

**IN THE CIRCUIT COURT OF JACKSON COUNTY
STATE OF MISSOURI**

STATE OF MISSOURI, ex rel.

**Chris Koster,
Attorney General,**

Plaintiff,

v.

**WEST BOTTOMS HOSPITALITY
LLC;**

Serve Registered Agent:

**Ryan Ronney Crowell
1300 W. 13th Street, Suite 101
Kansas City, MO 64102**

and

**RYAN RONNEY CROWELL,
an individual;**

**Serve at:
5909 Johnson Drive
Mission, KS 66202**

Defendants.

Case No. _____

Division: _____

**PETITION FOR PRELIMINARY AND PERMANENT INJUNCTIONS,
RESTITUTION, CIVIL PENALTIES, AND OTHER COURT ORDERS**

Plaintiff, State of Missouri ex rel. Attorney General Chris Koster, by
and through his Assistant Attorney General Alicia M. Kerr, brings this
Petition for Preliminary and Permanent Injunctions, Restitution, Civil

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JACKSON COUNTY
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Penalties, and Other Court Orders against Defendants, and, upon information and belief, states as follows:

PARTIES

1. Chris Koster is the duly elected, qualified, and acting Attorney General of the State of Missouri and brings this action in his official capacity pursuant to Chapter 407, RSMo 2010.¹

2. Defendant West Bottoms Hospitality, LLC is a limited liability company that transacted business in Jackson County, Missouri, among other places. It maintains an office at 1300 W. 13th Street, Suite 101, Kansas City, MO 64102.

3. Defendant Ryan Ronney Crowell is a natural person who resides at 5909 Johnson Drive, Mission, KS 65202, and is being sued in his individual capacity.

4. West Bottoms Hospitality, LLC and Ryan Ronney Crowell (“Defendants”) have done business within the State of Missouri by advertising, marketing, soliciting, leasing, or selling wedding arrangements, accommodations, and events, such as a venue to serve as the location for weddings and wedding receptions, to persons within the State of Missouri.

¹ All references are to Missouri Revised Statutes 2010, unless otherwise noted. Where a citation gives a supplement year—*e.g.* “(Supp. 2011)” —the citation is to the version of the statute that appears in the corresponding supplementary version of the Missouri Revised Statutes, and, where relevant, to identical versions published in previous supplements.

5. Any acts, practices, methods, uses, solicitations, or conduct of the Defendants alleged in this petition include the acts, practices, methods, uses, solicitations, or conduct of Defendants' employees, agents, or other representatives acting under their direction, control, or authority.

JURISDICTION

6. This Court has jurisdiction under Art. V, § 14 Mo. Const.

7. This Court has subject matter and personal jurisdiction over the Defendants under Art. V, § 14 Mo. Const.

8. This Court has authority over this action pursuant to § 407.100, which allows the Attorney General to seek injunctive relief, restitution, penalties, and other relief in circuit court against persons who violate § 407.020.

VENUE

9. Venue is proper in this Court pursuant to § 407.100.7, which provides that "[a]ny action under this section may be brought in the county in which the defendant resides, in which the violation alleged to have been committed occurred, or in which the defendant has his principal place of business."

10. Defendants have advertised, marketed, solicited, leased, and sold wedding arrangements, accommodations, and events in Jackson County, Missouri, and have engaged in the acts, practices, methods, uses, solicitation,

and conduct described below that violate § 407.020 in Jackson County, Missouri, among other places.

MERCHANDISING PRACTICES ACT

11. Section 407.020 of the Merchandising Practices Act provides in pertinent part:

The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce or the solicitation of any funds for any charitable purpose, as defined in section 407.453, in or from the state of Missouri, is declared to be an unlawful practice.... Any act, use or employment declared unlawful by this subsection violates this subsection whether committed before, during or after the sale, advertisement, or solicitation.

12. “Person” is defined as “any natural person or his legal representative, partnership, firm, for-profit or not-for-profit corporation, whether domestic or foreign, company, foundation, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestui que trust thereof.” § 407.010(5).

13. “Merchandise” is defined as “any objects, wares, goods, commodities, intangibles, real estate, or services.” § 407.010(4).

