

**Summary of SC94842, *John P. Strake v. Robinwood West Community Improvement District***  
Appeal from the St. Louis County circuit court, Judge Kristine A. Kerr  
Argued and submitted September 10, 2015; opinion issued November 10, 2015

**Attorneys:** Strake was represented by Anthony E. Rothert, Andrew J. McNulty and Jessica M. Stefan of the American Civil Liberties Union of Missouri Foundation in St. Louis, (314) 652-3114, and Gillian R. Wilcox of the American Civil Liberties Union of Missouri Foundation in Kansas City, (816) 470-9938. Robinwood was represented by Jon R. Sanner and Laurie A. Loeschner of Brinker & Doyen LLP in Clayton, (314) 863-6311. The Missouri Press Association, which filed a brief as a friend of the Court, was represented by Jean Maneke of The Maneke Law Group LC in Kansas City, (816) 753-9000.

*This summary is not part of the opinion of the Court. It has been prepared by the communications counsel for the convenience of the reader. It neither has been reviewed nor approved by the Supreme Court and should not be quoted or cited.*

**Overview:** A man appeals the circuit court’s grant of judgment without a trial to a public governmental body he alleged had violated provisions of the state’s “sunshine law.” In a unanimous decision written by Judge Richard B. Teitelman, the Supreme Court of Missouri reverses the judgment and remands (sends back) the case. Neither advice the body received from counsel nor its contractual obligations under a confidentiality clause negate its obligations under the sunshine law. Its decision to withhold the requested documents to avoid potential contractual liability amounts to “purposely” violating the sunshine law.

**Facts:** The Robinwood West Community Improvement District is a “public governmental body” as defined in chapter 610, RSMo (commonly called the “sunshine law”). John Strake, who resides within Robinwood’s borders, submitted a written request pursuant to the sunshine law for disclosure of specific documents related to Robinwood’s settlement of a personal injury lawsuit. Robinwood declined to do so after counsel advised Robinwood that disclosure could expose it to damages for breach of contract for violating a confidentiality clause in the settlement agreement. Strake sued Robinwood, alleging that it was violating the sunshine law by not disclosing various public records and that it was liable for attorney fees and a civil penalty for “knowingly” and “purposefully” withholding documents subject to disclosure under the law. Robinwood denied the allegations. The circuit court ultimately granted summary judgment (judgment on the court filings, without a trial) in favor of Robinwood. Strake appeals.

**REVERSED AND REMANDED.**

**Court en banc holds:** The circuit court erred in concluding, as a matter of law, that Robinwood could not have violated the sunshine law knowingly or purposely. A purposeful violation of the sunshine law occurs when there is a conscious design, intent or plan to violate the law and to do so with awareness of the probable consequences. Robinwood admits knowing that it is subject to the sunshine law and that certain documentation is subject to production under the sunshine law. The advice it received from counsel did not negate Robinwood’s knowledge of its obligations under the sunshine law. To the contrary, counsel noted that “we are cognizant” of the provision that settlement agreements are open records unless closed by court order. Further, even if

disclosing the documents would have exposed Robinwood to mutually conflicting obligations – one under the sunshine law and the other under the confidentiality clause – Robinwood’s contractual obligations do not negate its sunshine law obligation. Robinwood’s decision to withhold the requested documents to avoid potential contractual liability amounts to “purposely” violating the sunshine law. The judgment is reversed to the extent it grants summary judgment in favor of Robinwood, and the case is remanded.