

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

NORWOOD 2020 LLC,)
 a Missouri limited liability company)
)
 Plaintiff,)
)
 vs.)
)
 KEEP PUSHING, INC.,)
 a Missouri nonprofit corporation)
Serve:)
 7659 Folk Ave.)
 St. Louis, MO. 63143)
)
 and)
)
 SHANA POOLE-JONES,)
 an individual)
Serve:)
 4448 Enright Ave.)
 St. Louis, MO. 63108)
)
 Defendants.)

Case No.:

Division:

**INJUNCTIVE RELIEF
REQUESTED**

PETITION FOR DAMAGES AND INJUNCTIVE RELIEF

COMES NOW Plaintiff Norwood 2020 LLC (“Norwood”), by and through undersigned counsel, for its Petition against Defendants Keep Pushing, Inc. (“Keep Pushing”) and Shana Poole-Jones (“Jones”) (collectively “Defendants”) and states as follows:

Parties, Jurisdiction and Venue

1. Norwood is a Missouri limited liability company duly organized and existing under the laws of the State of Missouri with its principal place of business located at 217 Clarkson Executive Park, Ellisville, Missouri 63011 in St. Louis County.

2. Defendant Keep Pushing is a nonprofit corporation duly organized and existing under the laws of the State of Missouri with its principal place of business located at 7659 Folk Ave. St. Louis, Missouri 63143 in St. Louis County.

3. Defendant Jones is an individual who, upon information and belief, maintains her principal place of residence at 4448 Enright Avenue, St. Louis, Missouri 63108 and is the Chief Executive Officer and founder of Keep Pushing.

4. This Court has jurisdiction over Keep Pushing as its principal place of business is in St. Louis County and the tortious acts complained of herein occurred in St. Louis County.

5. This Court has jurisdiction over Jones because the tortious acts committed by her and complained of herein occurred on and around real property located in St. Louis County. Mo. Rev. Stat § 506.500.1(3).

6. Venue is proper before this Court as the cause of action occurred in St. Louis County, Missouri and concerns real property located in St. Louis County.

Facts Common to all Counts

The Property

7. Norwood owns the Norwood-Redfield apartment complex (the “Premises”), and its primary business is renting units inside the complex to numerous tenants under lease agreements.

8. Norwood also owns the property within the Premises located at 7260 Norstead Walk, St. Louis, MO. 63121 #3 (“Apartment Three”).

9. Apartment Three is occupied by a resident who is current on their rental payments and complies with all other terms of their lease agreement.

10. However, there are multiple residents living in the complex who are months behind on rental payments and therefore have been or will be named defendants in St. Louis County rent and possession lawsuits.

11. The prior tenant who occupied Apartment Three before its current resident was one such defendant in St. Louis County rent and possession action 20SL-AC06809. That tenant in October 2020 moved out of Apartment Three and the current resident moved in shortly thereafter.

The CDC Order

12. On September 4, 2020, the Centers for Disease Control and Prevention's ("CDC") Order and Eviction Moratorium temporarily halting evictions ("CDC Order") took effect. The CDC Order was then extended three times and now, absent a fourth extension, set to expire on June 30, 2021.

13. CDC affords its blanket eviction protection if the tenant simply attests that they are a "Covered Person" by signing under penalty of perjury a standardized CDC Declaration Form ("Declaration Form"), and then tendering the Declaration Form to their landlord and/or filing it with the court in order to halt the eviction proceedings initiated against them.¹

Defendants' Actions

14. Since the Covid-19 pandemic and associated CDC Orders, Keep Pushing has sought to assist tenants who claim to be facing pandemic-related hardships, are behind on

¹ Numerous courts, including in Missouri, are beginning to rule that such declaration forms and the CDC Order itself are unconstitutional and void. *See e.g., Terkel v. Centers for Disease Control & Prevention*, No. 6:20-CV-00564, 2021 WL 742877, at *10 (E.D. Tex. Feb. 25, 2021); *Skyworks, Ltd. v. Centers for Disease Control & Prevention*, No. 5:20-CV-2407, 2021 WL 911720, at *12 (N.D. Ohio Mar. 10, 2021); *Tiger Lily, LLC v. United States Dep't of Hous. & Urb. Dev.*, No. 21-5256, 2021 WL 1165170, at *1 (6th Cir. Mar. 29, 2021); *O'Fallon Lakes Apartments v. Adrian Dean*, St. Charles County, Missouri case number 2011-AC04213 (striking as unconstitutional the exact Declaration Form at issue in this case).

their rent payments, and therefore face potential eviction.