14. “Sale” is defined as “any sale, lease, offer for sale or lease, or attempt

to sell or lease merchandise for cash or on credit.” § 407.010(6).

15. “Trade” or “commerce” is defined 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. The terms “trade” and “commerce” include any trade or commerce directly or indirectly affecting the people of this state.” § 407.010(7).

16. Defendants have advertised, marketed, and sold merchandise in trade or commerce within the meaning of § 407.010.

17. Pursuant to authority granted in § 407.145, the Attorney General has promulgated rules explaining and defining terms utilized in §§ 407.010 to 407.145 of the Merchandising Practices Act. Said rules are contained in the Missouri Code of State Regulations (CSR). The rules relevant to Plaintiff’s Merchandising Practices Act allegations include, but are not limited to, the provisions of 15 CSR 60-3.010 to 15 CSR 60-14.040. These rules are adopted and incorporated by reference.

ALLEGATIONS OF FACTS

18. From at least September 27, 2010 through April 7, 2011, Defendants contracted with numerous Missouri consumers to provide a venue located at 1300 W. 13th Street, Kansas City, MO 64102 (“Stowe Building”), to serve as the location for weddings and wedding receptions.

Defendants also contracted with numerous Missouri consumers to provide related services including photography.

19. When contracting with consumers, Defendants promised consumers the Stowe Building's ongoing renovations would be completed in time for scheduled events.

20. Defendants took deposits from Missouri consumers pursuant to the contracts referenced in paragraph 18 of this petition.

21. Defendants failed to obtain proper permits for the renovations from the Director of City Planning and Development of Kansas City, Missouri.

22. Defendants concealed delays in the renovation process from consumers, avoided inquiries from consumers, and continued to falsely promise consumers renovations would be completed in time for scheduled events.

23. On April 5, 2011, Defendants were notified by the City Planning and Development Department of Kansas City, Missouri of several building code violations. These violations include failure to obtain a plumbing permit, failure to obtain an electrical permit, and failure to obtain a building permit.

24. On April 5, 2011, Defendants were issued a "Stop Work Order" from the City Planning and Development Department of Kansas City, Missouri.

25. Upon information and belief, Defendants ceased all renovations pursuant to the "Stop Work Order."

26. On or about April 7, 2011, Defendants announced at www.stoweeventskc.com the cancellation of all events scheduled at the Stowe building and the Defendants' intention to refund all deposits paid for cancelled events.

27. Defendants have failed to refund any consumers for cancelled events.

28. Plaintiff has received complaints from fifty-four consumers requesting refunds from Defendants.

UNFAIR AND DECEPTIVE ACTS AND PRACTICES

29. Defendants have engaged in conduct that violates § 407.020 RSMo 2010, including deception, fraud, false pretense, false promise, misrepresentation, unfair practice, or concealment, suppression, or omission of material facts in connection with the sale or offer for sale of any good or service.

30. Defendants used deception, fraud, false promise, false pretense, and misrepresentation, both expressly and impliedly, by:

- a. Leading consumers to contract and pay deposits for Defendants' services with knowingly false promises of completion of renovations to the Stowe Building in time for

schedule events when Defendants' failure to obtain the proper permits to renovate the Stowe Building would render it impossible to complete such renovations; and

- b. Misrepresenting and falsely promising scheduled events would take place when delays in renovations were noticed by consumers.

31. Defendants engaged in the unfair practices of:

- a. Failing to provide the contracted services and locations;
- b. Failing to respond to consumers' calls and inquiries;
- c. Failing to update consumers on delays in renovations; and
- d. Failing to provide any refund to aggrieved consumers for cancelled events.

32. Defendants concealed, suppressed, omitted, or misrepresented material facts, including but not limited to:

- a. Defendants' failure to obtain any permits to renovate the Stowe Building rendering it impossible to complete any renovations within the building codes of Kansas City, Missouri; and
- b. Delays in the renovation process making scheduled events unlikely.

