

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SAINT LOUIS UNIVERSITY,)
a Missouri benevolent corporation,)
)
Plaintiff,)
)
v.)
)
AVIS MEYER,)
)
Defendant.)

Case No. 4:07CV1733 CEJ

FOURTH AMENDED NOTICE OF DEPOSITION OF AVIS MEYER

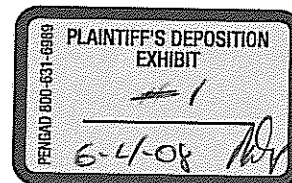
TO: Nelson D. Nolte
Scott A. Smith
Brian J. Gill
Polster, Lieder, Woodruff & Lucchesi, L.C.
12412 Powerscourt Drive, Suite 200
St. Louis, MO 63131
Attorneys for Defendant

WITNESS TO DEPOSE: AVIS MEYER

LOCATION: Offices of Lewis, Rice & Fingersh, L.C.
500 North Broadway, Suite 2000
St. Louis, MO 63102

DATE AND TIME: Wednesday, June 4, 2008
1:30 p.m.

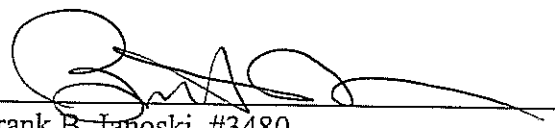
PLEASE TAKE NOTICE that, pursuant to Rule 30 of the Federal Rules of Civil Procedure, Plaintiff Saint Louis University will take the deposition of Avis Meyer, on the date and time noted above. The deposition will be taken before a notary public or some other officer authorized by law to administer oaths. The deposition will be taken by a stenographer and/or videotape means and will continue from day to day until completed. You are invited to attend and cross-examine.



Respectfully submitted,

LEWIS, RICE & FINGERSH, L.C.

By: _____


Frank B. Janoski, #3480
Bridget Hoy, #109375

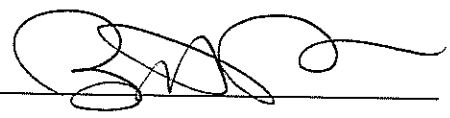
500 North Broadway, Suite 2000
St. Louis, Missouri 63102
Telephone: (314) 444-7600
Facsimile: (314) 241-6056

Attorneys for Plaintiff
SAINT LOUIS UNIVERSITY

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document was served by first class mail, postage prepaid, upon counsel of record this 27th day of May, 2008 addressed as follows:

Nelson D. Nolte
Scott A. Smith
Brian J. Gill
Polster, Lieder, Woodruff & Lucchesi, L.C.
12412 Powerscourt Drive, Suite 200
St. Louis, MO 63131-3615



LEWIS, RICE & FINGERSH, L.C.

ATTORNEYS AT LAW

500 N. BROADWAY, SUITE 2000
ST. LOUIS, MISSOURI 63102-2147
WWW.LEWISRICE.COM
FJANOSKI@LEWISRICE.COM

FRANK B. JANOSKI
DIRECT TEL (314) 444-1307
DIRECT FAX (314) 612-1307

TEL (314) 444-7600
FAX (314) 444-7788

October 11, 2007

McPherson D. Moore, Esq.
Brian J. Gill, Esq.
Polster, Lieder, Woodruff & Lucchesi, L.C.
12412 Powerscourt Drive, Suite 200
St. Louis, Missouri 63131-3615

Re: Trademark Infringement


Dear Mac and Brian:

As you are aware, we represent Saint Louis University. I am enclosing for your information a Complaint, which was filed against your client, Avis Meyer, today.

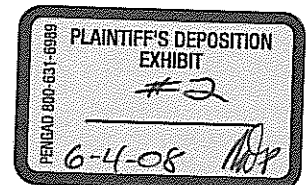
Because litigation has been anticipated for some time and is now pending, we would like to take this opportunity to ask you to remind your client of his obligation against destruction or spoliation of any letter, contract, form, note, e-mail, computer file, metadata, voice recording, dvd, or other written or electronic document related to either Saint Louis University, The University News campus paper, Mr. Meyer's attempts to create a competing newspaper, or any other document relevant to the allegations set forth in the enclosed Complaint. Please also advise him that any destruction of documents will be considered and argued to be spoliation for the purposeful reason of avoiding detrimental information in those documents.

Please govern yourself accordingly.

Very truly yours,


Frank B. Janoski

Enclosure



LEWIS, RICE & FINGERSH, L.C.

ATTORNEYS AT LAW

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DIRECT FAX (314) 612-1307

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WWW.LEWISRICE.COM
FJANOSKI@LEWISRICE.COM

TEL (314) 444-7600
FAX (314) 444-7788

June 22, 2007

VIA CERTIFIED MAIL, RETURN
RECEIPT REQUESTED

Mr. Avis Meyer
10828 Woodforest
St. Louis, MO 63128

Re: Trademark Infringement

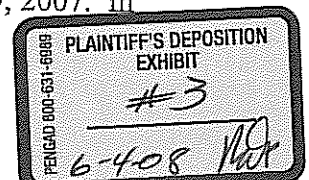
Dear Mr. Meyer:

This firm represents Saint Louis University. As you are no doubt aware, since 1921 Saint Louis University has published a newspaper titled *The University News*. The caption on the publication reads "A Student Voice of Saint Louis University Since 1921" Saint Louis University considers the name of the publication and the related caption to be valuable intellectual property of which it is prepared to protect.

It has recently come to our attention that you have submitted to the Missouri Secretary of State Articles of Incorporation for an entity using the name "The University News, a Student Voice Serving Saint Louis University Since 1921." Your use of this trade name is obviously an attempt to falsely designate your organization as being sponsored or approved by Saint Louis University. That act is a blatant infringement of our client's rights. Accordingly, Saint Louis University has authorized this firm to pursue any and all available measures to protect its interests.

This matter may be resolved amicably with your cooperation. To avoid legal action, you must immediately cease and desist from further use of the name and phrase *The University News* and the caption "A Student Voice of Saint Louis University Since 1921". You must additionally dissolve the related non-profit corporation and cease from further association with Saint Louis University in the publication of any newspaper or other work.

In view of the seriousness of this matter, we request your written undertaking and compliance with the foregoing not later than the close of business on Friday, June 29, 2007. In



LEWIS, RICE & FINGERSH, L.C.

June 22, 2007

Page 2

the absence of your timely affirmative response, we will be forced, without any further notice, to consult with our client as to the further steps it may take to protect and enforce its rights.

Nothing herein should be construed as a binding offer of settlement by Saint Louis University. Additionally, the rights asserted in this letter do not waive any other or alternative rights which our client may have under the circumstances. Please be governed accordingly.

Very truly yours,

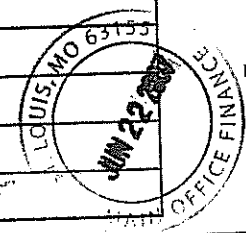


Frank B. Janoski

7003 3110 0003 2383 9670

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OFFICIAL USE

Postage	\$		Postmark Here
FST Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$		

Sent To **Avis Meyer**
 Street, Apt. No., or PO Box No. **10828 Woodforest**
 City, State, ZIP+4 **St. Louis MO 63128**
 PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Chelinda D...</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery 6-29-07</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Avis Meyer 10828 Woodforest St. Louis, MO 63128</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7003 3110 0003 2383 9670</p>	

LEWIS, RICE & FINGERSH, L.C.

ATTORNEYS AT LAW

FRANK B. JANOSKI
DIRECT TEL (314) 444-1307
DIRECT FAX (314) 612-1307

500 N. BROADWAY, SUITE 2000
ST. LOUIS, MISSOURI 63102-2147
WWW.LEWISRICE.COM
FJANOSKI@LEWISRICE.COM

TEL (314) 444-7600
FAX (314) 444-7788

August 16, 2007

VIA EXPRESS MAIL

Mr. Avis Meyer
10828 Woodforest
St. Louis, MO 63128

Re: Trademark Infringement

Dear Mr. Meyer:

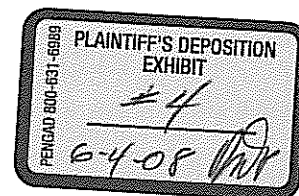
I have not received a response to my June 22, 2007 letter to you regarding your intentional infringement of Saint Louis University's rights due to your unlawful registration and intended use of the name "The University News, a Student Voice Serving Saint Louis University Since 1921." For your information, I enclose a Complaint related to such matters, which our client has instructed us to pursue in federal court if we do not receive written confirmation that such conduct has ceased within three (3) business days of your receipt of this letter.

Very truly yours,



Frank B. Janoski

FBJ/ia
Enclosure





The University News

A Student Voice Of Saint Louis University Since 1921

Suite 301
20 North Grand Boulevard
St. Louis, MO 63103-2051
Editorial Offices 314/977-2812
Sales Offices 314/977-1590
Facsimile 314/977-1588

Tuesday, Aug. 21, 2007

To: Secretary of State, state of Missouri
From: Avis Meyer
Re: Articles of Termination for a nonprofit organization
(Registration # N00803722)

As of this date, Aug. 21, 2007, the required forms (Corp. 60A and Corp. 45) have been filed, effectively terminating our certificate of nonprofit incorporation.

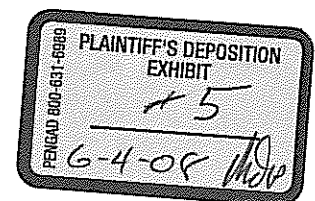
Contact information and a credit card number for required fees are listed below.

Contact:
Avis Meyer
Saint Louis University
3733 West Pine
Xavier Hall 317
St. Louis, Mo. 63108

received
-02207-

VISA credit card#:
Card registered to: Avis Meyer

Cordially,
Avis Meyer, Ph. D.



STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF INCORPORATION MISSOURI NONPROFIT

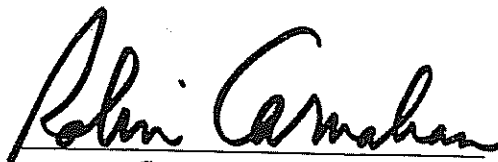
WHEREAS, Articles of Incorporation of

The University News, A Student Voice Serving Saint Louis University Since 1921
N00803722

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of the State of Missouri do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 16th day of March, 2007.