15. Jones, as an individual and while acting on behalf of Keep Pushing, engages in the same anti-eviction efforts.

16. When St. Louis County announced evictions would resume beginning early April 2021 and, one week later, the St. Louis County Council debated the issue, Keep Pushing and Jones' anti-eviction efforts increased.

17. Jones on April 12, 2021 posted a video to Facebook.com entitled "We Back Out Here, South County Here we Come" in which she describes her ongoing efforts to canvas specific, predetermined areas of St. Louis County in which she and others knock on certain doors and then provide to residents information and Declaration Forms, for the expressed purpose of halting a current eviction proceeding or preventing the filing of a rent and possession lawsuit in the near future. A photograph of the posted video is attached hereto as "Exhibit 1". Jones posted a similar video the day prior, on April 11, 2021.

18. Also in this April 12 video, Jones pans the camera downwards to reveal a map of the greater St. Louis area with twenty-three locations marked with red flags, each of which represents an individual property that was or currently is the subject of an eviction proceeding. A photograph of the map in the video is attached hereto as "Exhibit 2".

19. On the same document as the map is a web url address², which directs to an interactive map of fifty-nine marked addresses and, when clicked, reveals a description of the address and eviction case number associated with that address. A photograph of the map indicating Apartment Three as a targeted property with a red flag is attached hereto

² <https://tinyurl.com/stlturf3>

as “Exhibit 3”. There are numerous such maps, each with a unique url address and featuring flagged addresses to target.

20. There are two additional target addresses listed on the map that are inside the Premises: 7228 Norstead Walk #4, St. Louis, MO. 63121 and 7291 Woodstead Court #2, St. Louis, MO. 63121.

21. Jones on or about April 10, 2021 travelled to the Premises and knocked on certain doors, informing occupants of the CDC Order and providing to them copies of the Declaration Form, as well as a flyer that directs them to complete the Declaration Form and lists contact information for numerous legal assistance organizations in the St. Louis area (the “Documents”). A copy of the Documents Jones distributed is attached hereto as “Exhibit 4”. A screenshot indicating Defendants’ distribution of the Documents and Declaration Forms is attached hereto as “Exhibit 5”.

22. One of the doors Jones knocked on was Apartment Three. The current resident answered the door and was given the Documents. Jones left the resident her business card for Keep Pushing. (*See* Pl.’s Ex. 4).

23. Upon her receiving the Documents from Jones, Apartment Three’s resident was concerned and believed she was being evicted. Therefore, she contacted the property manager on site, who then informed her she was not, in fact, facing eviction.

24. Based on the maps and videos and, upon information and belief, Jones intends to continue knocking on doors to distribute the Documents and CDC Declarations.

COUNT I: TRESPASS

25. Plaintiff hereby incorporates paragraphs 1 through 24 above as if fully restated herein.

26. Norwood has ownership and possessory interests in the Premises and Apartment Three.

27. Defendants on or about April 10, 2021 unlawfully entered onto Norwood's property to knock on doors.

28. Defendants' trespass was intentional, willful, malicious, and represented a reckless indifference to the rights of others.

29. Defendants' trespass is ongoing and will be repeated in the future.

30. Defendants compiled, printed out, and then used a map and system of case numbers to target Norwood's property and then travel to commit trespass thereon, disrupting landlord-tenant relationships and inducing tenants to breach their lease agreements.

31. Accordingly, punitive damages for Defendants' trespass is warranted in this case because their targeting of Norwood's property represented a reckless indifference to the real property rights of Norwood and its tenants, in particular the tenant of Apartment Three. *Burnett v. Griffith*, 769 S.W.2d 780, 789 (Mo. banc 1989); Restatement (Second) Torts § 908(2) (1979).

WHEREFORE, Plaintiff requests this Court enter Judgment against Defendants in excess of \$5,000.00 for punitive damages; nominal damages for trespass to real property; relief in equity; and for such other relief as the Court deems just and proper.

COUNT II: TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

32. Plaintiff hereby incorporates Paragraphs 1 through 31 above as if fully restated herein.

33. Norwood has contractual lease agreements with those tenants who reside on the

Premises.

34. Norwood has a valid, fully-executed contract with the resident of Apartment Three, a copy of which is attached hereto as “Exhibit 6”.

