

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS

STATE OF MISSOURI

ST LOUIS POST DISPATCH, <i>et al.</i> ,)	
)	
Plaintiff,)	
)	Case No. 2422-CC00778
v.)	
)	
ST. LOUIS METROPOLITAN POLICE)	
DEPARTMENT, <i>et al.</i> ,)	
)	
Defendants.)	

Answer

In response to plaintiff’s petition, the City of St. Louis defendants state:

Introduction

The plaintiffs petition includes an introduction consisting of a summary of and argument for the claims otherwise presented in the plaintiffs’ petition. The Missouri Rules of Civil Procedure do not require or permit such a recitation.¹ As such the defendants generally deny the plaintiffs’ introductory recitation and rely on their responses to the plaintiffs’ specified averments.

The Sunshine Law

1. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said

¹ Rule 55.04 Mo. R. Civ. Pro. requires that “[e]ach averment of a pleading shall be simple, concise and direct.” Rule 55.05 requires that a pleading “shall contain (1) a short and plain statement of the facts showing that the pleader is entitled to relief and (2) a demand for judgment for the relief to which the pleader claims to be entitled.”

- statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
2. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
 3. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
 4. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
 5. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants

- admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
6. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
 7. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
 8. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
 9. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment

accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.

10. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.

11. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.

12. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.

13. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
14. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
15. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.
16. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said

statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.

17. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.

18. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.

19. This paragraph avers the existence of one or more Missouri statutes and either purports to quote, interpret, or summarize said statutes. To the extent that the averment accurately quotes the said statute(s) within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute(s), the defendants deny the averment, as the statute(s) are self-evident and “speak for themselves”.

The Parties

20. The plaintiffs’ many averments in this paragraph are not “simple, concise and direct” (as required by Rule 55.04 Mo. R. Civ. Pro), nor do they contain “a short and plain

statement of the facts showing that the pleader is entitled to relief” (as required by Rule 55.05 Mo. R. Civ. Pro). Indeed, the paragraph’s averments almost universally fail to identify any operative fact, and as such defendants deny same. Defendants are without information as to whether plaintiff St. Louis Post Dispatch is a corporate taxpayer or resident of Missouri and therefore deny said averments. Because plaintiffs have complied with Missouri’s Sunshine Law, plaintiffs deny that plaintiff St. Louis Post Dispatch is an “aggrieved party” under that law.

21. Defendants are without information as to whether plaintiff Jacob Barker is a taxpayer or resident of Missouri and therefore deny said averments. Defendants admit that Mr. Barker submitted a Sunshine Law request to defendants but deny that defendants withheld the requested records without legal justification. Defendants accordingly deny that Mr. Barker is an “aggrieved person” under the statute.
22. Defendants admit the averments of this paragraph.
23. Defendants admit that, at all relevant times, defendant Barbara Manuel-Crossman was authorized to respond to public records request made to the St. Louis Police Department in compliance with the Sunshine Law.

Jurisdiction and Venue

24. Defendants are without knowledge as to plaintiff Barker’s motivation or legal justification for bringing this action and therefore deny same.
25. Defendants are without knowledge as to the “authority” of Mr. Barker to bring this lawsuit and therefore deny this averment. Defendants further deny that they did not comply with the Sunshine Law in responding to a records request by plaintiff Barker.
26. Defendants admit the averments of this paragraph.

27. The averments of this paragraph assert a legal conclusion as to the extent of the Court's general authority, and defendants accordingly deny same. Defendants admit that the Court has remedial authority to the extent allowed by the Sunshine Law.

Factual Allegations

28. Defendants are without knowledge as to the averments of this paragraph and therefore deny same.

29. Defendants are without knowledge as to the averments of this paragraph and therefore deny same.

30. Defendants are without knowledge at this time as to the averred date, but defendants admit that plaintiff Barker submitted a request for public records to the defendants.

31. Defendants admit that Exhibit 1 is a true and accurate copy of plaintiff Barker's request but deny all averments that are inconsistent with the exhibit.

32. Defendants are without knowledge at this time as to the averred dates, but defendants admit that defendant Manuel-Crossman received plaintiff Barker's request for records.

33. Defendants admit that defendant Manuel-Crossman responded to plaintiff Barker's request for records in her official capacity.

34. Defendants admit that defendant Manuel-Crossman responded to plaintiff Barker's request for records in her official capacity.

35. Defendants admit that Exhibit 2 is a true and accurate copy of the referenced incident report but deny all averments that are inconsistent with the exhibit. Defendants further answer that at this time they are not aware of the date on which the report was produced and therefore deny same.