Secretary of State





State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

**Articles of Termination
For a Nonprofit Corporation**

(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of terminating, hereby executes the following Articles of Termination:

- (1) The name of corporation is: The University News, a student voice
SERVING SAINT LOUIS UNIVERSITY SINCE 1921
- (2) On Aug 20, 2007 the corporation filed Articles of Dissolution with the Secretary of State.
month/day/year
- (3) The corporation has disposed of all claims filed against it pursuant to Chapter 355.
- (4) All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor.
- (5) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: Aug 20, 2007
(Date may not be more than 90 days after the filing date in this Office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

[Signature] AVIS MEYER DRG Agent 8/20/07
Authorized signature of officer or chairman of the board Printed Name Title (Date)

Name and address to return filed document:

Name: AVIS MEYER
Address: 3733 W. Pine, KH 217
City, State, and Zip Code: ST. LOUIS, MO 63108



State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 609 W. Main Street, Rm 322
Jefferson City, MO 65102

**Articles of Dissolution by Voluntary Action
for a Nonprofit Corporation**

(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of dissolving, and pursuant to the provisions of the "Nonprofit Corporation Act" of the State of Missouri relating to the dissolution of said corporation, hereby executes the following articles of dissolution:

- (1) The name of corporation is: The University News, A student voice serving
Saint Louis University since 1921
- (2) Dissolution was authorized on: Aug. 21, 07
and was approved by a sufficient vote of the board. Month/Day/Year
- (3) If approval of members was not required, and dissolution was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5): _____
- (4) If approval by members was required, check here and provide the following information: _____

- A. Number of memberships outstanding: _____
B. Complete either i or ii:

i. Number of votes for and against the dissolution by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ii. Number of undisputed votes cast for dissolution was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

- (5) If the corporation is a public benefit corporation, notice has been given to the attorney general as required by subsection 1 of section 355.676. Check here: _____

Please see next page

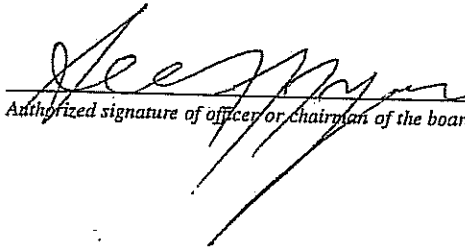
Name and address to return filed document:

Name: Avis MEYER
Address: 3733 W. Pine, KH317
City, State, and Zip Code: St Louis MO 63108

- (6) If approval for dissolution by some person or persons other than the members, the board or the incorporators is required pursuant to Section 355.671, state that such approval was obtained by checking here:
- (7) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: Aug. 21, '07
(Date may not be more than 90 days after the filing date in this Office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)


Authorized signature of officer or chairman of the board

AVIS MEYER, ^{DRG.} agent
Printed Name Title

8-21-07
Date

LEWIS, RICE & FINGERSH, L.C.

ATTORNEYS AT LAW

500 N. BROADWAY, SUITE 2000
ST. LOUIS, MISSOURI 63102-2147
WWW.LEWISRICE.COM
FJANOSKI@LEWISRICE.COM

TEL (314) 444-7600
FAX (314) 444-7788

FRANK B. JANOSKI
DIRECT TEL (314) 444-1307
DIRECT FAX (314) 612-1307

August 30, 2007

VIA EXPRESS MAIL

Mr. Avis Meyer
10828 Woodforest
St. Louis, MO 63128

Re: Trademark Infringement

Dear Mr. Meyer:

We are in receipt of the Secretary of State filing requesting termination of the certificate of nonprofit corporation for "The University News, a Student Voice Serving Saint Louis University Since 1921." Your conduct in registering the nonprofit corporation and any other acts you took in that regard violated many of the rights of our client, Saint Louis University. Additionally, your failure to respond to our initial correspondence forced Saint Louis University to direct us to draft a complaint at significant cost to the University. Thus, while we appreciate the efforts to dissolve the nonprofit corporation, that act alone does not resolve all issues.

As full resolution of the matters set forth in my previous correspondence to you and the complaint enclosed therewith, Saint Louis University requires a statement by you that the phrase "The University News, a Student Voice Serving Saint Louis University Since 1921" was not used by you in any manner other than registration of the nonprofit corporation. Additionally, Saint Louis University demands full payment of its attorneys' fees, in the total amount of \$6327.40.

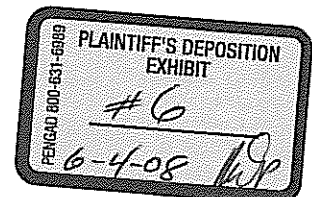
We require resolution of this matter no later than the close of business on Tuesday, September 4, 2007, or we will proceed accordingly.

Very truly yours,



Frank B. Janoski

FBJ/ia



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SAINT LOUIS UNIVERSITY,)
a Missouri benevolent corporation,)
)
Plaintiff,)
)
v.)
)
AVIS MEYER,)
)
Defendant.)
)
)
)
)
)

Case No. _____

COMPLAINT

COMES NOW Plaintiff Saint Louis University ("Plaintiff" or "SLU"), by and through its undersigned attorneys, and for its Complaint against Defendant Avis Meyer, states as follows:

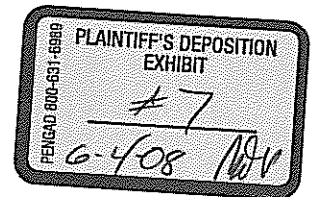
PARTIES

1. Plaintiff Saint Louis University is a Missouri benevolent corporation duly organized and existing under the laws of the State of Missouri with its principal place of business located at 221 North Grand Blvd., St. Louis, Missouri 63103.

2. Defendant Avis Meyer is a citizen of the United States with a residence in St. Louis, Missouri at 10828 Woodforest, St. Louis, Missouri 63128. He is a faculty member employed by SLU.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this case under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338(a) and (b) in that it includes an action for trademark infringement, false



designation of origin, and unfair competition arising under Section 43(c) of the Lanham Act (15 U.S.C. § 1125) and an action for infringement of a registered mark arising under Section 32 of the Lanham Act (15 U.S.C. § 1114).

4. This Court has jurisdiction over the state law and common law claims under 28 U.S.C. § 1367 in that the state law and common law claims are so related to the other claims in the action that they form part of the same cause or controversy.

5. Venue is proper in this Court under 28 U.S.C. § 1391(b) and (c) in that a substantial part of the events giving rise to the claims occurred in this judicial district and Defendant are subject to personal jurisdiction in this judicial district.

FACTS COMMON TO ALL COUNTS

6. SLU is an institution of higher education of longstanding duration in St. Louis, Missouri. It is highly regarded by persons and businesses throughout St. Louis, has thousands of alumni, and it enjoys an exceptional reputation both locally and nationally.

7. Since in or about 1921, SLU has published a campus newspaper. Since at least 1931 the newspaper has been titled "The University News." The caption on the publication reads "A Student Voice of Saint Louis University Since 1921."

8. The caption incorporates SLU's federally registered "SAINT LOUIS UNIVERSITY" mark, U.S. Trademark Registration No. 1,729,449.

9. SLU considers the name of the publication and the related caption to be valuable intellectual property that is distinctive and has acquired secondary meaning.

10. SLU has continuously used the name The University News since at least 1931.

11. For over three decades, Defendant Avis Meyer has been employed by Saint Louis University and for some of those years served as Faculty Advisor for SLU's campus newspaper, The University News.

12. On March 16, 2007, Defendant Meyer submitted to the Missouri Secretary of State Articles of Incorporation for an entity using the name "The University News, a Student Voice Serving Saint Louis University Since 1921." A copy of the Articles of Incorporation is attached hereto as Exhibit A.

13. The March 16, 2007 submission was made personally by Defendant Meyer, without SLU's knowledge or permission. Defendant Meyer, as the incorporator, listed his home address for that of the Registered Agent and as the Registered Office for the entity. See Exhibit A.

14. In the Articles of Incorporation, Defendant Meyer states the entity's purpose is the "publication of a weekly newspaper." See Exhibit A.

15. A Certificate of Incorporation was issued to the non-profit organization by the Missouri Secretary of State using the name "The University News, a Student Voice Serving Saint Louis University Since 1921." A copy of the Certificate of Incorporation is attached hereto as Exhibit B.

16. Upon information and belief, at the time Defendant Meyer submitted the Articles of Incorporation to the Missouri Secretary of State, Defendant intended, and upon information and belief, continues to have the intent, to publish a newspaper using the name "The University News, a Student Voice Serving Saint Louis University Since 1921," which is identical to the name and related caption which has been and is used by SLU on its own publication.

17. The registration of the non-profit corporation and the publication of a newspaper by Defendant under a name and caption identical to those used by SLU in connection with its own campus newspaper is willful and deliberate, designed especially to trade upon the enormous goodwill associated with SLU.

18. Upon information and belief, on August 21, 2007, Defendant filed with the Missouri Secretary of State Articles of Termination and Articles of Dissolution by Voluntary Action for a Nonprofit Corporation. Although Defendant listed his home address for the registration, he listed SLU's business address on the dissolution paperwork. He included a cover letter with the request for termination and dissolution of the nonprofit corporation that was printed on letterhead displaying the name of SLU's campus newspaper, The University News, the related caption, A Student Voice of Saint Louis University Since 1921, and the contact information (including address, phone number and facsimile number) of SLU's publication office. These acts were to give the false impression that SLU was somehow involved in or approved of the registration of the nonprofit corporation, when that is not the case. Copies of the cover letter, the Articles of Termination and Articles of Dissolution by Voluntary Action for a Nonprofit Corporation are attached hereto as Exhibit C.

19. The unauthorized use of SLU's letterhead in connection with the termination and dissolution of the non-profit corporation is willful and deliberate, designed especially to create confusion among the public as to SLU's involvement with or approval of the nonprofit corporation.

20. Defendant Meyer has admitted that, in connection with The University News, "there's a plan, vaguely in the works" to start an independent, competing newspaper. See

Matthew Halverson, *Avis Meyer Will Not Be Silenced*, St. Louis Magazine, August 2007, attached hereto as Exhibit D.

21. The goodwill of SLU in the Saint Louis University name and in this newspaper name and caption is of significant value, and SLU has suffered and will continue to suffer irreparable harm if infringement, false designation of origin, dilution, unfair competition and/or other violations of SLU's rights are permitted to the detriment of its reputation and goodwill.

22. Defendant's unlawful conduct will occur, or continue if it has already occurred, unless enjoined by this Court.

COUNT I

(Trademark Infringement in Violation of the Lanham Act, 15 U.S.C. § 1114)

23. Plaintiff realleges paragraphs 1-22 above, inclusive, which are incorporated by reference, as if fully set forth herein.

24. SLU owns U.S. Trademark Registration No. 1,729,449 (issued November 3, 1992) for the mark "SAINT LOUIS UNIVERSITY."

25. SLU's "SAINT LOUIS UNIVERSITY" mark was first used in commerce in 1832.

26. SLU enjoys considerable goodwill in its "SAINT LOUIS UNIVERSITY" mark.

27. Pursuant to 15 U.S.C. § 1115(b), SLU's "SAINT LOUIS UNIVERSITY" mark has become incontestable and is conclusive evidence of SLU's exclusive right to use the "SAINT LOUIS UNIVERSITY" mark in connection with the goods and services listed in the registration and with other related goods and services, as well.

28. Defendant formed a Missouri non-profit corporation using SLU's "SAINT LOUIS UNIVERSITY" mark.

29. Upon information and belief, Defendant is publishing or is likely to soon publish a newspaper under a name which incorporates SLU's "SAINT LOUIS UNIVERSITY" mark.

30. Upon information and belief, Defendant's use or intended use of the "SAINT LOUIS UNIVERSITY" mark is part of an intentional effort by Defendant to trade off of the extremely valuable goodwill associated with SLU and its mark and to confuse the public with regard to SLU's involvement in and approval of Defendant's publication.

31. Defendant's willful and unauthorized use of SLU's federally registered and incontestable mark is likely to cause instances of actual confusion, to cause mistake, and/or to deceive the public into believing that the newspaper distributed by Defendant is in some way sponsored by, connected to, or affiliated with SLU.

