

IN THE CIRCUIT COURT OF CLINTON COUNTY
FOR THE FORTY THIRD JUDICIAL CIRCUIT
STATE OF MISSOURI

FILED
OCT 13 2009
MOLLY LIVINGSTON
CLERK OF CIRCUIT COURT

MICHAEL O'LOUGHLIN,)
)
Plaintiff,)
)
v.)
)
ETEROUTREMER S.A., et al.,)
)
Defendants.)

Case No. 08CN-CV00705

ANSWER OF DEFENDANT NATIONAL BEEF LEATHERS, LLC

Defendant, National Beef Leathers, LLC ("NBL"),¹ hereby answers Plaintiff's First Amended Petition For Damages ("Petition"), as follows:

I. ADMISSIONS AND DENIALS

NBL hereby sets forth its admissions and denials to the allegations set forth in Plaintiff's Petition, as follows:

As To The Parties

In response to the The Parties' section in Plaintiff's Petition, NBL states:

1. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 1 thereof and therefore denies same.
2. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 2 thereof and therefore denies same.
3. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 3 thereof and therefore denies same.

¹ The caption of Plaintiffs' Petition incorrectly identifies NBL as "National Beef Leathers Co., LLC."

4. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 4 thereof and therefore denies same.

5. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 5 thereof and therefore denies same.

6. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 6 thereof and therefore denies same.

7. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 7 thereof and therefore denies same.

8. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 8 thereof and therefore denies same.

9. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 9 thereof and therefore denies same.

10. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 10 thereof and therefore denies same.

11. In response to paragraph 11 thereof, NBL admits that it is a Delaware limited liability company and that, as of March 9, 2009, its principal place of business is St. Joseph, Missouri; and NBL denies all other allegations contained therein.

12. In response to paragraph 12 thereof, NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegation that "Defendant Rick Ream is a resident of St. Joseph, Buchanan County, Missouri;" and NBL denies all other allegations contained therein.

13. NBL makes no response to the statement contained in paragraph 13 thereof, for the reason that said statement is not an allegation directed to NBL, and therefore no response by NBL is required.

14. NBL makes no response to the statement contained in paragraph 14 thereof, for the reason that said statement is not an allegation directed to NBL, and therefore no response by NBL is required.

15. NBL is without information or knowledge sufficient to enable it to form a belief as to the truth of the allegations contained in paragraph 15 thereof and therefore denies same.

16. NBL denies the allegations contained in paragraph 16 thereof.

As To Jurisdiction And Venue

In response to the Jurisdiction And Venue section in Plaintiff's Petition, NBL states:

17. NBL denies the allegations contained in paragraph 17 thereof.

As To General Allegations As To Rockwool Defendants

In response to the General Allegations As To Rockwool Defendants section in Plaintiff's Petition, NBL states:

18-32. NBL makes no response to paragraphs 18 through 32, inclusive, thereof, for the reason that none of the allegations contained therein are directed to NBL, and therefore no response to said allegations by NBL is required. To the extent that the Court determines that NBL is required to respond to said allegations, NBL denies each and every allegations contained in paragraphs 18 through 32, inclusive, of Plaintiff's Petition.

As to General Allegations As to Prime Defendants

In response to the General Allegations As to Prime Defendants section in Plaintiff's Petition, NBL states:

33. NBL denies the allegations contained in paragraph 33 thereof.

34. In response to paragraph 34 thereof, NBL admits that hexavalent chromium in certain quantities and under certain conditions is a state- and federally-regulated material; but NBL denies the accuracy and truth of the broad, unqualified allegations contained in paragraph 34 thereof and all inferences suggested by those allegations.

35. NBL denies the allegations contained in paragraph 35 thereof.

36. NBL denies the allegations contained in paragraph 36 thereof.

37. NBL denies the allegations contained in paragraph 37 thereof.

38. NBL denies the allegations contained in paragraph 38 thereof.

39. NBL denies the allegations contained in paragraph 39 thereof.

40. NBL denies the allegations contained in paragraph 40 thereof.

41. NBL denies the allegations contained in paragraph 41 thereof.

42. NBL denies the allegations contained in paragraph 42 thereof.

As To All Applicable Statute of Limitations Have Been Tolled Against All Defendants

In response to the All Applicable Statute of Limitations Have Been Tolled Against All Defendants section in Plaintiff's Petition, NBL states:

43. NBL denies the allegations contained in paragraph 43 thereof.

44. NBL denies the allegations contained in paragraph 44 thereof.

45. NBL denies the allegations contained in paragraph 45 thereof.

As to Count I

In response to Count I As To Rockwool Defendants (Wrongful Death) in Plaintiff's Petition, NBL states:

46. In response to paragraph 46 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 45, inclusive, of Plaintiff's Petition as if fully set forth herein.