36. Defendants admit the averments of this paragraph.

37. Defendants admit the averments of this paragraph.
38. Defendants admit the averments of this paragraph.
39. Defendants are without knowledge as to the averments of this paragraph and therefore deny same.
40. Defendants are without knowledge as to the averments of this paragraph and therefore deny same.
41. Defendants are without knowledge as to the averments of this paragraph and therefore deny same.
42. Defendants are without knowledge as to the averments of this paragraph and therefore deny same.
43. Defendants are without knowledge as to the averments of this paragraph and therefore deny same.
44. Defendants are without knowledge as to the averments of this paragraph and therefore deny same.
45. Defendants are without knowledge as to the averments of this paragraph and therefore deny same.
46. Defendants admit the averments of this paragraph.
47. Defendants admit the truth and accuracy of the email attached as Exhibit 3, but otherwise deny plaintiffs' characterizations of the email, as the exhibit speaks for itself.
48. Defendants admit the truth and accuracy of the email attached as Exhibit 3, but otherwise deny plaintiffs' characterizations of the email, as the exhibit speaks for itself.
49. Defendants admit the truth and accuracy of the email attached as Exhibit 3, but otherwise deny plaintiffs' characterizations of the email, as the exhibit speaks for itself.

50. Defendants admit the truth and accuracy of the email attached as Exhibit 3, but otherwise deny plaintiffs' characterizations of the email, as the exhibit speaks for itself.
51. Defendants admit the truth and accuracy of the email attached as Exhibit 3, but otherwise deny plaintiffs' characterizations of the email, as the exhibit speaks for itself.
52. Defendants admit the truth and accuracy of the email attached as Exhibit 3, but otherwise deny plaintiffs' characterizations of the email, as the exhibit speaks for itself.
53. Defendants admit the averments of this paragraph.
54. Defendants are without knowledge at this time as of the averred date of production but otherwise admit the averments of this paragraph.
55. Defendants admit that Exhibit 4 is a true and accurate copy of a document provided to plaintiff Barker but are otherwise without knowledge of the averments of this paragraph and accordingly deny same.
56. Defendants admit the truth and accuracy of plaintiff's Exhibit 4 but otherwise deny plaintiffs' characterizations of the exhibit, as it speaks for itself.
57. Defendants admit the truth and accuracy of plaintiff's Exhibit 4 but otherwise deny plaintiffs' characterizations of the exhibit, as it speaks for itself.
58. Defendants admit the truth and accuracy of plaintiff's Exhibit 4 but otherwise deny plaintiffs' characterizations of the exhibit, as it speaks for itself.
59. Defendants admit that Exhibit 5 is a true and accurate copy of a document provided to plaintiff Barker but are otherwise without knowledge of the averments of this paragraph and accordingly deny same.
60. Defendants admit the truth and accuracy of plaintiff's Exhibit 5 but otherwise deny plaintiffs' characterizations of the exhibit, as it speaks for itself.

61. Defendants admit the truth and accuracy of plaintiff's Exhibit 5 but otherwise deny plaintiffs' characterizations of the exhibit, as it speaks for itself.
62. Defendants admit that Exhibit 6 is a true and accurate copy of a document provided to plaintiff Barker but are otherwise without knowledge of the averments of this paragraph and accordingly deny same.
63. Defendants admit the truth and accuracy of plaintiff's Exhibit 6 but otherwise deny plaintiffs' characterizations of the exhibit, as it speaks for itself.
64. Defendants admit the truth and accuracy of plaintiff's Exhibit 6 but otherwise deny plaintiffs' characterizations of the exhibit, as it speaks for itself.
65. Defendants admit that Section 610.100.1(4) of the Revised Statutes of Missouri defines the term "incident report".
66. To the extent that the averment of the paragraph accurately quotes Section 610.100.1(4), within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute, the defendants deny the averment, as the statute is self-evident and speaks for itself.
67. To the extent that the averment of the paragraph accurately quotes Section 610.100.1(4), within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute, the defendants deny the averment, as the statute is self-evident and speaks for itself.
68. To the extent that the averment of the paragraph accurately quotes Section 610.100.1(4), within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute, the defendants deny the averment, as the statute is self-evident and speaks for itself.

69. To the extent that the averment of the paragraph accurately quotes Section 610.100.1(4), within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute, the defendants deny the averment, as the statute is self-evident and speaks for itself.
70. To the extent that the averment of the paragraph accurately quotes Section 610.100.1(4), within the appropriate context, the defendants admit the averment. To the extent the averment summarizes or interprets the said statute, the defendants deny the averment, as the statute is self-evident and speaks for itself.
71. Defendants admit the averments of this paragraph.
72. Defendants admit the truth and accuracy of plaintiff's Exhibit 7 but otherwise deny plaintiffs' characterizations of the exhibit, as it speaks for itself.
73. Defendants admit the truth and accuracy of plaintiff's Exhibit 7 but otherwise deny plaintiffs' characterizations of the exhibit, as it speaks for itself.
74. Defendants admit the averments of this paragraph.