32. Any publication by Defendant is without the authorization of SLU and thus Plaintiff has no control over the nature and quality of the newspaper that will be published and distributed by Defendant under a name associated with SLU. The quality and content of any such publication by Defendant will reflect adversely on Plaintiff and damage the considerable goodwill of Plaintiff's mark.

33. Defendant's acts do, or will, constitute trademark infringement and false designation of origin in violation of the Lanham Act.

34. The acts of Defendant have been committed with the intent to cause confusion and mistake, and with knowledge of their wrongful nature.

35. The trademark infringement by Defendant is intentional and willful.

36. Plaintiff has been and will be severely injured by these intended actions.

37. The injury will be, is, and/or continues to be immediate and irreparable. An award of monetary damages alone cannot fully compensate Plaintiff for its injuries.

38. Plaintiff lacks an adequate remedy at law.

COUNT II

(Trademark Infringement and False Designation of Origin of the "The University News" Mark and Related Caption "A Student Voice Serving Saint Louis University Since 1921" in Violation of § 43 of the Lanham Act, 15 U.S.C. § 1125(a))

39. Plaintiff realleges paragraphs 1-38 above, inclusive, which are incorporated by reference, as if fully set forth herein.

40. Plaintiff's exclusive and extensive use and promotion of the "The University News" mark and the related caption "A Student Voice Serving Saint Louis University Since 1921" has caused them to acquire considerable value and to become extremely well known as identifying and distinguishing SLU exclusively and uniquely to the publication of a weekly campus newspaper about issues and life relating to SLU and its campus.

41. Plaintiff has expended resources in connection with the publication under the name "The University News" and the related caption "A Student Voice Serving Saint Louis University Since 1921."

42. Without authorization by Plaintiff, Defendant Meyer has formed a Missouri non-profit corporation using the name "The University News, a Student Voice Serving Saint Louis University Since 1921" for the purpose of "publication of a weekly newspaper." See Exhibit A.

43. Defendant's imitation, copying, palming off, and unauthorized use or intended use of Plaintiff's "The University News" name and the related caption "A Student Voice Serving Saint Louis University Since 1921" constitutes trademark infringement and a false designation of origin which is likely to deceive the public into believing that a newspaper published by Defendant is that of SLU or sponsored by SLU.

44. Defendant's imitation, copying, palming off and unauthorized use of Plaintiff's "The University News" mark and the related caption "A Student Voice Serving Saint Louis

University Since 1921” is likely to cause and/or has caused confusion, deception, and mistake among the public by creating an erroneous impression that a publication sold, offered for sale, distributed, or advertised by Defendant has been printed by, approved, sponsored, endorsed, or guaranteed by, or are in some way affiliated with, SLU.

45. Any publication by Defendant is without the authorization of SLU and thus Plaintiff has no control over the nature and quality of the product that will be produced and distributed by Defendant. The quality and content of any such publication by Defendant will reflect adversely on Plaintiff as the believed source of origin thereof, hampering efforts by Plaintiff to continue to protect its outstanding reputation, all to the irreparable harm of Plaintiff.

46. Defendant’s acts do, or will, constitute trademark infringement and false designation of origin in violation of the Lanham Act.

47. The acts of Defendant have been committed with intent to cause confusion and mistake, and with knowledge of their wrongful nature.

48. The trademark infringement and false designation of origin by Defendant are intentional and willful.

49. Plaintiff has been and will be severely injured by these intended actions.

50. The injury will be, is, and/or continues to be immediate and irreparable. An award of monetary damages alone cannot fully compensate Plaintiff for its injuries.

51. Plaintiff lacks an adequate remedy at law.

COUNT III
(Missouri Common Law Trademark Infringement)

52. Plaintiff realleges paragraphs 1-51 above, inclusive, which are incorporated by reference, as if fully set forth herein.

53. Plaintiff owns and enjoys common law rights in Missouri in and to "The University News" mark and the related caption "A Student Voice Serving Saint Louis University Since 1921" which are superior to any rights which Defendant may claim in any form or style with respect to the publication of a newspaper.

54. The use, or intended use, of Plaintiff's trademarks in connection with publication of Defendant's newspaper in the State of Missouri is likely to cause and/or has caused confusion as to the source of Defendant's products in that the public will likely associate and/or have associated such products as originating or affiliated with SLU, all to the detriment of SLU.

55. Defendant's acts do, or will, constitute common law trademark infringement.

56. The acts of Defendant have been committed with intent to cause confusion and mistake, and with knowledge of their wrongful nature.

57. The trademark infringement by Defendant is intentional and willful.

58. Plaintiff has been and will be severely injured by these intended actions.

59. The injury is, will be, and/or continues to be immediate and irreparable. An award of monetary damages alone cannot fully compensate Plaintiff for its injuries.

60. Plaintiff lacks an adequate remedy at law.

COUNT IV

(Unfair Competition in Violation of § 43 of the Lanham Act, 15 U.S.C. § 1125(a))

61. Plaintiff realleges paragraphs 1-60 above, inclusive, which are incorporated by reference, as if fully set forth herein.

62. Upon information and belief, Defendant has and/or intends to falsely advertise in interstate commerce that it is distributing a newspaper published, authorized, or sponsored by or affiliated with SLU, when it is not.

63. The acts, or intended acts, of Defendant in advertising and distributing products under Plaintiff's trademarks unfairly use, or will unfairly use, the reputation and goodwill associated with Plaintiff's trademarks.

64. Upon information and belief, the acts set forth above have caused and/or will cause actual confusion, and are likely to continue to cause confusion and mistake among the public as to the affiliation, connection, or association of Defendant and Plaintiff concerning such a publication.

65. In addition, such acts as set forth above have caused and/or will cause actual confusion and are likely to continue to cause confusion and mistake among the public as to the origin, sponsorship, or approval of Defendant's newspaper by Plaintiff.

66. These acts are, or will be, false and misleading and are, or will be, acts of unfair competition in violation of Section 43(a) of the Lanham Act.

67. The acts of Defendant have been committed with intent to cause confusion and mistake, and with knowledge of their wrongful nature.

68. The unfair trade practices by Defendant are intentional and willful.

69. Plaintiff has been and will be severely injured by these intended acts.

70. The injury is, will be, and/or continues to be immediate and irreparable. An award of monetary damages alone cannot fully compensate Plaintiff for its injuries.

71. Plaintiff lacks an adequate remedy at law.

COUNT V
(Missouri Common Law Unfair Competition)

72. Plaintiff realleges paragraphs 1-71 above, inclusive, which are incorporated by reference, as if fully set forth herein.

73. Plaintiff owns and enjoys common law rights in Missouri to the mark "The University News" and the related caption "A Student Voice Serving Saint Louis University Since 1921" which are superior to any rights which Defendant may claim in any form or style with respect to the publication of a newspaper.

74. Upon information and belief, Defendant has and/or intends to falsely advertise in interstate commerce that it is distributing or intends to distribute a newspaper published, sponsored, or authorized by or affiliated with SLU, when it is not.

75. The acts, or intended acts, of Defendant in advertising and offering for sale products under Plaintiff's trademarks unfairly uses and/or will unfairly use the reputation and goodwill associated with Plaintiff's trademarks.

76. The acts set forth above have and/or will cause actual confusion, and are likely to continue to cause confusion and mistake among the public as to the affiliation, connection, or association of Defendant and SLU concerning such a publication.

77. In addition, such acts as set forth above have and/or will cause actual confusion and are likely to continue to cause confusion and mistake among the public as to the origin, sponsorship, or approval of Defendant's newspaper by SLU.

78. These acts are false and misleading and are, or will be, acts of unfair competition in violation of Missouri common law.

79. The acts of Defendant have been committed with intent to cause confusion and mistake, and with knowledge of their wrongful nature.

80. The unfair trade practices by Defendant are intentional and willful.

81. Plaintiff has been and will be severely injured by these intended acts.

82. The injury is, will be, and/or continues to be immediate and irreparable. An award of monetary damages alone cannot fully compensate Plaintiff for its injuries.

83. Plaintiff lacks an adequate remedy at law.

COUNT VI
(Dilution in Violation of Missouri Revised Statute § 417.061, *et seq.*)

84. Plaintiff realleges paragraphs 1-83 above, inclusive, which are incorporated by reference, as if fully set forth herein.

85. Plaintiff owns and enjoys common law rights in Missouri to the trademarks "Saint Louis University," "The University News," and the related caption "A Student Voice Serving Saint Louis University Since 1921" which are superior to any rights which Defendant may claim in any form or style with respect to the publication of a newspaper.

86. Upon information and belief, Defendant uses, or intends to use, in commerce, Plaintiff's trademarks in connection with the distribution and advertising of a weekly newspaper. Defendant is not a licensee of the marks "Saint Louis University," "The University News," or the related caption "A Student Voice Serving Saint Louis University Since 1921." Defendant's unauthorized and deceptive use, or intended use, of Plaintiff's trademarks has caused, or will cause, dilution of the distinctive quality of the mark and will continue to do so if Defendant does not stop such activity.

87. The acts of Defendant have caused and/or will cause injury, and are likely to cause dilution of Plaintiff's trademark in violation of Mo. Rev. Stat. § 417.061, *et seq.*

88. Defendant willfully intended and/or does intend to trade on Plaintiff's reputation.

89. The dilution by Defendant is intentional and willful.

90. Plaintiff has been and will be severely injured by these intended acts.

91. The injury is, will be, and continues to be immediate and irreparable. An award of monetary damages alone cannot fully compensate Plaintiff for its injuries.

92. Plaintiff lacks an adequate remedy at law.

COUNT VII
**(Misuse of a Benevolent Society's Name in
Violation of Missouri Revised Statute §§ 417.150, *et seq.*)**

93. Plaintiff realleges paragraphs 1-92 above, inclusive, which are incorporated by reference, as if fully set forth herein.

94. Plaintiff was formed as a Missouri benevolent corporation on December 28, 1832. Plaintiff is duly organized and existing under the laws of the State of Missouri.

95. Plaintiff has continuously used the name Saint Louis University since its formation in 1932.

96. On March 16, 2007, Defendant Meyer formed a corporation, referred to as The University News, a Student Voice Serving Saint Louis University Since 1921. *See Exhibit A.*

97. Defendant's use of "Saint Louis University" as part of a corporate name is calculated to deceive the public with respect to the association of Defendant and Plaintiff.