47-54. NBL makes no response to paragraphs 47 through 54, inclusive, thereof, for the reason that none of the allegations contained therein are directed to NBL, and therefore no response to said allegations by NBL is required. To the extent that the Court determines that NBL is required to respond to said allegations, NBL denies each and every allegation contained in paragraphs 47 through 54, inclusive, of Plaintiff's Petition.

As to Count II

In response to Count II As To Rockwool Defendants (Strict Liability) in Plaintiff's Petition, NBL states:

55. In response to paragraph 55 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 54, inclusive, of Plaintiff's Petition as if fully set forth herein.

56-60. NBL makes no response to paragraphs 56 through 60, inclusive, thereof, for the reason that none of the allegations contained therein are directed to NBL, and therefore no response to said allegations by NBL is required. To the extent that the Court determines that NBL is required to respond to said allegations, NBL denies each and every allegation contained in paragraphs 56 through 60, inclusive, of Plaintiff's Petition.

As To Count III

In response to Count III As To Rockwool Defendants (Negligence) in Plaintiff's Petition, NBL states:

61. In response to paragraph 61 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 60, inclusive, of Plaintiff's Petition as if fully set forth herein.

62-68. NBL makes no response to paragraphs 62 through 68, inclusive, thereof, for the reason that none of the allegations thereof are directed to NBL, and therefore no response to said allegations by NBL is required. To the extent that the Court determines that NBL is required to

respond to said allegations, NBL denies each and every allegation set forth in paragraphs 62 through 68, inclusive, of Plaintiff's Petition.

As to Count IV

In response to Count IV As To Rockwool Defendants (Negligence per se) in Plaintiff's Petition, NBL states:

69. In response to paragraph 69 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 68, inclusive, of Plaintiff's Petition as if fully set forth herein.

70-75. NBL makes no response to paragraphs 70 through 75, inclusive, thereof, for the reason that none of the allegations contained therein are directed to NBL, and therefore no response to said allegations by NBL is required. To the extent that the Court determines that NBL is required to respond to said allegations, NBL denies each and every allegation set forth in paragraphs 70 through 75, inclusive, of Plaintiff's Petition.

As To Count V

In response to Count V As To Rockwool Defendants (Private Nuisance) in Plaintiff's Petition, NBL states:

76. In response to paragraph 76 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 75, inclusive, of Plaintiff's Petition as if fully set forth herein.

77-79. NBL makes no response to paragraphs 77 through 79, inclusive, thereof, for the reason that none of the allegations contained therein are directed to NBL, and therefore no response to said allegations by NBL is required. To the extent that the Court determines that NBL is required to respond to said allegations, NBL denies each and every allegation set forth in paragraphs 77 through 79, inclusive, of Plaintiff's Petition.

As To Count VI

In response to Count VI As To Rockwool Defendants (Trespass) in Plaintiff's Petition, NBL states:

80. In response to paragraph 80 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 79, inclusive, of Plaintiff's Petition as if fully set forth herein.

81-83. NBL makes no response to paragraphs 81 through 83, inclusive, thereof, for the reason that none of the allegations contained therein are directed to NBL, and therefore no response to said allegations by NBL is required. To the extent that the Court determines that NBL is required to respond to said allegations, NBL denies each and every allegation set forth in paragraphs 81 through 83, inclusive, of Plaintiff's Petition.

As To Count VII

In response to Count VII As To Rockwool Defendants (Declaratory Relief and Medical Monitoring) in Plaintiff's Petition, NBL states:

84. In response to paragraph 84 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 83, inclusive, of Plaintiff's Petition as if fully set forth herein.

85-87. NBL makes no response to paragraphs 85 through 87, inclusive, thereof, for the reason that none of the allegations contained therein are directed to NBL, and therefore no response to said allegations by NBL is required. To the extent that the Court determines that NBL is required to respond to said allegations, NBL denies each and every allegation set forth in paragraphs 85 through 87, inclusive, of Plaintiff's Petition.

As To Count IX [sic]

In response to Count IX [sic] As To Prime Defendants (Wrongful Death) in Plaintiff's Petition, NBL states:

88. In response to paragraph 88 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 87, inclusive, of Plaintiff's Petition as if fully set forth herein.

