself if Mr. Leu did not change. After confirming that Ms. Leu was not planning suicide, Ms. VanMeans urged Ms. Leu to address these matters and her feelings with her counselor.

79. Ms. Leu also told Ms. VanMeans that Mr. Leu and she were looking into becoming real estate agents because Mr. Leu knew he “just didn’t have the skills to build a whole program” at Thrive, as he was hired to do.

80. In May, Ms. Leu told Ms. VanMeans that their five-year old disabled child had fallen down the stairs “in the chaos” of the household. Ms. VanMeans visited the home to check on the child, who was limping severely. Ms. Leu did not intend to take the child to the doctor. After Ms. VanMeans threatened to call the police, Ms. Leu took the child to the ER where the leg was diagnosed as broken.

81. Following this incident, Ms. Leu called Ms. VanMeans while Mr. Leu was out of the house to confess that she had not been homeschooling the children, that she was not herself a good student and never could homeschool the children. Ms. Leu said that she was afraid to send the children to school for fear that the authorities would discover the neglect and take the children away. She said that her “crying and begging” Mr. Leu to step up and help “was falling on deaf ears.”

82. During this conversation, Ms. Leu asked Ms. VanMeans to help her get her children “safe” and help her navigate a separation. Ms. VanMeans responded that she would support Ms. Leu, as long as Ms. Leu was open to God saving the marriage if possible.

83. Ms. VanMeans regarded this situation, which was new to her, as extreme and complex, and needed to involve experts. Accordingly, Ms. VanMeans scheduled an intervention including several Thrive’s employees to assure an accurate account of the event.

84. At the intervention, Ms. Leu articulated to Mr. Leu that she wanted a separation with the goal of reconciliation. She also repeated the needs set forth above regarding Mr. Leu’s taking responsibility to help with the children and the home. In response, Mr. Leu denied everything regarding the marriage, the household, and the children.

85. Eventually, the Leus each signed a "therapeutic separation" agreement and Mr. Leu moved out pursuant to the separation agreement. Thrive assisted Mr. Leu in finding lodging and a vehicle for transportation. The goal of the separation, as acknowledged by the Leu's, was to help Mr. Leu gain an appreciation for his family and a renewed sense of responsibility for them.

86. During a follow up meeting a month later with the same intervention group, it appeared that Mr. Leu was angry with the separation and was attempting to bully and intimidate Ms. Leu into abandoning it by financially and verbally abusing Ms. Leu. Ms. Leu confronted Mr. Leu with this behavior during a follow up meeting and she shared with Ms. VanMeans text messages and emails Mr. Leu had sent her containing this harassment.

87. During this time, Thrive paid for Mr. Leu and Ms. Leu to have separate counselors. Thrive also provided necessary food, clothing and other necessities to Ms. Leu and the children because Mr. Leu was withholding financial support.

88. Also during this time period, Ms. Leu disclosed that Mr. Leu's father, Timothy Leu, had sexually molested one of the Leu children, that Mr. Leu knew about it but that neither he nor Ms. Leu had done anything about it. Ms. Leu stated that Mr. Leu refused to confront his father and continued to allow the children to go to the father's home. Ms. Leu also disclosed that this child (grandfather's victim) had molested a sibling. The child (grandfather's victim) confirmed all incidents of abuse. As a result, Thrive's case manager and Ms. Leu's therapist redlined the DCFS and reported the abuse to the police in the locality of Mr. Leu's father.

89. As time went on, Mr. Leu became more abusive in his text and email communications. Ms. Leu provided these texts and emails to her case manager and therapist. After her therapist told her that Mr. Leu's behavior was dangerous and sociopathic, Ms. Leu asked Thrive to provide her a security system for her home. Ultimately, Ms. Leu's therapist,

who specialized in cult abuse, recommended that she divorce Mr. Leu because his behavior was not consistent with an intention for reconciliation.

90. Thereafter, Mr. Leu suddenly resigned from Thrive.

91. On October 11, 2022, Mr. Leu filed for divorce in the Circuit Court of St. Charles County, Cause No. 2211-FC01398.

92. Following his resignation, Thrive assisted Mr. Leu in finding new employment as

a painter. In the course of the divorce proceeding, Ms. Leu learned that Mr. Leu had received a \$125,000.00 cash buyout of Mr. Leu's interest in the Ohio restaurant/coffee shop he left to move to St. Louis. (Ms. VanMeans was instrumental in negotiating this buyout for Mr. Leu, after he had told her he expected only \$20,000.)

93. Shortly after learning of the buyout windfall, Ms. Leu decided to reconcile with Mr. Leu. Mr. Leu dismissed the divorce case December 13, 2022.

94. The Leus have asserted that they underwent counseling to heal their marriage in the year following. They raised no issues with Thrive about Ms. VanMeans or any of the significant Thrive assistance they had received before they inexplicably launched their attack in around November, 2023.

COUNT ONE

Defamation – Bridget VanMeans

95. Plaintiff Bridget VanMeans repeats and realleges the all facts set forth in all preceding paragraphs and incorporates them herein by this reference.

96. As alleged in detail above, defendants jointly and severally, individually and in concert published verbally and in writing on numerous and various occasions false and defamatory statements impugning Ms. VanMeans integrity, morality, and professional fitness and competence. Defendants aforesaid statements falsely attributed to Ms. VanMeans conduct incompatible with her profession and business and, thus, are per se defamatory.