35. Defendants compiled a list of pending rent and possession cases in St. Louis County and went to Apartment Three because that address was included on the list (*See* Pl.’s Ex. 3). Therefore, Defendants knew there was a contractual, landlord-tenant relationship in existence between the occupant of Apartment Three and Norwood.

36. Keep Pushing, by and through Jones, on or about April 10, 2021 intentionally travelled to the Premises pursuant to the list/map and, upon arrival, intentionally interfered with the landlord-tenant relationship in existence between Norwood and the residents of the Premises.

37. Defendants’ expressed goal was to induce the breach of valid lease agreements by providing to tenants the Documents and Declaration Form.

38. Defendants’ conduct on or about April 10, 2021 was without justification and damaged Norwood because it induced and incentivized nonpaying tenants to breach their lease agreements and withhold further rental payments to Norwood.

WHEREFORE, Plaintiff requests this Court enter Judgment against Defendants in excess of \$5,000.00 for punitive damages; for compensatory damages to Plaintiff for the additional rent payments withheld and loss of business expectancy; and for such other relief as the Court deems just and proper.

COUNT III: CIVIL CONSPIRACY

39. Plaintiff hereby incorporates Paragraphs 1 through 38 above as if fully restated herein.

40. A civil conspiracy claim may be plead against multiple tortfeasor defendants whose conduct combines to cause Plaintiff's injuries. *Zafft v. Eli Lilly & Co.*, 676 S.W.2d 241, 245 (Mo. 1984); *See also* Restatement (Second) Torts § 876(a), ill. 2.

41. Keep Pushing and Jones agreed to conspire against Norwood by creating or obtaining interactive maps and lists of rent and possession case numbers in St. Louis County and then agreed to target those residences in order to promulgate and implement their anti-eviction message.

42. The object of the agreement between Defendants was unlawful in that it was aimed at intentionally disrupting the contractual relations between Norwood and its tenants.

43. Defendants overtly engaged in the unlawful act of trespass when they acted pursuant to the interactive map and list of cases.

WHEREFORE, Plaintiff requests this Court enter Judgment against Defendants in excess of \$5,000.00 for punitive damages; for compensatory damages to Plaintiff for the additional rent payments withheld caused by Defendants' conspiracy and loss of business expectancy; and for such other relief as the Court deems just and proper.

COUNT IV: INTENTIONAL INFLICITON OF EMOTIONAL DISTRESS

44. Plaintiff hereby incorporates Paragraphs 1 through 43 above as if fully restated herein.

45. Defendant Jones targeted Apartment Three and then provided its current occupant with information that led the resident to believe she was facing imminent eviction from her home.

46. Following Jones' actions, Apartment Three's resident informed the property

manager she was worried, scared, and extremely confused as to why she was facing eviction from her home.

47. Defendant Jones' conduct was reckless in that she simply knocked on Apartment Three's door without first confirming the resident therein was in fact facing eviction, which she was not.

48. Defendant Jones' reckless conduct went far beyond all possible bounds of decency and is atrocious and utterly intolerable in a civilized community; it is outrageous behavior to go door-to-door—in a targeted, mobilized fashion—to inform certain residents they are being evicted, while lacking authority and any pretense for doing so.

WHEREFORE, Plaintiff requests this Court enter Judgment against Defendants in excess of \$5,000.00 for damages; and for such other relief as the Court deems just and proper.

COUNT V: NEGLIGENT INFLICITON OF EMOTIONAL DISTRESS

49. Plaintiff hereby incorporates Paragraphs 1 through 48 above as if fully restated herein.

50. Jones owed a duty to the resident of Apartment Three to refrain from engaging with the resident in a manner that would lead her to believe she was facing eviction.

51. Moreover, assuming arguendo that Jones' actions were legitimate, she nonetheless owed a duty to the resident of Apartment Three to confirm the existence of a pending eviction case or judgment for eviction against that resident. In other words, Jones had a duty to disclose all material facts.

52. It was foreseeable to Jones that informing or implying to residents they faced eviction when they did not would result in a substantial risk of causing such residents

emotional distress.

53. Jones should have realized that her actions involved an unreasonable risk of causing emotional distress.

WHEREFORE, Plaintiff requests this Court enter Judgment against Defendants in excess of \$5,000.00 for damages; and for such other relief as the Court deems just and proper.