89. NBL denies the allegations contained in paragraph 89 thereof.

90. NBL denies the allegations contained in paragraph 90 thereof.

91. NBL denies the allegations contained in paragraph 91 thereof.

92. NBL denies the allegations contained in paragraph 92 thereof.

93. NBL denies the allegations contained in paragraph 93 thereof.

As To Count X [sic]

In response to Count X [sic] As To Prime Defendants (Strict Liability) in Plaintiff's Petition, NBL states:

94. In response to paragraph 94 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 93, inclusive, of Plaintiff's Petition as if fully set forth herein.

95. NBL denies the allegations contained in paragraph 95 thereof.

96. NBL denies the allegations contained in paragraph 96 thereof.

97. NBL denies the allegations contained in paragraph 97 thereof.

98. NBL denies the allegations contained in paragraph 98 thereof.

99. NBL denies the allegations contained in paragraph 99 thereof.

As To Count XI [sic]

In response to Count XI [sic] As To Prime Defendants (Negligence) in Plaintiff's Petition, NBL states:

100. In response to paragraph 100 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 99, inclusive, of Plaintiff's Petition as if fully set forth herein.

101. NBL denies the allegations contained in paragraph 101 thereof.

102. NBL denies the allegations contained in paragraph 102 thereof.

103. NBL denies the allegations contained in paragraph 103 thereof.
104. NBL denies the allegations contained in paragraph 104 thereof.
105. NBL denies the allegations contained in paragraph 105 thereof.
106. NBL denies the allegations contained in paragraph 106 thereof.
107. NBL denies the allegations contained in paragraph 107 thereof.

As To Count XII [sic]

In response to Count XII [sic] As To Prime Defendants (Negligence per se) in Plaintiff's Petition, NBL states:

108. In response to paragraph 108 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 107, inclusive, of Plaintiff's Petition as if fully set forth herein.

109. NBL denies the allegations contained in paragraph 109 thereof.
110. NBL denies the allegations contained in paragraph 110 thereof.
111. NBL denies the allegations contained in paragraph 111 thereof.
112. NBL denies the allegations contained in paragraph 112 thereof.
113. NBL denies the allegations contained in paragraph 113 thereof.
114. NBL denies the allegations contained in paragraph 114 thereof.

As To Count XIII [sic]

In response to Count XIII [sic] As To Prime Defendants (Private Nuisance) in Plaintiff's Petition, NBL states:

115. In response to paragraph 115 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 114, inclusive, of Plaintiff's Petition as if fully set forth herein.

116. NBL denies the allegations contained in paragraph 116 thereof.

117. NBL denies the allegations contained in paragraph 117 thereof.

118. NBL denies the allegations contained in paragraph 118 thereof.

As To Count XIV [sic]

In response to Count XIV [sic] As To Prime Defendants (Trespass) in Plaintiff's Petition, NBL states:

119. In response to paragraph 119 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 118, inclusive, of Plaintiff's Petition as if fully set forth herein.

120. NBL denies the allegations contained in paragraph 120 thereof.

121. NBL denies the allegations contained in paragraph 121 thereof.

122. NBL denies the allegations contained in paragraph 122 thereof.

As To Count XVI [sic]

In response to Count XVI [sic] As To Prime Defendants (Declaratory Relief and Medical Monitoring) in Plaintiff's Petition, NBL states:

123. In response to paragraph 123 thereof, NBL realleges and adopts by reference its responses to paragraphs 1 through 122, inclusive, of Plaintiff's Petition as if fully set forth herein.

124. NBL denies the allegations contained in paragraph 124 thereof.

125. NBL denies the allegations contained in paragraph 125 thereof.

126. NBL denies the allegations contained in paragraph 126 thereof.

As To Jury Demand

In response to the Jury Demand section of Plaintiff's Petition, NBL states:

NBL makes no response to the statement contained in the Jury Demand section in Plaintiff's Petition, for the reason that the statement is not an allegation directed to NBL, and therefore no response by NBL is required.

II. AFFIRMATIVE DEFENSES

NBL hereby sets forth its affirmative defenses to Plaintiff's Petition, as follows:

First Affirmative Defense: For further answer, and as an affirmative defense, NBL states that Clinton County is not the proper venue for this action.

Second Affirmative Defense: For further answer, and as an affirmative defense, NBL states that Plaintiff has failed to state a claim against NBL upon which relief may be granted.

Third Affirmative Defense: For further answer, and as an affirmative defense, NBL states that Plaintiff's claims against it are barred because Plaintiff has failed to allege facts as to NBL with sufficient specificity to provide NBL sufficient information regarding the bases of Plaintiff's claims against it for NBL to reasonably develop and present its defenses to those claims, in that Plaintiff has failed to provide NBL reasonable notice of the time, place, nature, and manner of its allegedly wrongful conduct.

