

**OPINION SUMMARY**

**MISSOURI COURT OF APPEALS EASTERN DISTRICT**

RICHARD BREWER,	)	No. ED103503
	)	
Appellant,	)	
	)	
vs.	)	Appeal from the Circuit Court
	)	of St. Louis County
DAVID B. COSGROVE and COSGROVE	)	14SL-CC00522
LAW GROUP, LLC,	)	
	)	
Respondents/Appellants,	)	
	)	
vs.	)	Honorable Michael T. Jamison
	)	
DENISE LUNSFORD,	)	
	)	
Respondent/Cross-Appellant.	)	Filed: August 2, 2016

In 2013, Denise Lunsford sued David B. Cosgrove in the circuit court of St. Louis County. In November 2013, that lawsuit was resolved upon the execution of a confidential settlement agreement by Lunsford, Cosgrove, Cosgrove Law Group, LLC ("Cosgrove Law"), and Richard Brewer, Lunsford's boyfriend. Then, in February 2014, Brewer sued Cosgrove and Cosgrove Law for breach of contract claiming that Cosgrove and Cosgrove Law had breached the terms of the settlement agreement. Lunsford did not join in Brewer's suit. In July 2014, Cosgrove and Cosgrove Law filed a counterclaim against Lunsford also alleging the breach of the settlement agreement.

The trial court dismissed Brewer’s claim against Cosgrove Law for the failure to state a claim and awarded Cosgrove Law \$25,000 in attorney’s fees as a prevailing party under the settlement agreement. The trial court dismissed Cosgrove and Cosgrove Law’s counterclaim against Lunsford finding that it lacked personal jurisdiction over her and awarded Lunsford \$25,000 in attorney’s fees as a prevailing party under the settlement agreement. Brewer appealed the dismissal of Cosgrove Law and the attorney’s fees awarded to Cosgrove Law, Cosgrove and Cosgrove appealed the dismissal of Lunsford and the attorney’s fees awarded to Lunsford, and Lunsford appealed the amount of attorney’s fees she was awarded.

**REVERSED AND REMANDED.**

**DIVISION THREE HOLDS:** The trial court erred in dismissing Brewer’s claim for breach of contract against Cosgrove Law and in awarding Cosgrove Law \$25,000 in attorney’s fees as the prevailing party. The trial court erred in dismissing Cosgrove and Cosgrove Law’s counterclaim against Lunsford for lack of personal jurisdiction because the court had specific jurisdiction over Lunsford arising out of the parties’ settlement agreement. Accordingly, the trial court erred in awarding Lunsford \$25,000 in attorney’s fees as the prevailing party. On remand, we direct the trial court to reconsider its wholesale sealing of the file and to make a record setting forth the specific compelling reasons that justify sealing any portion of the file with the understanding that sealing the entire file will almost never be justified.

Opinion by: James M. Dowd, J.

Lawrence E. Mooney, P.J., Lisa P. Page, J., concur.

Attorneys for Appellant Richard Brewer: Susan Kreher Roach and Gordon Keith Rea

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Daniel Emerson

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**THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS  
BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT  
BE QUOTED OR CITED.**