98. Defendant's misuse of Plaintiff's name constitutes a violation of Missouri Revised Statute §§ 417.150, *et seq.*

99. Plaintiff has a right to use the name "Saint Louis University" which is superior to any of Defendant's rights.

100. Defendant's misuse of Plaintiff's name has been intentional and willful.

101. Plaintiff has been or will be severely injured by Defendant's acts.

102. The injury is, will be, and/or continues to be immediate and irreparable.

103. Plaintiff is entitled to injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Saint Louis University respectfully demands judgment in its favor and against Defendant and prays for:

- A. That Defendant, his agents, employees, assigns, and all those in concert and privity with him be temporarily, preliminarily, and permanently enjoined from using the name "Saint Louis University," "The University News," the related caption "A Student Voice Serving Saint Louis University Since 1921," or any variations thereof confusingly similar to Plaintiff's names and trademarks;
- B. That Defendant, its agents, employees, assigns, and all those in concert and privity with him be ordered to immediately cease any unauthorized publication sale or offer to sell of any newspaper or other products under or referencing the name and trademark "Saint Louis University," "The University News," the related caption "A Student Voice Serving Saint Louis University Since 1921," or any variation thereof;
- D. That Plaintiff be awarded damages for Defendant's infringement and dilution of Plaintiff's trademarks and Defendant's unfair trade practices as they relate to Plaintiff's names and trademarks to compensate Plaintiff for loss of revenue, donations, loss of goodwill, and damage to its goodwill and reputation as a result of Defendant's acts;
- E. That Plaintiff be awarded treble damages as permitted by 15 U.S.C. § 1117;
- F. That Plaintiff be awarded its attorneys' fees as permitted by 15 U.S.C. § 1117 or other applicable law;
- G. That the cost of this action be assessed against Defendant as permitted by 15 U.S.C. § 1117 and other applicable law;
- H. That Plaintiff be awarded punitive damages due to Defendant's reckless indifference to Plaintiff's rights;
- I. That Defendant, pursuant to Missouri Revised Statute § 417.150.2, be enjoined from using the name "Saint Louis University" or any substantially similar name; and
- J. That Plaintiff be awarded such other and further relief as provided in the Lanham Act, other applicable law, and as the Court may deem appropriate, along with prejudgment interest.

Dated: October 11, 2007

Respectfully submitted,

LEWIS, RICE & FINGERSH, L.C.

By: 

Frank B. Janoski, #3480

By: 

Bridget Hoy, #109375

500 North Broadway, Suite 2000

St. Louis, Missouri 63102

Telephone: (314) 444-7600

Facsimile: (314) 241-6056

E-mail: fjanoski@lewisrice.com

bhoy@lewisrice.com

Attorneys for Plaintiff Saint Louis University



State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number:
N00803722
Date Filed: 03/16/2007
Robin Carnahan
Secretary of State

Articles of Incorporation of a Nonprofit Corporation
(To be submitted with a filing fee of \$25)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under the Missouri Nonprofit Corporation Act adopt the following Articles of Incorporation:

- (1) The name of the corporation is THE UNIVERSITY NEWS, SAINT LOUIS UNIVERSITY *a student voice serving since 1921*
- (2) This corporation is a MUTUAL Benefit Corporation.
(Public or Mutual)
- (3) The period of duration of the corporation is perpetual
("Perpetual" unless stated otherwise)
- (4) The name and street address of the Registered Agent and Registered Office in Missouri is:
AVIS MEYER 10828 WoodForest St. Louis, Mo. 63128
Name Address City/State/Zip
- (5) The name(s) and address(es) of each incorporator:
AVIS MEYER 10828 WoodForest St. Louis, Mo. 63128
- (6) Does the corporation have members? YES _____ NO
- (7) The assets of the corporation will be distributed on dissolution as follows: SELF-perpetuating
assets serve each year's staff members
- (8) The corporation is formed for the following purpose(s): PUBLICATION OF A WEEKLY
NEWSPAPER,
- (9) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: 3-16-07
(Date may not be more than 90 days after the filing date in this Office)

Please see next page

into a
charitable
organization

Name and address to return filed document:
Name: AVIS MEYER
Address: 10828 WoodForest Dr.
City, State, and Zip Code: ST. LOUIS, MO. 63128

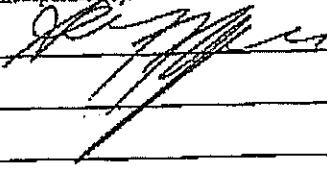
State of Missouri
Creation - NonProfit 2 Page(s)



T0707555859

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Signed by Incorporator(s):



State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF INCORPORATION MISSOURI NONPROFIT

WHEREAS, Articles of Incorporation of

The University News, A Student Voice Serving Saint Louis University Since 1921
N00803722

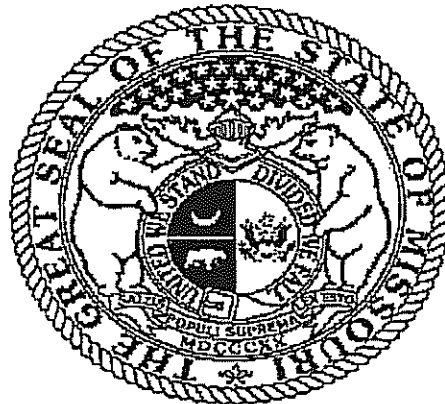
have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of the State of Missouri do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
16th day of March, 2007.

Robin Carnahan

Secretary of State





The University News

A Student Voice Of Saint Louis University Since 1921

Suite 301
20 North Grand Boulevard
St. Louis, MO 63103-2051
Editorial Offices 314/977-2812
Sales Offices 314/977-1590
Facsimile 314/977-1588

Tuesday, Aug. 21, 2007

To: Secretary of State, state of Missouri
From: Avis Meyer
Re: Articles of Termination for a nonprofit organization
(Registration # N00803722)

As of this date, Aug. 21, 2007, the required forms (Corp. 60A and Corp. 45) have been filed, effectively terminating our certificate of nonprofit incorporation.

Contact information and a credit card number for required fees are listed below.

Contact:
Avis Meyer
Saint Louis University
3733 West Pine
Xavier Hall 317
St. Louis, Mo. 63108

VISA credit card#:
Card registered to: Avis Meyer

Cordially,
Avis Meyer, Ph. D.

EXHIBIT C



State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

**Articles of Termination
For a Nonprofit Corporation**

(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of terminating, hereby executes the following Articles of Termination:

- (1) The name of corporation is: The University News, a student voice
SERVING SAINT LOUIS UNIVERSITY SINCE 1921
- (2) On Aug 20, 2007 the corporation filed Articles of Dissolution with the Secretary of State.
month/day/year
- (3) The corporation has disposed of all claims filed against it pursuant to Chapter 355.
- (4) All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor.
- (5) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: Aug 20, 2007
(Date may not be more than 90 days after the filing date in this Office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

[Signature]
Authorized signature of officer or chairman of the board

AVIS MEYER
Printed Name

ORG. Agent
Title

8/20/07
(Date)

Name and address to return filed document:

Name: AVIS MEYER

Address: 3733 W. Pine KH 317

City, State, and Zip Code: ST. LOUIS, MO. 63108



State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

Articles of Dissolution by Voluntary Action
for a Nonprofit Corporation

(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of dissolving, and pursuant to the provisions of the "Nonprofit Corporation Act" of the State of Missouri relating to the dissolution of said corporation, hereby executes the following articles of dissolution:

(1) The name of corporation is: The University News, A student voice serving
SANIT LOUIS UNIVERSITY SINCE 1921
(2) Dissolution was authorized on: Aug. 21, 07
and was approved by a sufficient vote of the board. Month/Day/Year

(3) If approval of members was not required, and dissolution was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5): _____

(4) If approval by members was required, check here and provide the following information: _____

A. Number of memberships outstanding: _____
B. Complete either i or ii:

i. Number of votes for and against the dissolution by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ii. Number of undisputed votes cast for dissolution was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

(5) If the corporation is a public benefit corporation, notice has been given to the attorney general as required by subsection 1 of section 355.676. Check here: _____

Please see next page

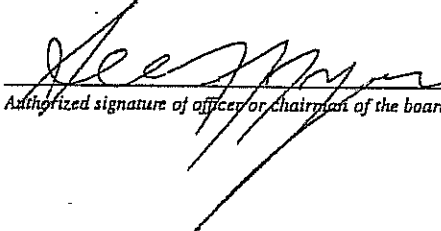
Name and address to return filed document:

Name: Avis MEYER
Address: 3733 W. Pine, XH317
City, State, and Zip Code: St Louis MO 63108

- (6) If approval for dissolution by some person or persons other than the members, the board or the incorporators is required pursuant to Section 355.671, state that such approval was obtained by checking here:
- (7) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: Aug. 21, '07
(Date may not be more than 90 days after the filing date in this Office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)


Authorized signature of officer or chairman of the board

ARIS MEYER,
Printed Name

ORG. agent
Title

8-21-07
Date

AVIS MEYER WILL NOT BE SILENCED

THE UNOFFICIAL ADVISER TO
YU'S STUDENT NEWSPAPER
LOVES FREE SPEECH LIKE HE
LOVES HIS KIDS — AND HE'S GOT
A FEW CHOICE WORDS FOR
ANYONE WHO'D LIKE TO MESS
WITH EITHER OF THEM

By MATTHEW HALVERSON
Photograph by KATHERINE BISH



DEPENDING ON WHO YOU ARE,

the fact that Avis Meyer has tenure at Saint Louis University is either a really good thing or a really bad thing. If you're Avis Meyer, it's a really good thing, because it means you can fight the perceived injustices meted out by an overzealous administration and put an exclamation point on your argument by saying that the Reverend Lawrence Biondi has "all the class of a toilet seat"—all without fear of a pink slip. If you're Biondi, well, it's a really bad thing, because it means you have no choice but to sit back and gnash your teeth as one of your school's professors compares you to a dirty ring of porcelain in print. It's not that Meyer is drunk on his invincibility, slinging ad hominem insults just because he can. The unofficial adviser to SLU's student newspaper started speaking his mind this spring when the school's administrators attempted to make significant changes to the paper's charter and, in his words, "squench their First Amendment rights and effectively kill the *University News* as a student voice."

It was the fiery culmination to a tense school year. About the same time last August that provost Joe Weixmann informed the 32-year *U. News* vet that SLU would no longer allow the paper to provide Meyer with his \$1,500 annual stipend (which had come out of ad revenues and was more or less a reimbursement for the snacks he bought the staff on deadline nights), the university cut the editor's tuition remission in half. And then the whispers started: In the process of transferring to Loyola University Chicago, a former *U. News* editor learned from one of the school's admissions counselors that word of the

paper's death was spreading in the academic community. Rumors of its demise turned out to be exaggerated, but not by much: In late April, Weixmann and vice president for student development Kent Porterfield met with the staff (but banned Meyer from the proceedings) and presented them with a new charter that proposed giving university officials the authority to elect the *U. News* editor in chief and fire him or her at will. (At the time, SLU administrators claimed they were just concerned about mistakes found in the student newspaper.)

Official adviser or not, the roly-poly journalism prof launched a campaign to retain the *U. News* staff's self-governance, asking hundreds of his ex-students who'd gone on to powerful media jobs to tell Biondi, Weixmann and Porterfield what they could do with their new charter. It worked, and the students kept control—for the most part. But the drama didn't end there: Not long after the issue was resolved, *U. News'* incoming editor in chief got her hands on an email sent to Porterfield from a department VP not involved in the dust-up that said, simply, "Congratulations I think. How does the new charter solve Avis?"

This summer, Meyer sat down with *St. Louis Magazine* to recount the fallout from SLU's attempt to alter the charter and to make it perfectly clear what he really thinks about Biondi. And given his obsession with protecting *U. News* staffers' right to speak their minds, it probably shouldn't have come as any surprise that Meyer wasn't about to censor himself.

You were pretty vocal about this situation. I think it's unnecessary. I think it's unfair. I don't even know why they're doing this.

You even took out an ad in the *Post-Dispatch*, asking people to write in and complain. Yes, I did. It cost \$985. It was a killer. That's how strongly I felt about it.

