

**IN CIRCUIT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

FIRST CLUB MARKETING LLC;)	
RANDALL BOWMAN,)	
)	
PLAINTIFFS/COUNTERCLAIM)	
DEFENDANTS,)	
)	
v.)	Case No. 1916-CV32558
)	
KANSAS CITY BARBEQUE SOCIETY,)	
)	
DEFENDANT/COUNTERCLAIM)	
PLAINTIFF.)	

REPLY OF KANSAS CITY BARBEQUE SOCIETY

Kansas City Barbecue Society (“KCBS”) states the following for its Reply to Randall Bowman’s Counterclaims against it:

19. Admitted.

20. Admitted.

21. The Bylaws are embodied in a written document that speaks for itself, and KCBS denies any characterizations of that document. KCBS denies any further allegations against it in Paragraph 21.

22. KCBS is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22.

23. Admitted.

24. Admitted.

25. Denied.

26. Denied.

27. Denied.

28. Admitted.

GENERAL DENIAL

KCBS denies each and every allegation in Bowman's Counterclaim, including headings, subparts, and prayers for relief, except those specifically admitted.

AFFIRMATIVE DEFENSES

1. Bowman's claim for indemnity should be denied, in whole or in part, based on the doctrine of unclean hands. All litigation arising out of Bowman's relationship with KCBS is a result of Bowman's fraudulent behavior, which should not be encouraged by an award of indemnity.

2. Bowman's claim for indemnity should be denied, in whole or in part, based on the doctrine of estoppel. All litigation arising out of Bowman's relationship with KCBS is a result of Bowman's fraudulent behavior, which was contrary to his fiduciary duties and KCBS's bylaws, and he cannot now invoke the very bylaws that he failed to follow during his relationship with KCBS.

3. Bowman's claim for indemnity should be denied, in whole or in part, because he acted in bad faith. All litigation arising out of Bowman's relationship with KCBS is a result of Bowman's fraudulent behavior, which was contrary to his fiduciary duties and KCBS's bylaws, and he cannot now invoke the very bylaws that he failed to follow during his relationship with KCBS.

WHEREFORE, KCBS prays that: (1) Bowman take nothing by reason of his Counterclaims; (2) the Petition against KCBS be dismissed in its entirety; (3) KCBS recover its costs; and, (4) this Court award such other and further relief as the Court may deem just and proper.

Respectfully submitted December 21, 2020.

BRYAN CAVE LEIGHTON PAISNER LLP

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ATTORNEYS FOR KANSAS CITY BARBECUE
SOCIETY

CERTIFICATE OF SERVICE

On December 21, 2020, I electronically filed the foregoing with the clerk of the court using the electronic filing system, which will send notice of filing to all counsel of record.

/s/ Logan M. Rutherford

Attorney for Kansas City Barbecue Society