COUNT VI: VIOLATION OF THE MISSOURI MERCHANDISING PRACTICES ACT

54. Plaintiff hereby incorporates Paragraphs 1 through 53 above as if fully restated herein.

55. The Missouri Merchandising Practices Act (“MMPA”) provides in relevant part the “act, use or employment by any person . . . of any misrepresentation . . . or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce . . . is declared to be an unlawful practice.” Mo. Rev. Stat. § 407.020.1

56. The MMPA’s definition of “Person” includes any . . . for profit or not-for-profit corporation . . . and any agent, employee . . . officer or director thereof.” § 407.010(5). Keep Pushing is a Missouri not-for-profit corporation and Jones an agent, officer, and director thereof.

57. The MMPA defines “advertisement” as, *inter alia*, the “attempt by publication, dissemination, solicitation, circulation, or any other means to induce, directly or indirectly, any person to enter into any obligation” § 407.010(1). Keep Pushing attempted by disseminating, soliciting, and circulating the Documents and Declaration Form to induce Norwood residents to enter into an obligation (punishable by penalty of perjury) to truthfully complete the Declaration Form and thereby receive the CDC’s

eviction protection.

58. “Merchandise” under the MMPA includes intangibles and services. § 407.010(4).

Keep Pushing advertised and distributed to Norwood residents the Documents, which contained contact information for organizations that provide services and urged Norwood’s residents to use Keep Pushing’s services.

59. “Trade” or “Commerce” is defined by the MMPA as the “advertising, offering for sale, sale, or distribution, or any combination thereof, of any services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated.” § 407.010(7).

60. Defendant Keep Pushing, by and through its agents, acted to misrepresent to Norwood residents the nature, extent, and existence of eviction proceedings such residents might be involved in.

61. Keep Pushing further misrepresented material facts in connection with the advertisement of services to the resident of Apartment Three when it, by and through Jones, informed the resident she must complete the Declaration Form.

62. Keep Pushing advertised services to residents in connection with the Premises and the apartment units thereon and their actions in doing so were intentional, willful, and malicious.

WHEREFORE, Plaintiff requests this Court enter Judgment against Defendants in excess of \$5,000.00 for punitive damages; attorney’s fees and costs associated with this action under § 407.025.1; equitable relief pursuant to § 407.025.1 and more fully set out below; and for such other relief as the Court deems just and proper.

COUNT VII: NEGLIGENT MISREPRESENTATION

63. Plaintiff hereby incorporates Paragraphs 1 through 62 above as if fully restated herein.

64. Privity is not an element of a negligent misrepresentation claim. *B.L. Jet Sales, Inc. v. Alton Packaging*, 724 S.W.2d 669, 672 (Mo. Ct. App. 1987).

65. Where there exists a duty to disclose, anyone affected by the Defendants' omission could bring as plaintiff an action for negligent misrepresentation. *Richey v. Philipp*, 259 S.W.3d 1, 6-7 (Mo. Ct. App. 2008) (overruled on other grounds).

66. Defendant Keep Pushing, by and through Jones, had a duty to disclose all facts and circumstances vis-à-vis eviction protection to residents of the Premises and, in particular, to the resident of Apartment Three.

67. Keep Pushing also made a representation to the Premises' residents, including Apartment Three, that the Declaration Form and the Documents would prevent their eviction.

68. The Premises' residents are all members of a limited group—those facing potential eviction—for whose guidance Keep Pushing supplied the Documents and Declaration Form. *See Frame v. Boatmen's Bank of Concord Vill.*, 782 S.W.2d 117, 121 (Mo. Ct. App. 1989) (to maintain a negligent misrepresentation claim, information must be intentionally provided by defendant for the guidance of a limited group).

69. The Premises' residents, including Apartment Three, relied on Keep Pushing's representations and omissions and acted in accordance therewith.

70. Keep Pushing failed to exercise reasonable care or competence in compiling the information and then representing and circulating the Documents and Declaration Forms. Similarly, Keep Pushing failed to exercise reasonable care or competence in informing

the resident of Apartment Three she faced imminent eviction when she in fact did not.

WHEREFORE, Plaintiff requests this Court enter Judgment against Defendants in excess of \$5,000.00 for damages; and for such other relief as the Court deems just and proper.