No kidding—you called out Biondi by name. I said Biondi, Weixmann and Porterfield were trying to take control of the paper and change it to effectively kill it as a student voice. Now, there's a wonderful, cyclical piece of justice to this: Biondi maintains that the paper needs better advising—that's aimed at me. There's an award given on campus called the Chauncey Finch Mentoring Award, and I got it [in May]. It

comes with a \$1,000 stipend, and I thought, "Man, if I could use that \$1,000 to pay for this ad, wouldn't that be justice?" But I don't think they're going to let me.

Did you catch heat from anyone for that ad? No one said a word about it. But I do know that they hired a few people to answer some of the e-mails and letters because they got something in the neighborhood of a thousand responses, and it almost crashed the system—or so I was told by somebody who works in alumni [affairs]. That really made me happy. If we'd actually crashed the system, that would have made my week.

All of those people who wrote in—do you think it accomplished anything? It accomplished something. It's hard to know for sure what, though. If [SLU's] intent was to shut the paper down completely, then we had a pretty good success.

Do you really think that's what they wanted, though—to shut it down altogether? No, they don't want to settle this. They want to control the paper. Period. It was like bargaining for a used car. They shoot for one level knowing that they'll settle for this level. We almost had to do the same thing. I think they did better in the compromise than we did because they have more power and authority.

But if the students still have the power to elect the editor and section editors, then how did you guys come out on the short end? Because until this charter was in effect, they had no input whatsoever and no way to fire anybody. And now they do.

SLU administrators have said they were just concerned by mistakes in the paper and the mixing of editorial and news content. I can pick up the *Post-Dispatch* every day and find that stuff, so of course it's going to happen in a student paper. They're learning to do it. That's why they call it a college paper.

Have you spoken directly to Biondi about this? No. I've been here 32 years, and he's been there, I think, 19, and we've had three discussions. And they were all hilarious. In '98, this same thing happened, and I was calling my alumni and they were writing letters and griping. Biondi called me and said something like, "I know what you're doing." I said, "OK." He said, "I don't think much

of it." I said, "OK." And then he said, "You know I have a Ph.D. in social psychology," or something like that. I said, "OK, I have a Ph.D. in English." And he said, "OK," and hung up. What do you make of that?

The next time I saw the guy, it was at an awards ceremony in the basement of College Church. We left early, and we walked along Grand Avenue, almost side by side. He had just had a knee operation, so I caught up to him unavoidably. We had this generic conversation for about 20 paces—"The Fox looks busy. Don't the flowers look nice?"—and then we ended up waiting at the corner for the light to change. I crossed the street to the parking lot and he was going someplace else, and to be civil, as he was stepping off the sidewalk, I said, "Watch that knee. I know those operations can be tricky." He says to me, "You're 60. Your time is coming."

And then the last time we talked was a 30-second conversation at another award ceremony, and it was because we were forced to be in the same room. I've got no power or money, so he doesn't care about me.

[Editor's note: SLU's director of media relations says Biondi has no recollection of having ever spoken to Meyer.]

You seem to revel in telling these stories. Are you maybe just out to stir things up a little? No, and this is why I think not: I've never done anything but react to what Biondi does. This is reaction. It's not action. If he leaves us the hell alone, I wouldn't have anything to say. But you're right about the degree to which I enjoy this, and here's why: Not everybody knows what a super-weasel Larry Biondi is, and I think they should know. His image is of this big boulder and improver of campus, and that's absolutely true. He's done great things for campus and terrible things to people, and it's a wash, as far as I can tell.

So ... how would you describe your relationship? It's almost nonexistent, although I'm sure he sees it as the classic adversarial relationship between newspapers and people in power. I'm told, by almost every student I've known in the last 15 years, that Biondi tends to blame me for the bad coverage he gets in the *U. News*, which is really absurd. I can count on one hand the number of times in any given semester the kids come to me and say, "Should we do this?" I never tell them unless they ask. They're good, bright people.

But you were in college once. You know there's a certain amount of satisfaction to be taken from challenging the establishment. Pulling the tail of the tiger, yeah. There is some of that. And I think that any administrator knows there's some of that. But I don't think this paper has ever crossed the line with that stuff.

The university provides you the space for free. They pay for your utilities and Internet use. They should be able to throw their weight around, shouldn't they? If Monsanto had a paper published with stuff about Monsanto, I'd expect this to happen. But this is presumably a place where learning is important, where ideals are important, and principles are important, and the give-and-take of ideas is important. That's what a university is all about. To clamp down on an organization that disagrees with you and backs it up is almost immoral in a university setting.

**I'VE NEVER DONE ANYTHING
BUT REACT TO WHAT BIONDI
DOES. THIS IS REACTION. IT'S
NOT ACTION. IF HE LEAVES US
THE HELL ALONE, I WOULDN'T
HAVE ANYTHING TO SAY.**

Why not just go independent? It's partially a money thing, and it's partially safety. We might even be able to cover the money; we have good advertising revenue coming in. But finding some place that would be safe would be a big deal. I leave at 1 in the morning. And even when I walk through Grand and Laclede, I watch over my shoulders. Someone said, "Can you imagine the furor that would be raised if we did get forced off campus and we had to get a place that we can afford and it turns out to be really crappy and something happens? How's the administration going to respond to that?"

So going into the school year, what's the mood among the staff? Everybody's apprehensive. I talked to the editor. She's apprehensive about the degree to which there will be some kind of quasi-control or input by the administration, and I told her, "Let's just see what happens."

Any chance of you inviting Larry out for some coffee to bury the hatchet? It would be fine with me. I can't imagine it happening, though. I think it's about as likely as [Iranian president Mahmoud] Ahmadinejad or Muammar Qaddafi and Bush meeting.

Who are you in that analogy? [Laughs] I actually see myself as Ahmadinejad or Qaddafi. I'd let [Biondi] be George Bush—and that's a hell of a comment on Bush.

Do you think that this will be resolved in your time at the university? I hadn't thought about that. I plan to stay until this is resolved. Biondi is going to have to step down before too long. He's been there 20 years, and eventually he's going to have to go on to something else. I don't. I get to stay. Depending on what the next president is like, if he's a weasel-in-training, I'll stick around until I'm 80, or until the *U. News* is truly independent. There is a plan, vaguely in the works—I'm not behind it, but I'm part of it—trying to raise enough "offshore" money to enable the paper to have a secure place to operate from, and we'll go there of our own accord. That's not going to happen in a year. It might happen in three. We have some real big shots who are *U. News* alumni, people with really important jobs, and they have really good income, and they're going to help us set this up.

Wait—so you are thinking about going independent? We're looking into it. Whoever the next president is—and I hope Larry has a wonderful retirement, soon—the first thing we need to do is have the kids go to him and say, "How would you like to make \$500 a month? We'll rent the space from you." One of the things that Biondi and the administration have never said but they must know is this: At the *Post*, the Pulitzers owned everything, so they were the publishers. At SLU, they don't own everything in that office, but they do own the room that we're in. So it's not clear if they're the publisher, it's not clear that we're independent. But unlike the *Post-Dispatch*, the publisher isn't the source of news. At Saint Louis U., they are the source of news. It makes it more complicated. So we understand this. We understand why they get annoyed, but we don't make them do things that make them look silly. ☺

Complaints and Other Initiating Documents4:07-cv-01733 Saint Louis University v. Meyer

U.S. District Court

Eastern District of Missouri (LIVE)

Notice of Electronic Filing

The following transaction was received from Hoy, Bridget entered on 10/11/2007 at 4:28 PM CDT and filed on 10/11/2007

Case Name: Saint Louis University v. Meyer
Case Number: 4:07-cv-1733
Filer: Saint Louis University
Document Number: 1

Docket Text:

COMPLAINT against defendant Avis Meyer with receipt number 1233534, in the amount of \$350, Non-Jury Demand,, filed by Saint Louis University. (Attachments: # (1) Exhibit A# (2) Exhibit B# (3) Exhibit C# (4) Exhibit D# (5) Waiver of Service # (6) Original Filing Form # (7) Civil Cover Sheet # (8) Disclosure of Corporation Interests Certificate)(Hoy, Bridget)

The following document(s) are associated with this transaction:

Document description:Main Document**Original filename:**n/a**Electronic document Stamp:**

[STAMP dcecfStamp_ID=1037221849 [Date=10/11/2007] [FileNumber=2127894-0] [6759aef54a8782d3db9a0f63c85050c16040102f99b1754272ac4769c838de22d20198330d771eef49714169de8acc6dbb9ce9ef83bc97ada548646364b53c45]]

Document description:Exhibit A**Original filename:**n/a**Electronic document Stamp:**

[STAMP dcecfStamp_ID=1037221849 [Date=10/11/2007] [FileNumber=2127894-1] [64fd971b88f42ca653e767b3f3b1603d0ead60866f7cf3b77e0f623312bddaa6974872aca17c03282fb992daae8f9f2fc3053fb6606e820a53804d93191c9759]]

Document description:Exhibit B**Original filename:**n/a**Electronic document Stamp:**

[STAMP dcecfStamp_ID=1037221849 [Date=10/11/2007] [FileNumber=2127894-2] [09417f2bce4a04687d0170bcbb856b56f4c5861b6c312c70242ee606b94623339d49be7f87993143b7cdb64c8a68ae4ff218a6258b6cccae0cb550a7ff09db28]]

Document description:Exhibit C**Original filename:**n/a**Electronic document Stamp:**

[STAMP dcecfStamp_ID=1037221849 [Date=10/11/2007] [FileNumber=2127894-3] [ae6b9636d570dbe0eb14c91d43f71eb895b6209ac7702b733d843ce797697ff9c29cef89eea29bf7d92d18ff89c96fd7a88321f3f99bd64c2f29421ff28ee9e2]]

Document description:Exhibit D

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1037221849 [Date=10/11/2007] [FileNumber=2127894-4] [268077d183805d5e73aa019bfafdaadc5372cb195c059aeb2df29a24c75e4639032e5e2275bf8735a656bc1cc0a8a6857269e730dd21cae8d9bebd26ef958b24]]

Document description:Waiver of Service

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1037221849 [Date=10/11/2007] [FileNumber=2127894-5] [6e8781bd5de26bb90e1917f08e5bc864779ee65c543ed85f2766f0e86e9ef3592fb3f0c92992542051ee1b9bcc32e03b838f119763a4ac2afd73f1698a0a3a0]]

Document description:Original Filing Form

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1037221849 [Date=10/11/2007] [FileNumber=2127894-6] [76fe9e42d93dfef535d371dc76659d2512c1441167e612ae423b5de75f90514bb4ea2b434e446eba82b554dd7f1f75f80c6117af249bf539b353169a3885debd]]

Document description:Civil Cover Sheet

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1037221849 [Date=10/11/2007] [FileNumber=2127894-7] [62fc31723ae85ecbe51c7eb35b8821cdd8d2afa00f839fd21316b9a757639be67a805c5b5e6a1aca9558793a62e100af00d9ddc11afb5a6d1b71c155267f3168]]

Document description: Disclosure of Corporation Interests Certificate

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1037221849 [Date=10/11/2007] [FileNumber=2127894-8] [55a5ec02fb9f846106fecc11d4321aaaab30e7b153e93a0e7c1fb9304f68e123752bb46e0e5acc7763973b5167164e4626f0698fd3b265ac38bc85e42593fe17]]

4:07-cv-1733 Notice will be electronically mailed to:

Bridget Hoy bhoy@lewisrice.com, iarmbruster@lewisrice.com

4:07-cv-1733 Notice will be delivered by other means to:

Armbruster, Isabel

From: paygovadmin@mail.doc.twai.gov
Sent: Thursday, October 11, 2007 4:28 PM
To: Armbruster, Isabel
Subject: Pay.Gov Payment Confirmation

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

Your transaction has been successfully completed.

