

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
STATE OF MISSOURI**

LAJUNTA BROWN, INDIVIDUALLY )  
AND AS NEXT FRIEND TO A.B., )  
APRIL JONES, INDIVIDUALLY AND )  
AS NEXT FRIEND TO J.S. AND G.J., )  
AND TENA WILSON, INDIVIDUALLY )  
AND AS NEXT FRIEND TO J.J.W., )

Plaintiffs, )

v. )

MEHLVILLE SCHOOL DISTRICT R-9 )  
BOARD OF EDUCATION, )  
(Hold Service) )

Defendant. )

Case No.: \_\_\_\_\_

Division: \_\_\_\_\_

**VERIFIED PETITION**

COME NOW Plaintiffs Lajunta Brown, April Jones, and Tena Wilson (collectively referred to hereinafter as “Plaintiffs”) and state the following in support of their Petition:

1. Plaintiff Lajunta Brown (“Brown”) sues in her individual capacity, as well as in her capacity as duly appointed next friend of her natural child described hereinafter. Brown is an individual residing in St. Louis County, State of Missouri, with her natural child, A.B. Brown’s residence is located in the Riverview Gardens School District (“RGSD”).

2. Plaintiff April Jones (“Jones”) sues in her individual capacity, as well as in her capacity as duly appointed next friend of her natural children described hereinafter. Jones is an individual residing in St. Louis County, State of Missouri, with her natural children, J.S. and G.J. Jones’s residence is located in the RGSD.

3. Plaintiff Tena Wilson (“Wilson”) sues in her individual capacity, as well as in her capacity as duly appointed next friend of her natural child described hereinafter. Wilson is an

individual residing in St. Louis County, State of Missouri, with her natural child, J.J.W.

Wilson's residence is located in the RGSD.

4. Each of Plaintiffs' children are presently eligible to attend schools maintained by RGSD.

5. Riverview Gardens School District Board of Education ("RGSDBE") does not maintain, nor has it maintained at any time relevant hereto, any accredited schools within the meaning of §167.131 RSMo. RGSD is governed by the Special Administrative Board of Riverview Gardens ("SABRG") which assumed the powers of the RGSDBE pursuant to §§162.081 and 162.083 RSMo. The geographical territory that comprises the RGSD is situated wholly within St. Louis County, State of Missouri.

6. Defendant Mehlville School District R-9 Board of Education ("Defendant" or "MSDBE") is a Seven-Director District within the meaning of §162.211, *et seq.*, RSMo, and is responsible for the governance of the Mehlville School District R-9 ("MSD"). The geographical territory that comprises the MSD is situated wholly within St. Louis County, State of Missouri.

7. MSDBE maintains, and has maintained at all times relevant hereto, accredited schools within the meaning of § 167.131(1) RSMo.

8. RGSD and MSD are both located in St. Louis County, State of Missouri.

**COUNT I**  
**DECLARATORY JUDGMENT AGAINST**  
(527.010, *et. seq.*, RSMo)

9. Pursuant to §167.131 RSMo, accredited school districts are obligated to accept all students requesting transfer from an unaccredited district in the same or adjoining county.

10. On or about July 9, 2013, RGSD selected MSD as the district to which it would provide transportation for students electing to transfer out of the district.

11. Plaintiffs have submitted applications to transfer their children to MSD pursuant to §167.131 RSMo.

12. MSDBE has limited the number of students allowed to transfer from unaccredited school districts to MSD.

13. MDSBE's limitation on the number of students allowed to transfer from unaccredited school districts in the same or adjoining county to MSD are impermissible under §167.131 RSMo, and MSDBE must admit all such students requesting transfer to MSD.

14. A justiciable controversy exists between the Plaintiffs and the Defendant concerning the nature and extent of the legal obligations and rights created by and existing under §167.131 RSMo, by virtue of the factual circumstances alleged in this Petition.

15. Plaintiffs lack an adequate remedy, as an alternative to this declaratory judgment action, to resolve the controversies described in this Petition, or to otherwise cause Defendant MSDBE to fulfill its obligations pursuant to §167.131 RSMo.

WHEREFORE, Plaintiffs request that this Court enter a judgment in their favor providing:

(a) a declaration that, pursuant to §167.131 RSMo, Defendant MDSBE is under a statutory mandate to accept all students requesting transfer from an unaccredited district in the same or adjoining county;

(b) a declaration that, pursuant to §167.131 RSMo, Defendant MDSBE is under a statutory mandate to accept all students requesting transfer from RGSD;

(c) Plaintiffs' costs and attorneys fees incurred herein; and

(d) for such other and further relief as the Court deems just and proper.

**COUNT II**  
**INJUNCTIVE RELIEF**

16. Plaintiffs incorporate by reference Paragraphs 1 through 15 as though fully set forth herein.

17. The MSD academic school year begins on August 15, 2013.

18. Plaintiffs lack an adequate remedy to resolve the controversies described in this Petition, or to otherwise cause MSDBE to fulfill its obligations pursuant to §167.131.

19. Plaintiffs and their children will suffer immediate and irreparable injury if the Court does not issue emergency injunctive relief.

WHEREFORE, Plaintiffs request that this Court enter a judgment in their favor providing:

(a) temporary, preliminary and permanent injunctive relief prohibiting Defendant MSDBE from limiting or attempting to limit the number of students allowed to transfer from unaccredited school districts in the same or adjoining county to MSD under §167.131 RSMo;

(b) temporary, preliminary and permanent injunctive relief prohibiting Defendant MDSBE from denying admission to any student requesting transfer from RGSD under §167.131 RSMo;

(c) Plaintiffs' costs and attorneys fees incurred herein; and

(d) for such other and further relief as the Court deems just and proper.

\_\_\_\_\_  
[Affiant Name]

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

[Affiant Name], being duly sworn, on oath deposes and states that the facts stated in the foregoing Verified Petition, are true and correct according to her best knowledge, information, and belief.

\_\_\_\_\_  
[Affiant Name]

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Respectfully submitted,

THE SCHINDLER LAW FIRM, P.C.,

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