Fourth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that Plaintiff's claims against it are barred by the applicable statute(s) of limitations.

Fifth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that Plaintiff's claims against it are barred by the equitable doctrine of laches.

Sixth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that it is entitled to a complete set-off against the amount of any recovery that Plaintiff may otherwise have against NBL with respect to his claims against it in the amount of either (1) the stipulated amount of all settlement agreements between all other alleged tortfeasors and Plaintiff or any other person, or (2) the amount of consideration all other alleged tortfeasors paid

to Plaintiff or to any other person, for release or discharge, whichever is greater, as provided by R.S.Mo. § 537.060.

Seventh Affirmative Defense: For further answer, and as an affirmative defense, NBL states that it is entitled to a set-off from any recovery against it to the extent of any and all benefits paid or payable to, or on behalf of, Plaintiff or any other person from any and all collateral sources.

Eighth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that if Plaintiff should hereafter have any judgment rendered in his favor for any alleged injuries, damages, and/or losses against any entity other than NBL, then NBL is entitled to a set-off in the amount of said judgment.

Ninth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that if it is proven at the time of trial that NBL is liable for damages to Plaintiff, said liability is not sole but rather proportionate between or among NBL and one or more of the other Defendants, and, consequently, NBL is entitled to have its liability, if any, limited to its proximate share or, alternatively, is entitled to contribution and/or indemnity from such other Defendant or Defendants based on comparative fault and/or vicarious liability.

Tenth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that if Plaintiff sustained any injuries, damages, or losses as alleged, which is specifically denied, those damages were caused, in whole or in part, by the acts, omissions or faults of others for whom NBL is not responsible; accordingly, NBL is entitled to an assessment of the relative degree of fault of all such persons or entities as provided by R.S.Mo. § 537.067.

Eleventh Affirmative Defense: For further answer, and as an affirmative defense, Plaintiff's claims may be preempted in whole or in part by federal and/or state statutes and/or regulations.

Twelfth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that Plaintiff's claims against it are barred to the extent the alleged damages and injuries complained of were proximately caused by the acts and/or omissions of third parties that constitute a superseding cause of any and all such damages and claims.

Thirteenth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that the Court cannot conduct a complete and just adjudication of this matter to the extent Plaintiff has failed to join indispensable parties.

Fourteenth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that to the extent that Plaintiff seeks to impose joint and several liability upon NBL, any and all such claims are barred because the imposition of such liability would violate NBL's substantive and procedural rights provided and guaranteed it by the United States Constitution and the Missouri Constitution, including but not limited to the provisions of Article I, Bill of Rights, Sections 10, 19 and 21 of the Constitution of the State of Missouri of 1945 and of the Fifth, Eighth and Fourteenth Amendments to the United States Constitution. Further, such damages are precluded because they would subject NBL to excessive fines and punishment and would be a violation of due process.

Further, recovery of such damages by Plaintiff would deny NBL of property without due process of law in violation of Article I, Bill of Rights, Sections 10, 19 and 21 of the Constitution of the State of Missouri of 1945 and of the Fifth, Eighth and Fourteenth Amendments to the United States Constitution, because such recovery would allow an award that is grossly

excessive or wholly disproportionate to the offense and obviously unreasonable and give the Defendant no notice of the consequences of its conduct.

Recovery of such damages by Plaintiff deprives NBL of property without due process of law and further deprives NBL of the equal protection of the laws in violation of Defendant's rights under the Fifth and Fourteenth Amendments to the United States Constitution and of Article I, Bill of Rights, Sections 2 and 10 of the Constitution of the State of Missouri of 1945.

Fifteenth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that to the extent that Plaintiff seeks to impose joint and several liability upon NBL, such damages are precluded under R.S.Mo. § 537.067.1.

Sixteenth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that Plaintiff's claims against NBL apparently seeking punitive damages violate the substantive and procedural rights provided and guaranteed NBL by the United States Constitution and the Missouri Constitution. Plaintiff's claims seeking punitive damages violate NBL's rights under the Fifth, Sixth, and Fourteenth Amendments to the United States Constitution. In addition, Plaintiff's claims for punitive damages violate Article I, Sections 2, 8, 10, 13, 14, 18(a), 19 and 21 of the Missouri Constitution in the following respects:

- (a) The Due Process and Equal Protection Clauses of the Fifth and Fourteenth Amendments to the United States Constitution and Article I, Sections 2 and 10, of the Missouri Constitution are violated, because the jury or fact finder has total discretionary powers to award punitive damages, and adequate, objective legal standards do not exist to guide and limit the jury's or fact finder's discretion, thus allowing an award of punitive damages to be irrational, arbitrary, and capricious and based on vague, unpredictable, conflicting, and purely subjective standards;