Payment Summary

Application Name: MOED CM ECF
Pay.gov Tracking ID: 24UCR107
Payment Agency Tracking ID: 1233534

Cardholder Name: Bridget Hoy
Cardholder Address: 500 N. Broadway
Cardholder Country: USA
Cardholder Zip Code: 63102-2147
Card Type: American Express
Payment Amount: \$350.00
Transaction Date: Oct 11, 2007 5:27:51 PM

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SAINT LOUIS UNIVERSITY,)
a Missouri benevolent corporation,)
)
Plaintiff,)
)
)
AVIS MEYER,)
)
Defendant.)

Case No. 4:07-cv-01733

DEFENDANT'S ANSWER AND AFFIRMATIVE DEFENSE

COMES NOW Defendant Avis Meyer ("Defendant"), by and through his undersigned attorneys, and for his Answer and Affirmative Defense to the Complaint states as follows:

PARTIES

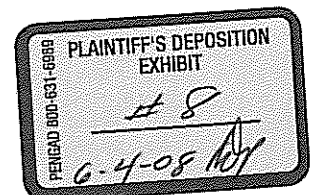
1. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 1, and on that basis denies the same.
2. Admitted.

JURISDICTION AND VENUE

3. Admitted.
4. Admitted.
5. Admitted.

FACTS COMMON TO ALL COUNTS

6. Defendant admits that Plaintiff has thousands of alumni and is an institution of higher learning. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining averments of paragraph 6, and on that basis denies the same.



7. Defendant admits that Plaintiff's newspaper currently contains the caption "A Student Voice of Saint Louis University since 1921" and is currently titled "The University News." Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining averments of paragraph 7, and on that basis denies the same.

8. Defendant admits that the caption "A Student Voice of Saint Louis University since 1921" includes the words "Saint Louis University." Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining averments of paragraph 8, and on that basis denies the same.

9. Defendant denies that Plaintiff has acquired secondary meaning in the terms "The University News" or "A Student Voice of Saint Louis University since 1921" or that those terms constitute distinctive marks. Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining averments of paragraph 9, and on that basis denies the same.

10. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 10, and on that basis denies the same.

11. Admitted.

12. Admitted.

13. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment that the submission was made without Plaintiff's knowledge. Defendant admits the remaining allegations of paragraph 13.

14. Admitted.

15. Admitted.

16. Denied.

17. Denied.

18. Defendant admits he filed with the Missouri Secretary of State Articles of Termination and Articles of Dissolution by Voluntary Action for a Nonprofit Corporation. Defendant admits that he listed his home address in the original registration. Defendant admits that he listed his St. Louis University office address as the address on the dissolution paperwork. Defendant admits that he included a cover letter with the request for termination and dissolution of the nonprofit corporation that was printed on letterhead displaying the name of SLU's campus newspaper. Defendant denies the remaining allegations of paragraph 18.

19. Denied.

20. Defendant denies that the quotation of paragraph 20 refers to a plan by him to start a competing newspaper and, therefore, denies that such quotation constitutes an admission of such fact.

21. Denied.

22. Denied.

COUNT I

(Trademark Infringement in Violation of the Lanham Act, 15 U.S.C. § 1114)

23. Defendant incorporates by reference his aforesaid responses to paragraphs 1-22 of the Complaint.

24. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 24, and on that basis denies the same.

25. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 25, and on that basis denies the same.

26. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 26, and on that basis denies the same.

27. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 27, and on that basis denies the same.

28. Denied.

29. Denied.

30. Denied.

31. Denied.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

COUNT II

(Trademark Infringement and False Designation of Origin of the "University News" Mark and Related Caption "A Student Voice Serving Saint Louis University Since 1921" in Violation of § 43 of the Lanham Act, 15 U.S.C. § 1125 (a))

39. Defendant incorporates by reference his aforesaid responses to paragraphs 1-38 of the Complaint.

40. Denied.

41. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 41, and on that basis denies the same.

42. Denied.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

47. Denied.

48. Denied.

49. Denied.

50. Denied.

51. Denied.

COUNT III

(Missouri Common Law Trademark Infringement)

52. Defendant incorporates by reference his aforesaid responses to paragraphs 1-51 of the Complaint.

53. Defendant denies that he has claimed trademark rights in the "The University News" mark and the caption "A Student Voice Serving Saint Louis University Since 1921." Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 53, and on that basis denies the same.

54. Denied.

55. Denied.

56. Denied.

57. Denied.

58. Denied.

59. Denied.

60. Denied.

COUNT IV

(Unfair Competition in Violation of § 43 of the Lanham Act, 15 U.S.C. § 1125(a))

61. Defendant incorporates by reference his aforesaid responses to paragraphs 1-60 of the Complaint.
62. Denied
63. Denied.
64. Denied.
65. Denied.
66. Denied.
67. Denied.
68. Denied.
69. Denied.
70. Denied.
71. Denied.

COUNT V

(Missouri Common Law Unfair Competition)

72. Defendant incorporates by reference his aforesaid responses to paragraphs 1-71 of the Complaint.
73. Defendant denies that he has claimed trademark rights in the "The University News" mark and the caption "A Student Voice Serving Saint Louis University Since 1921." Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 73, and on that basis denies the same.
74. Denied.

- 75. Denied.
- 76. Denied.
- 77. Denied.
- 78. Denied.
- 79. Denied.
- 80. Denied.
- 81. Denied.
- 82. Denied.
- 83. Denied.

COUNT VI

(Dilution of Violation of Missouri Revised Statute § 417.061, *et seq.*)

84. Defendant incorporates by reference his aforesaid responses to paragraphs 1-83 of the Complaint.

85. Defendant denies that he has claimed trademark rights in the "The University News" mark and the caption "A Student Voice Serving Saint Louis University Since 1921." Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 85, and on that basis denies the same.

- 86. Denied.
- 87. Denied.
- 88. Denied.
- 89. Denied.
- 90. Denied.
- 91. Denied.

92. Denied.

COUNT VII

**(Misuse of a Benevolent Society's Name in
Violation of Missouri Revised Statute §§ 417.150 *et seq.*)**

93. Defendant incorporates by reference his aforesaid responses to paragraphs 1-92 of the Complaint.

94. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 94, and on that basis denies the same.

95. Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 95, and on that basis denies the same.

96. Denied.

97. Denied.

98. Denied.

99. Defendant denies that he has claimed trademark rights in "Saint Louis University." Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment of paragraph 99, and on that basis denies the same.

100. Denied.

101. Denied.

102. Denied.

103. Denied.

AFFIRMATIVE DEFENSE

1. Plaintiff's Complaint fails to state a claim for which relief can be granted.

WHEREFORE, Defendant prays that Plaintiff's Complaint be dismissed with prejudice, that Plaintiff take nothing by reason of its Complaint, and that the Court award Dr. Avis Meyer his attorney fees and such other relief as the Court deems appropriate.

Respectfully Submitted,

POLSTER, LIEDER, WOODRUFF &
LUCCHESI, L.C.

Dated: December 10, 2007

By: s/ Nelson Nolte/

Nelson D. Nolte, #53,470
Scott A. Smith, #55,870
12412 Powerscourt Drive, Suite 200
St. Louis, Missouri 63131-3615
(314) 238-2400
(314) 238-2401 (fax)
E-mail: nnolte@patpro.com
E-mail: ssmith@patpro.com

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that on December 10, 2007, the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system upon the following:

Frank B. Janoski, #3480
Bridget Hoy, #109375
Lewis, Rice & Fingersh, L.C.
500 North Broadway, Suite 2000
St. Louis, Missouri 63102
T (314) 444-7600
F (314) 241-6056

ATTORNEYS FOR PLAINTIFF

s/ Nelson Nolte/

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SAINT LOUIS UNIVERSITY,)
a Missouri benevolent corporation,)
)
Plaintiff,)
)
v.)
)
AVIS MEYER,)
)
Defendant.)

Case No. 4:07-cv-01733

DEFENDANT'S INITIAL DISCLOSURES UNDER RULE 26(a)(1)

COMES NOW Defendant Avis Meyer and makes the following initial disclosures under Rule 26(a)(1) of the Federal Rules of Civil Procedure based on information reasonably available to Defendant at the present time.

A. The following persons likely to have discoverable information that Defendant may use to support its claims or defenses, unless solely for impeachment, include:

Name: **Diana Benanti**

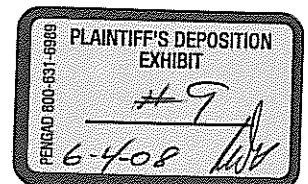
Address and telephone number:

Unknown at this time. Student at the University of Illinois, Chicago Campus

Subjects:

Filing of the Articles of Incorporation dated March 16, 2007

B. A copy of, or a description by category and location of, all documents, electronically stored information, and tangible things that are in the possession, custody, or control of the Defendant and that the Defendant may use to support its claims or defenses, unless solely for impeachment.



The Defendant is in the process of identifying and gathering documents. The documents will be made available at the offices of Lewis, Rice & Figersh, L.C. 500 North Broadway, Suite 2000, St. Louis, Missouri 63102, or some other mutually agreeable location, at a mutually agreeable time and as part of an exchange of materials among the parties.

C. A computation of any category of damages claimed by Defendant, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

Defendant submits that even if he were found liable for the counts of the complaint, no money damages would be due Plaintiff.

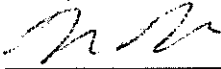
D. For inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment.

None.

In making the above disclosures, Defendant does not waive any objections based on relevance, materiality, competence, privilege, immunity from disclosure or any other ground contemplated by the Federal Rules of Civil Procedure including without limitation, that the information is not reasonably calculated to lead to the discovery of admissible evidence and is overbroad.

Should Defendant be made aware of any additional information in answer to any of the initial disclosures under Fed. R. Civ. P. Rule 26(a)(1), Defendant may exercise his right to supplement such disclosures pursuant to Fed. R. Civ. P. Rule 26(e).

Respectfully submitted,

By: 

Nelson D. Nolte, #53,470
Scott A. Smith, #55,870
David L. Howard, #41,671
Polster, Lieder, Woodruff & Lucchesi, L.C.
12412 Powerscourt Drive, Suite 200
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(314) 238-2400
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E-mail: ssmith@patpro.com
E-mail: dhowardl@patpro.com

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that on February 19, 2008, the foregoing was served via United States

Mail, postage prepaid to the following party:

Frank B. Janoski, #3480
Bridget Hoy, #109375
Lewis, Rice & Figersh, L.C.
500 North Broadway, Suite 2000
St. Louis, Missouri 63102
T (314) 444-7600
F (314) 241-6056
E-Mail: fjanoski@lewisrice.com
bhoy@lewisrice.com

ATTORNEYS FOR PLAINTIFF



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SAINT LOUIS UNIVERSITY,
a Missouri benevolent corporation,

Plaintiff,

AVIS MEYER,

Defendant.