COUNT VIII: INVASION OF PRIVACY

71. Plaintiff hereby incorporates Paragraphs 1 through 70 above as if fully restated herein.

72. Defendants, by and through Jones, published to a large number of persons a list of rent and possession case numbers and addresses associated with Norwood tenants. (*See* Pl.'s Ex. 1).

73. Plaintiff did not grant Defendants the privilege of publishing this sensitive information.

74. The public at large has no legitimate concern in the cases and associated addresses that Defendant published, as such cases are proceedings between the parties therein.

75. Defendants' disclosure of this sensitive information acted to bring shame or humiliation upon Norwood and those residents of the Premises facing potential eviction. *Y.G. v. Jewish Hosp. of St. Louis*, 795 S.W.2d 488, 498-99 (Mo. Ct. App. 1990). Defendants had no waiver, privilege, or authority to publish to the public information about tenants' evictions, information which would serve to offend a person of ordinary sensibilities.

WHEREFORE, Plaintiff requests this Court enter Judgment against Defendants in excess of \$5,000.00 for damages; and for such other relief as the Court deems just and

proper.

**COUNT IX: TEMPORARY RESTRAINING ORDER, PRELIMINARY
INJUNCTION AND/OR PERMANENT INJUNCTION**

76. Plaintiff hereby incorporates Paragraphs 1 through 75 above as if fully restated herein.

77. The ongoing nature and damage resulting from the trespasses and interference with contractual relations made by Defendants is of such a nature that Norwood is without an adequate legal remedy at law.

78. As a result of Keep Pushing and Jones' acts, as described above, Plaintiff has suffered and will continue to suffer irreparable harm. Unless enjoined by this Court, Defendants will continue to cause irreparable harm to Norwood.

79. Injunctive relief is appropriate because monetary damages are insufficient or are too difficult to calculate, which makes injunctive relief an appropriate remedy in light of the Defendants statements, actions, and conduct. Tenants were given without asking the Declaration Form, which will serve to disrupt lawful eviction proceedings against them and threatens to breach numerous valid lease agreements.

80. The standard for injunctive relief favors Norwood in that Defendants engage in recurring trespass. The listing of multiple targeted addresses indicates Defendants intend to continue their unlawful behavior.

81. In cases involving recurring, ongoing trespass, irreparable harm may be presumed and, although demonstrated here, does not require demonstration. *County of Boone v. Reynolds*, 549 S.W.3d 24, 29-30 (Mo. Ct. App. 2018).

82. Where a trespass is recurring and would involve a multiplicity of suits, an injunction will lie to restrain it. *Id.*

83. Injunctive relief is in the public interest because it will protect the enforceability of valid and legitimate contracts and, additionally, will prevent interference with future business expectancy.

84. Norwood will likely succeed on the merits of its claim because it has ongoing contracts and relationships with tenants under lease, the eviction moratorium has been lifted in St. Louis County, and Defendants have interfered with such contracts by engaging in tortious conduct using improper means as set forth above.

85. Norwood is entitled to a permanent injunction against Defendants to enjoin them from further trespassing on Norwood's property to interfere with contractual relations between Norwood and its tenants.

RELIEF REQUESTED

WHEREFORE, Plaintiff Norwood 2020 LLC prays for the following relief:

- A. Compensatory damages in an amount to be proven at trial;
- B. Special damages for Defendants' intentional and malicious tortious conduct, in an amount to be proven at trial;
- C. Punitive damages in an amount to be proven at trial;
- D. Equitable relief this court deems necessary or proper as it pertains to Keep Pushing's MMPA violations and pursuant to § 407.025.1;
- E. Preliminary and permanent injunction that issues the following orders against Defendants, their agents, officers, members, managers, employees, representatives, co-conspirators, and those persons in active concert or participation with Defendants who receive actual notice of the order by personal service or otherwise ("Restrained Parties"):
 - i. Prohibiting the Restrained Parties from any further acts of trespass;

ii. Prohibiting the Restrained Parties from further interference in the contractual business relationships between Norwood tenants and Norwood;

F. That Plaintiff be awarded its attorney's fees, plus court costs, expenses, and other costs associated with bringing this action; and

G. Such other relief as the Court deems just and proper which Plaintiff may be entitled to at law or equity.

Respectfully submitted,
REINKER, HAMILTON & FENLEY L.L.C.

/s/Randall J. Reinker

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was delivered to all attorneys of record via the Court's electronic filing system on this 30th of April, 2021.

/s/ Matt Martin