- (b) The Due Process and Equal Protection Clauses of the Fifth and Fourteenth Amendments to the United States Constitution and Article I, Sections 2 and 10, of the Missouri Constitution are violated because the vague and inconsistent legal standards for the imposition of punitive damages deprive NBL of sufficient notice of the type of conduct and mental state upon which an award of punitive damages could result from NBL's alleged misconduct;
- (c) The Due Process and Equal Protection Clauses of the Fifth and Fourteenth Amendments to the United States Constitution and Article I, Sections 2 and 10, of the Missouri Constitution are violated, because the guidelines, standards, procedures, and instructions for the imposition of punitive damages are ambiguous, indefinite, vague, uncertain, conflicting, purely subjective, and fundamentally unfair;
- (d) The Due Process and Equal Protections Clauses of the Fifth and Fourteenth Amendments to the United States Constitution are violated because no objective limitations are established concerning the amount or severity of the punitive damages;
- (e) Article I, Section 21, of the Missouri Constitution is violated, because punitive damages constitute penal damages and amount to an unconstitutional criminal and excessive fine or punishment in a civil proceeding;
- (f) The Fifth and Sixth Amendments to the United States Constitution and Article I, Sections 18(a) and (19), of the Missouri Constitution are violated, because NBL cannot exercise all of the constitutional and statutory rights that must be accorded

to a party that is subject to the imposition of criminal penalty in the form of punitive damages;

- (g) The Equal Protection Clauses of the Fifth and Fourteenth Amendments to the United States Constitution and Article I, Section 2, of the Missouri Constitution are violated, because punitive damages discriminate against NBL on the basis of wealth, in that greater punitive damage awards for the identical conduct may be awarded against some Defendants who have more economic wealth than other Defendants;
- (h) The Fifth Amendment to the United States Constitution and Article I, Section 8, of the Missouri Constitution are violated, because the imposition of punitive damages on NBL is based on vague, conflicting, uncertain, and purely subjective standards, without adequate notice to NBL, create a chilling effect on speech and expression;
- (i) The Due Process and Equal Protection Clauses of the Fifth and Fourteenth Amendments to the United States Constitution and Article I, Sections 2, 10, and 14, of the Missouri Constitution are violated, because the imposition of punitive damages impairs NBL's right of access to the courts to adjudicate civil disputes.

Seventeenth Affirmative Defense: For further answer, and as an affirmative defense, NBL states that Plaintiff's claims against NBL apparently seeking punitive damages are barred because an award of punitive damages against NBL would contravene the public policy of the State of Missouri.

Eighteenth Affirmative Defense: For further answer, and as an affirmative defense, NBL hereby incorporates by reference all other affirmative defenses raised by any other Defendant in this action.

Nineteenth Affirmative Defense: For further answer, and as an affirmative defense, NBL states it reserves the right to assert any and all affirmative defenses that may be determined to exist through the course of discovery.

III. REQUEST FOR RELIEF

For the reasons stated above, NBL respectfully requests the Court to deny Plaintiff any relief with respect to his claims against NBL; to award NBL its costs incurred in defending against the claims asserted against it by Plaintiff; and to award it all further appropriate relief.

Date: October 13, 2009

Respectfully submitted,



W.C. Blanton #54125
Stephen J. Torline #49483
HUSCH BLACKWELL SANDERS LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112
Telephone: (816) 983-8000
Facsimile: (816) 983-8080
wc.blanton@huschblackwell.com
stephen.torline@huschblackwell.com

**ATTORNEYS FOR DEFENDANT
NATIONAL BEEF LEATHERS, LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **ANSWER OF DEFENDANT NATIONAL BEEF LEATHERS, LLC** has been deposited in the U.S. Mail, first class postage prepaid, this 13th day of October, 2009, to the following:

David M. Peterson
Nicholas S. Clevenger
Thomas H. Rolwing, Jr.
Brett A. Williams
Peterson & Associates, P.C.
Park Plaza Building
801 W. 47th Street, Suite 107
Kansas City, MO 64112

ATTORNEYS FOR PLAINTIFF

Drew F. Davis
P.O. Box 610
1304 N. Walnut
Cameron, MO 64429

**ATTORNEY FOR DEFENDANT
LOREN BROOKSHEIR**

W.C. Blanton *per authority* *Dumb Lute*
59031

W.C. Blanton
HUSCH BLACKWELL SANDERS LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112