Case No. 4:07-cv-01733

DEFENDANT'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

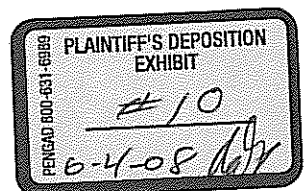
COMES NOW Defendant Avis Meyer (hereinafter "Meyer"), and for his answers to Plaintiff's First Set of Interrogatories states as follows:

GENERAL OBJECTIONS

1. Meyer objects to these interrogatories to the extent the interrogatories seek information protected by attorneys' work product or trial preparation, attorney/client privilege, or seeks confidential information.

2. Meyer objects to these interrogatories to the extent that they are overbroad, irrelevant, burdensome, vague and are not reasonably calculated to lead to the discovery of admissible evidence and/or require Meyer to provide information outside the scope of the Federal Rules of Civil Procedure.

3. Meyer objects to these interrogatories insofar as the interrogatories seek information that is already in the possession of SLU or is readily accessible to SLU or that purports to impose upon Meyer an obligation to search publicly available materials when such materials are not otherwise contained in files maintained by Meyer.



4. Meyer objects to these interrogatories to the extent of the definition of the term "Non-Profit Organization." SLU defines the term as meaning the non-profit organization incorporated by Avis Meyer with the Missouri Secretary of State under the name "The University News, a Student Voice Serving St. Louis Since 1921." Meyer incorporated and dissolved a non-profit organization with the Missouri Secretary of State under the name "The University News, a Student Voice Serving St. Louis University Since 1921."

Meyer notes his objections and makes the responses to the Request For Interrogatories propounded by SLU. These objections and responses are currently based on Meyer's best knowledge and information known to Meyer at this time. However, Meyer's objections and responses are made without prejudice to Meyer's right to revise or supplement based on the discovery taken in this case. Further, Meyer's objections and responses are based on Meyer's good faith interpretation of the interrogatories and are subject to correction for errors or omissions, if any.

In providing answers to the interrogatories, Meyer does not in any way waive or intend to waive, but rather intends to preserve and is preserving:

- (a) all objections as to the vagueness, ambiguity, or other infirmity in the form of the interrogatories and any objections based on the undue burden imposed by the interrogatories and each specific request contained therein;
- (b) all rights to object on any ground to the use of any of the responses or their subject matter in any subsequent proceedings;
- (c) all rights to object on any ground to any further interrogatory requests involving or related to the subject matter of the interrogatory;

- (d) the right supplement responses to the interrogatories prior to commencement of the trial; and
- (e) any and all privileges and/or rights under the applicable Federal Rules of Civil Procedure, Federal Rules of Evidence, the Court's Local Rules, statutes, or the common law.

These General and Specific objections notwithstanding, Meyer makes the following replies to the First Set of Interrogatories:

ANSWERS TO INTERROGATORIES

1. Please provide the name and address of the person or persons answering these interrogatories, including all persons who provided information used in answering these interrogatories.

ANSWER: Subject to the general objections, Defendant states: Avis Meyer

2. Identify all persons with knowledge of the Non-Profit Organization, including but not limited to those persons with knowledge of the Non-Profit Organization's:

- a. Formation;
- b. Incorporation;
- c. Existence;
- d. Dissolution or Termination.

ANSWER: Defendant objects to the interrogatory as constituting four separate interrogatories on four different subjects. Defendant objects to the interrogatory as vague particularly as to the meaning of "all persons with knowledge of the Non-Profit Organization." Subject to Defendant's general and specific objections, Defendant answers:

- a. Avis Meyer; Diana Benanti
- b. Avis Meyer; Diana Benanti
- c. Avis Meyer; Diana Benanti
- d. Avis Meyer; Diana Benanti

3. Identify all persons with knowledge of any business conducted by the Non-Profit Organization.

ANSWER: Defendant objects to the interrogatory as assuming that the Non Profit Organization ever conducted business. Subject to Defendant's general and specific objection, Defendant answers: Avis Meyer formed the corporation, to the extent such act falls under the definition of business.

4. Identify all persons with whom you have communicated regarding the Non-Profit Organization, including but not limited to those persons with whom you have communicated concerning the Non-Profit Organization's:

- a. Formation;
- b. Incorporation;
- c. Existence;
- d. Dissolution or termination.

ANSWER: Defendant objects to the interrogatory as constituting four separate interrogatories on four different subjects. Defendant objects to the interrogatory as vague particularly as to the meaning of "communicated regarding the Non-Profit Organization." Subject to Defendant's general and specific objections, Defendant answers:

- a. Diana Benanti
- b. Diana Benanti
- c. Diana Benanti
- d. Diana Benanti

5. Identify all persons associated in any way with the Non-Profit Organization and their relation to the Non-Profit Organization.

ANSWER: Defendant objects to the interrogatory as vague particularly as to the meaning of "associated in any way with the Non-Profit Organization." Subject to Defendant's general and specific objections, Defendant answers: Avis Meyer

6. State your purpose and/or intention of creating the Non-Profit Organization incorporated by the Missouri Secretary of State using the name "The University News, a Student Voice Serving Saint Louis University Since 1921."

ANSWER: Subject to the general objections, Defendant answers: To create an entity for the operation of a newspaper should a decision have been made to do so.

7. Explain why the ~~Non-Profit~~ Organization was registered as: "The University News, a Student Voice Serving Saint Louis University Since 1921", rather than "The University News, a Student Voice of Saint Louis University Since 1921" (emphasis added).

ANSWER: Subject to the general objections, Defendant answers: No reason.

8. Identify all facts concerning any business dealings and/or transactions the Non-Profit Organization participated in or contemplated, including but not limited to:

- a. The nature of the business dealing and/or transaction;
- b. The parties involved in the business dealing and/or transaction.

ANSWER: Defendant objects to the interrogatory as constituting two separate interrogatories on two different subjects. Defendant objects to the interrogatory as vague particularly as to the meaning of "business dealings and/or transactions." Subject to Defendant's general and specific objections, Defendant answers:

- a. none
- b. none

9. Identify all facts concerning the dissolution or termination of the Non-Profit Organization on or about August 21, 2007, including but not limited to the reason the Non-Profit Organization was dissolved and/or terminated.

ANSWER: Defendant objects to the interrogatory as vague particularly as to the meaning of "facts concerning the dissolution or termination of the Non-Profit Organization." Subject to

Defendant's general and specific objections, Defendant answers: A decision was made that the Non-Profit Corporation was not necessary and would not be utilized for any purpose.

10. List all jobs, positions of employment, consulting arrangements or other work you have held or performed concerning any newspaper, journal, magazine, or similar entity, including but not limited to any position you held with the Non-Profit Organization, specifically listing:

- a. The name of the company;
- b. The date the job began and ended;
- c. Your job title;
- d. Your job responsibilities;
- e. Your immediate supervisor.

ANSWER: Meyer objects to this interrogatory to the extent that it seeks past employment information regarding files of immaterial documents and information as unduly burdensome and irrelevant. Meyer objects to this interrogatory to the extent that it seeks past employment information that requires extensive and unreasonable investigatory work on the part of Meyer. Meyer objects to this interrogatory as calculated to harass Meyer and is unduly broad and burdensome.

Subject to the specific and general objections, Defendant answers: I worked for the *St. Louis Post Dispatch* from February 1982 to November 2005 as copy editor. My supervisor was Harry Levins. I have worked for the *St. Louis Journalism Review* from September 1989 to the present as a copy editor and writer. I also advise in layouts for the *St. Louis Journalism Review*. My supervisor is Charles Klotzer. I have worked for the student news paper from May 1972 to the present as Faculty Advisor and as Emeritus Advisor.

11. Identify all facts concerning any and all plans you have, have had, or are aware of to start or utilize an independent newspaper to be distributed to Saint Louis University students, including but not limited to:

- a. The name of the independent newspaper;
- b. The type of stories the independent newspaper would print;
- c. The names and addresses of any employees who would work for the independent newspaper;
- d. The geographic areas included in the circulation of the independent newspaper;
- e. Any and all steps taken to initiate such an independent newspaper.

ANSWER: Defendant objects to the interrogatory as constituting five separate interrogatories on five different subjects. Defendant objects to the interrogatory as vague particularly as to the meaning of "facts concerning any and all plans." Subject to Defendant's general and specific objections, Defendant answers:

a. Defendant contemplated starting a news paper by the name of "The University News, a Student Voice Serving Saint Louis University Since 1921." Defendant never effected his plan and no newspaper by such name was ever realized.

- b. None
- c. None
- d. None
- e. None

12. Identify all facts concerning any interviews you granted or participated in, including but not limited to any interview with KWMU or St. Louis Magazine, during which the Non-Profit Organization or Saint Louis University's campus paper, *The University News*, was discussed or mentioned.

ANSWER: Subject to the general objections, Defendant answers: None

13. Identify all facts concerning any alternative marks or names considered concerning the Non-Profit Organization, including but not limited to a list of said alternative

marks or names, identification of all persons who considered any of said marks or names, identification of the persons responsible for the ultimate decision of the registered name of the Non-Profit Organization, and identification of the persons having final responsibility for selection of the registered name of the Non-Profit Organization.

ANSWER: Subject to the general objections, Defendant answers: None

14. Identify all facts concerning how and when the registered name of the Non-Profit Organization was selected, including identification of all documents pertaining in any way to the adoption of the "The University News" mark, if there were any legal opinions given as to you to use the mark or any altered forms of the mark, and if so, by whom, and any such opinions.

ANSWER: Subject to the general objections, Defendant answers: None

15. Identify all facts concerning any trademark screening, search or other investigation you conducted before registering the Non-Profit Organization, including but not limited to the date when each such report, search or other investigation was requested or ordered, the date of each such report, the date each such report was received by you, and identification of all documents pertaining in any way to such trademark search reports.

ANSWER: Subject to the general objections, Defendant answers: None

16. Do you contend that you have the exclusive right to use the name "The University News" as part of a name, trade name, trademark and/or service mark in relation to any publication, and if so, explain in detail.

ANSWER: In addition to the general objections, Defendant objects that the Interrogatory calls for a legal conclusion.

17. For each witness who may be used by you at trial to present evidence under Federal Rules of Evidence 702, 703, or 705 provide all information described in or required by Rule 26(a)(2) of the Federal Rules of Civil Procedure.

ANSWER: Defendant objects to the Interrogatory as requiring Defendant to identify expert witnesses before the Court's deadline set forth in its Case Management Order February 7, 2008, Section I, Paragraph 3(b).

Respectfully Submitted,

POLSTER, LIEDER, WOODRUFF &
LUCCHESI, L.C.