97. Said defendants made and published these defamatory accusations and statements with actual knowledge of their falsity and/or with reckless disregard for their truth or falsity.

98. The defendants' false and defamatory statements and accusations were intended by defendants to harm Ms. VanMeans in her personal and professional reputation and with the specific illicit intention of obtaining the ignominious termination of her employment from Thrive.

99. The defendants' false and defamatory statements and accusations in fact had their intended effect in that numerous identifiable persons came to believe the false accusations and began to demand the termination of Ms. VanMeans' employment from Thrive.

100. As a direct and proximate result of defendants' wrongful conduct aforesaid, Ms. VanMeans had suffered and continues to suffer harm and damage to her personal and professional reputation, severe mental and emotional distress, financial loss and further ongoing harm.

WHEREFORE, plaintiff Bridget VanMeans respectfully prays judgment in its favor and against defendants jointly and severally awarding Thrive such damages as are indicated by the evidence, not less than \$25,000.00, for her costs herein expended and for such other and further relief as the Court shall deem just and proper.

COUNT TWO

Injurious Falsehood – Bridget VanMeans

101. Plaintiff Bridget VanMeans repeats and realleges the all facts set forth in all preceding paragraphs and incorporates them herein by this reference.

102. As alleged in detail above, defendants jointly and severally, individually, and in concert published false statements harmful to Ms. VanMeans' interests verbally and in writing on numerous and various occasions impugning Ms. VanMeans integrity, morality, and professional fitness and competence.

103. Said defendants made and published these false and harmful statement with actual knowledge of their falsity and/or with reckless disregard for their truth or falsity.

104. The defendants knew and intended and continue to intend for publication of the false and harmful statements are likely to result in harm to Ms. VanMeans' interests having a pecuniary value, with the specific illicit intention of obtaining the ignominious termination of Ms. VanMeans' employment from Thrive.

105. As a direct and proximate result of defendants' wrongful conduct aforesaid, Ms. VanMeans had suffered and continues to suffer harm and damage to her personal and professional reputation, severe mental and emotional distress, financial loss and further ongoing harm. Plaintiff Bridget VanMeans repeats and realleges the all facts set forth in all preceding paragraphs and incorporates them herein by this reference.

WHEREFORE, plaintiff Bridget VanMeans respectfully prays judgment in its favor and against defendants jointly and severally awarding Thrive such damages as are indicated by the evidence, not less than \$25,000.00, for her costs herein expended and for such other and further relief as the Court shall deem just and proper.

COUNT THREE Tortious Interference With Business Relationship – Thrive

106. Plaintiff Thrive repeats and realleges the all facts set forth in all preceding paragraphs and incorporates them herein by this reference.

107. Thrive had numerous and significant business expectancies with individuals, churches and other donors ("Thrive supporters").

108. Defendants knew about these relationships and expectancies with these Thrive supporters.

109. Defendants knowingly, intentionally, and deliberately induced these supporters, by malicious deceit, to break and abandon their support relationships with Thrive.

110. Defendants so acted without any justification.

111. Said defendants made and published these defamatory accusations and statements with actual knowledge of their falsity and/or with reckless disregard for their truth or falsity.

112. The defendants' false and harmful statements and accusations were intended by

defendants to harm Ms. VanMeans in her personal and professional reputation and with the specific illicit intention of obtaining the ignominious termination of her employment from Thrive.

113. The defendants' false and defamatory statements and accusations in fact had their intended effect in that numerous identifiable persons came to believe the false accusations and began to demand the termination of Ms. VanMeans' employment from Thrive.

114. As a direct and proximate result of defendants' wrongful conduct aforesaid, Ms.

VanMeans had suffered and continues to suffer harm and damage to her personal and professional reputation, severe mental and emotional distress, financial loss and further ongoing harm.

WHEREFORE, plaintiff Thrive St. Louis, Inc. respectfully prays judgment in its favor

and against defendants jointly and severally awarding Thrive such damages as are indicated by the evidence, not less than \$25,000.00, for Thrive's costs herein expended and for such other

and further relief as the Court shall deem just and proper.

COUNT FOUR **Injurious Falsehood – Thrive**

115. Plaintiff Thrive repeats and realleges the all facts set forth in all preceding paragraphs and incorporates them herein by this reference.

116. As alleged in detail above, defendants jointly and severally, individually, and in concert published false statements harmful to Thrive's interests verbally and in writing on numerous and various occasions impugning Thrive's executive and Board leadership.

117. Said defendants made and published these false and harmful statements with actual knowledge of their falsity and/or with reckless disregard for their truth or falsity.

118. The defendants knew and intended and continue to intend for publication of the false and harmful statements are likely to result in harm to Thrive's interests having a pecuniary value, with the specific illicit intention of fraudulently inducing individuals and entities who have supported Thrive financially and otherwise to cease their support.

119. As a direct and proximate result of defendants' wrongful conduct aforesaid, has suffered and continues to suffer harm and damage to its interests including the ongoing loss of financial support from long established supporters.

WHEREFORE, plaintiff Thrive St. Louis, Inc. respectfully prays judgment in its favor and against defendants jointly and severally awarding Thrive such damages as are indicated by the evidence, not less than \$25,000.00, for Thrive's costs herein expended and for such other and further relief as the Court shall deem just and proper.

Respectfully submitted,

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