Alleged Violations of Missouri's Sunshine Law

75. The city defendants incorporate by reference their responses to the preceding and corresponding paragraphs as though fully set forth herein.
76. Defendants deny the averments of this paragraph.
77. Defendants deny the averments of this paragraph.
78. Defendants admit the averments of this paragraph.
79. Defendants admit the averments of this paragraph.
80. Defendants admit the averments of this paragraph.
81. Defendants deny the averments of this paragraph.

82. Defendants admit the averments of this paragraph.
83. Defendants admit the plaintiffs' averred "challenge" but deny that the challenge is an accurate interpretation of the noted case.
84. This paragraph expresses the plaintiffs' conclusions and intentions and do not include any averments to which the defendants are required to respond. The defendants nonetheless deny the averments of this paragraph.
85. Defendants deny the averments of this paragraph.
86. Defendants deny the averments of this paragraph.
87. Defendants deny the averments of this paragraph.
88. Defendants deny the averments of this paragraph.
89. Defendants deny the averments of this paragraph.
90. Defendants admit the averments of this paragraph.
91. Defendants are without knowledge as to the averments of this paragraph and therefore deny same.
92. Defendants deny the averments of this paragraph.
93. Defendants deny the averments of this paragraph.
94. Defendants admit they are subject to the requirements of Missouri's Sunshine Law but are unaware at this time of the contents or holdings of the noted cases and therefore deny same.
95. Defendants deny the averments of this paragraph.
96. This paragraph expresses the plaintiffs' conclusions and intentions and do not include any "averments" to which the defendants are required to respond. The defendants nonetheless deny the averments of this paragraph.

Affirmative Defenses

97. Defendants did not violate Missouri's Sunshine Law by failing to produce the police narrative(s) from the incident reports provided to the plaintiffs, because the narratives are not part of the definition of an incident report under Section 610.100.1(4) RSMo., and as such defendants were authorized to redact the narratives from the reports. State ex rel. Goodman v. St. Louis Board of Police Com'rs., 181 S.W.3d 156, 159-160 (Mo. App. 2005).
98. Defendants did not violate Missouri's Sunshine Law by failing to produce the police narrative(s) to the plaintiffs as "investigative reports", because that term is defined by under Section 610.100.1(5) RSMo. as "a record, other than an arrest or incident report, prepared by personnel of a law enforcement agency, inquiring into a crime or suspected crime, either in response to an incident report or in response to evidence developed by law enforcement officers in the course of their duties." Here, the incident in question was an accidental death: there was no inquiry into a crime or suspected crime, consequently no investigative report was prepared or produced.
99. Defendants did not violate Missouri's Sunshine Law by failing to identify the statute authorizing them to redact the police narrative(s) from the incident report (see Section 610.023.4 RSMo.), as the defendants in fact identified the statute and case law on which they relied for their redaction, i.e., Section 610.100.1(4) RSMo. and State ex rel. Goodman v. St. Louis Board of Police Com'rs., 181 S.W.3d 156, 159-160 (Mo. App. 2005).
100. Defendants did not violate Missouri's Sunshine Law by failing to provide "a written statement of the grounds" of their denial (see Section 610.023.4 RSMo.) of an

investigative report of the incident in question, because (a) there had been no investigative report prepared and such a record did not exist, and (b) this fact was shown by the incident report provided to the plaintiffs, which characterized the occurrence as “noncriminal” and an “accidental death”.

101. Defendants did not knowingly or purposefully violate Missouri’s Sunshine Law, because their redaction of the incident report, their failure to produce an investigative report that did not exist, and their responses to the plaintiffs’ inquiries were accomplished in accord with the requirements of the law, i.e., Section 610.100.1(4) RSMo. and State ex rel. Goodman v. St. Louis Board of Police Com’rs., 181 S.W.3d 156, 159-160 (Mo. App. 2005)..

Having fully answered, the City of St. Louis defendants accordingly pray that plaintiffs’ petition be dismissed for failure to state a claim, or in the alternative, that they be granted judgment on plaintiffs’ petition, that all of plaintiff’s requested relief be denied, that they be awarded their costs of litigation, and that they be granted such additional and further relief as is just and proper.

Respectfully submitted,
SHEENA HAMILTON,
CITY COUNSELOR

By: /s/ Paul Martin
Paul Martin, MBE#67766
Associate City Counselor
City Hall, Room 314
St. Louis, MO 63103
314.805-8800
martinp@stlouis-mo.gov

CERTIFICATE OF SERVICE

I hereby certify the foregoing was electronically filed on Monday, February 24, 2025 with the Court for service by means of Notice of Electronic Filing upon all attorneys of record.

 /s/ Paul Martin