33. The consumers who have been harmed by Defendants' practices as

stated above have paid and contracted for a total of \$40,806.55 of wedding services, such as a venue to serve as the location for weddings and wedding receptions, which Defendants have failed to provide. Said sum represents the following amounts:

- a. \$500.00 from Julie Andrews
- b. \$1,835.93 from Julie A. Alvarez
- c. \$500.00 from Heather Banks
- d. \$500.00 from Heather D. Barkes
- e. \$500.00 from Victoria M. Bernal
- f. \$500.00 from Kelsey M. Brophy
- g. \$500.00 from Lisa M. Busch
- h. \$500.00 from Erin E. Butsch
- i. \$500.00 from Brittany M. Coale
- j. \$500.00 from Amanda M. Coon
- k. \$500.00 from Jennifer D. Cretel
- l. \$1,728.00 from Kristina Dehner
- m. \$500.00 from Heather Dixon
- n. \$3,328.28 from Kayla R. Eickmann
- o. \$500.00 from Tiffany Eulinger
- p. \$500.00 from Kelly G. Fuller
- q. \$500.00 from Elizabeth Guerrero

- r. \$500.00 from Tracy Heidtke
- s. \$1,000.00 from Marie N. Hernandez
- t. \$500.00 from Rebecca Higinbotham
- u. \$1,000.00 from Joan M. Hoffman
- v. \$1,000.00 from Amanda B. Hughes
- w. \$3,343.03 from Jason L. Jenkins
- x. \$500.00 from Krista Jerde
- y. \$500.00 from Kellie A. Jones
- z. \$500.00 from Laura P. Jordan
- aa. \$500.00 from Weston T. Kraly
- bb. \$1,000.00 from Paul Lang
- cc. \$500.00 from Veronica Lay
- dd. \$500.00 from Chad Langton
- ee. \$500.00 from Kasey D. Leonard
- ff. \$500.00 from Dena Marah
- gg. \$500.00 from Sherlanda M. Martin
- hh. \$500.00 from Tiffany McCalla
- ii. \$1,728.28 from Jessica D. McKay-Bruns
- jj. \$1,000.00 from Paula S. McKitrick
- kk. \$500.00 from Tara Moseley
- ll. \$500.00 from Leandra D. Pollard

mm. \$500.00 from Lindsey M. Richardson
nn. \$500.00 from Rikki R. Rojas
oo. \$500.00 from Kelli Schultz
pp. \$500.00 from Amy Sorensen
qq. \$500.00 from Brandi J. Ventura
rr. \$1,000.00 from Jaclyn Wallace
ss. \$3,343.03 from Jennifer J. Weatherman
tt. \$500.00 from Madison Williamson
uu. \$500.00 from Marty J. Windholz
vv. \$500.00 from Liza Youngwirth
ww. \$500.00 from Emily R. Young
xx. \$1,000.00 from Jared J. Zuckerman

34. The harm caused to consumers has been substantial.

RELIEF

WHEREFORE, Plaintiff prays this Court enter judgment:

1. Finding that the Defendants have violated the provisions of § 407.020.
2. Issuing Preliminary and Permanent Injunctions pursuant to §§ 407.100.1 and 407.100.2, prohibiting and enjoining Defendants and their agents, servants, employees, representatives, and other individuals acting at their direction or on their behalf from violating § 407.020 through the use of

any of the unlawful, unfair, and deceptive acts, practices, methods, uses, or conduct alleged herein.

3. Requiring Defendants pursuant to § 407.100.4 to provide full restitution to all consumers from whom Defendants have received monies and who have been aggrieved by the use of any of the unlawful, unfair, or deceptive acts and practices alleged herein.

4. Requiring Defendants pursuant to § 407.100.6 to pay to the State a civil penalty in such amounts as allowed by law per violation of Chapter 407 that the Court finds to have occurred.

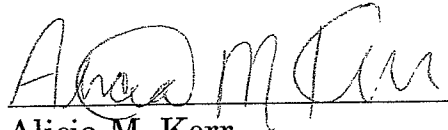
5. Requiring Defendants pursuant to § 407.140.3 to pay to the State an amount of money equal to ten percent (10%) of the total restitution ordered against Defendants, or such other amount as the Court deems fair and equitable.

6. Requiring Defendants pursuant to § 407.130 to pay all court, investigative, and prosecution costs of this case.

7. Granting any additional relief that is just or proper.

Respectfully submitted,

CHRIS KOSTER
Attorney General

A handwritten signature in cursive script, appearing to read "Alicia M. Kerr", written over a horizontal line.

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