Dated:

3/19/08

By:

Brian J. Gill

Nelson D. Nolte, Mo. Bar. No. 53,470

Brian J. Gill, Mo. Bar No. 57,324

12412 Powerscourt Drive, Suite 200

St. Louis, Missouri 63131-3615

(314) 238-2400

(314) 238-2401 (fax)

E-mail: nnolte@patpro.com

E-mail: bgill@patpro.com

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that on March 19, 2008, a copy of the foregoing was served via United States mail, postage prepaid upon the following:

Frank B. Janoski, #3480
Bridget Hoy, #109375
Lewis, Rice & Fingersh, L.C.
500 North Broadway, Suite 2000
* St. Louis, Missouri 63102
T (314) 444-7600
F (314) 241-6056

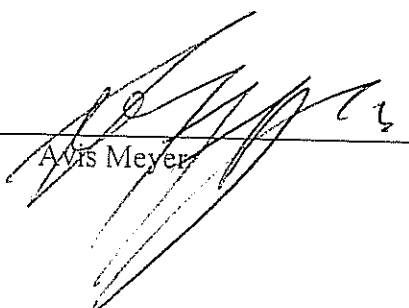
ATTORNEYS FOR PLAINTIFF

Brian J. Gil

VERIFICATION

I declare under penalty of perjury that the foregoing is true and correct.

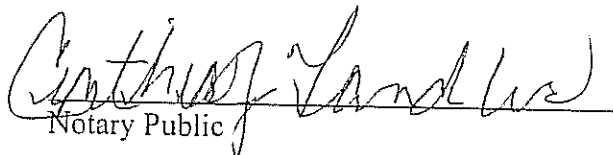
Date: 3-14-08

By: 
Avis Meyer

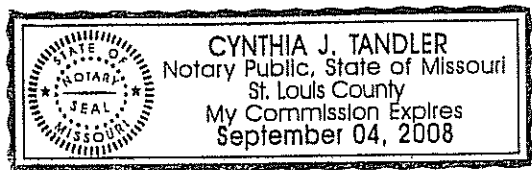
ACKNOWLEDGEMENT

State of Missouri)
) SS
County of St. Louis)

On this 14th day of March, 2008, before me personally appeared the Avis Meyer, personally known to me and known by me to be the one who executed the foregoing instrument, and acknowledged that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true.


Notary Public

My Commission Expires:



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SAINT LOUIS UNIVERSITY,)
a Missouri benevolent corporation,)
)
Plaintiff,)
)
)
AVIS MEYER,)
)
Defendant.)

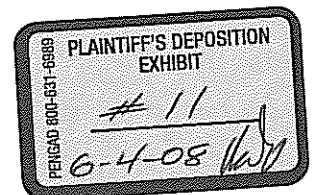
Case No. 4:07-cv-01733

DEFENDANT'S RESPONSE TO PLAINTIFF'S FIRST REQUEST FOR ADMISSION

COMES NOW Defendant Avis Meyer (hereinafter "Meyer"), and for his response to Plaintiff's First Request for Admissions states as follows:

GENERAL OBJECTIONS

1. Meyer objects to the Request For Admission to the extent the Request seeks information protected by attorneys' work product or trial preparation, attorney/client privilege, or seeks confidential information.
2. Meyer objects to the Request For Admission to the extent that the Request is overbroad, irrelevant, burdensome, vague and is not reasonably calculated to lead to the discovery of admissible evidence and/or require Meyer to provide information outside the scope of the Federal Rules of Civil Procedure.
3. Meyer objects to the Request For Admission insofar as the Request seeks information that is already in the possession of SLU or is readily accessible to SLU.



SPECIFIC OBJECTION

1. Meyer objects to the Request For Admission to the extent of the definition of the term "Non-Profit Organization." SLU defines the term as meaning the non-profit organization incorporated by Avis Meyer with the Missouri Secretary of State under the name "The University News, a Student Voice Serving St. Louis Since 1921." Meyer incorporated and dissolved a non-profit organization with the Missouri Secretary of State under the name "The University News, a Student Voice Serving St. Louis University Since 1921."

In providing answers to the Request For Admission, Meyer does not in any way waive or intend to waive, but rather intends to preserve and is preserving:

- (a) all objections as to the vagueness, ambiguity, or other infirmity in the form of the Request For Admission and any objections based on the undue burden imposed by the Request For Admission and each specific request contained therein;
- (b) all rights to object on any ground to the use of any of the responses or their subject matter in any subsequent proceedings;
- (c) all rights to object on any ground to any further Request For Admission requests involving or related to the subject matter of the Request For Admission;
- (d) the right supplement responses to the Request For Admission prior to commencement of the trial; and
- (e) any and all privileges and/or rights under the applicable Federal Rules of Civil Procedure, Federal Rules of Evidence, the Court's Local Rules, statutes, or the common law.

These General and Specific objections notwithstanding, Meyer makes the following replies to the First Request For Admission:

REQUESTS

Request for Admission No. 1:

You submitted Articles of Incorporation to the Missouri Secretary of State on or about March 16, 2007, for registration of the Non-Profit Organization.

RESPONSE: Denied. Defendant admits that he submitted Article of Incorporation for "The University News, a Student Voice Serving St. Louis University Since 1921" on or about March 16, 2007.

Request for Admission No. 2:

At the time you submitted Articles of Incorporation to the Missouri Secretary of State on or about March 16, 2007, you were aware that SLU published a campus paper called *The University News*.

RESPONSE: Admitted.

Request for Admission No. 3:

At the time you submitted Articles of Incorporation to the Missouri Secretary of State on or about March 16, 2007, you were aware that *The University News* used the caption: "A Student Voice of Saint Louis University Since 1921."

RESPONSE: Admitted.

Request for Admission No. 4:

The name "The University News, a Student Voice Serving Saint Louis University Since 1921" on the Non-Profit Organization's Certificate of Incorporation as issued by the Missouri Secretary of State is identical, with the exception of substitution of the word "Serving" for the word "Of," to the name and related caption which has been and is used by SLU on its own publication, *The University News*.

RESPONSE: Admitted.

Request for Admission No. 5:

The Non-Profit Organization has not been serving Saint Louis University since 1921.

RESPONSE: Admitted.

Request for Admission No. 6:

You did not seek SLU's permission to use the name "The University News," before submitting Articles of Incorporation to the Missouri Secretary of State on or about March 16, 2007 for the Non-Profit Organization.

RESPONSE: Admitted.

Request for Admission No. 7:

You did not notify SLU of your intention to use the name "The University News," before submitting Articles of Incorporation to the Missouri Secretary of State on or about March 16, 2007 for the Non-Profit Organization.

RESPONSE: Admitted.

Request for Admission No. 8:

You have never provided any assurances to SLU that you will not use the name "The University News" related to any independent newspaper or other publication.

RESPONSE: Denied. Meyer's Answer to the Complaint denies the intent to publish any independent newspaper. In particular, Meyer notes the denials in answering Paragraphs 16, 29, 62, 72 and 86 of the Complaint.

Respectfully Submitted,

POLSTER, LIEDER, WOODRUFF &
LUCCHESI, L.C.

Dated:

3/19/08

By:

Brian J. Gill

Nelson D. Nolte, Mo. Bar No. 53,470
Brian J. Gill, Mo. Bar No. 57,324
12412 Powerscourt Drive, Suite 200
St. Louis, Missouri 63131-3615
(314) 238-2400
(314) 238-2401 (fax)
E-mail: nnolte@patpro.com
E-mail: bgill@patpro.com

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that on March 19, 2008, a copy of the foregoing was served via United States mail, postage prepaid upon the following:

Frank B. Janoski, #3480
Bridget Hoy, #109375
Lewis, Rice & Fingersh, L.C.
500 North Broadway, Suite 2000
St. Louis, Missouri 63102
T (314) 444-7600
F (314) 241-6056

ATTORNEYS FOR PLAINTIFF

Brian J. Gill

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SAINT LOUIS UNIVERSITY,
a Missouri benevolent corporation,

Plaintiff,

AVIS MEYER,

Defendant.

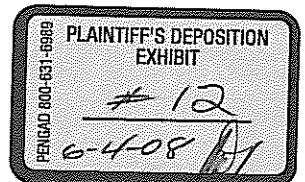
Case No. 4:07-cv-01733

**DEFENDANT'S RESPONSE TO
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS**

COMES NOW Defendant Avis Meyer (hereinafter "Meyer"), and for his response to Plaintiff's First Request for Production of Documents and Things states as follows:

GENERAL OBJECTIONS

1. Meyer objects to the Requests For Production to the extent the Request seeks information protected by attorneys' work product or trial preparation, attorney/client privilege, or seeks confidential information.
2. Meyer objects to the Requests For Production to the extent the Request is overbroad, irrelevant, burdensome, vague and is not reasonably calculated to lead to the discovery of admissible evidence and/or require Meyer to provide information outside the scope of the Federal Rules of Civil Procedure.
3. Meyer objects to the Requests For Production insofar as the Request seeks information that is already in the possession of SLU or is readily accessible to SLU or that purports to impose upon Meyer an obligation to search publicly available materials when such materials are not otherwise contained in files maintained by Meyer.



4. Meyer objects to the Requests For Production to the extent of the definition of the term "Non-Profit Organization." SLU defines the term as meaning the non-profit organization incorporated by Avis Meyer with the Missouri Secretary of State under the name "The University News, a Student Voice Serving St. Louis Since 1921." Meyer incorporated and dissolved a non-profit organization with the Missouri Secretary of State under the name "The University News, a Student Voice Serving St. Louis University Since 1921."

Meyer notes his objections and makes the responses to the Request For Production requests propounded by SLU. These objections and responses are currently based on Meyer's best knowledge and information known to Meyer at this time. However, Meyer's objections and responses are made without prejudice to Meyer's right to revise or supplement based on the discovery taken in this case. Further, Meyer's objections and responses are based on Meyer's good faith interpretation of the production requests and are subject to correction for errors or omission, if any.

In providing answers to the production requests, Meyer does not in any way waive or intend to waive, but rather intends to preserve and is preserving:

- (a) all objections as to the vagueness, ambiguity, or other infirmity in the form of the production requests and any objections based on the undue burden imposed by the production requests and each specific request contained therein;
- (b) all rights to object on any ground to the use of any of the responses or their subject matter in any subsequent proceedings;
- (c) all rights to object on any ground to any further production requests involving or related to the subject matter of the production request;

- (d) the right supplement responses to the production requests prior to commencement of the trial; and
- (e) any and all privileges and/or rights under the applicable Federal Rules of Civil Procedure, Federal Rules of Evidence, the Court's Local Rules, statutes, or the common law.

These General and Specific objections notwithstanding, Meyer makes the following replies to the First Set of Production Requests:

REQUESTS

Request for Production No. 1:

All documents sufficient to describe or identify the corporate structure of the Non-Profit Organization, as well as the relationship between the Non-Profit Organization and any parent, subsidiary or affiliated company and identification of its officers and/or directors.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 2:

All documents or communications concerning the business or intended business of the Non-Profit Organization.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 3:

All documents or communications concerning formation of the Non-Profit Organization.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 4:

All documents or communications concerning existence of the Non-Profit Organization.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 5:

All documents or communications concerning the preparation of articles of incorporation or bylaws for the Non-Profit Organization.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 6:

All documents or communications concerning incorporation of the Non-Profit Organization.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 7:

All documents or communications concerning regulation of the Non-Profit Organization.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 8:

All documents or communications concerning the Board of Directors of the Non-Profit Organization.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 9:

All documents or communications concerning dissolution or termination of the Non-Profit Organization.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 10:

Documents sufficient to identify the source of funds of the Non-Profit Organization, including but not limited to bank statements, cancelled checks, or credit card statements listing any payment in connection with the Non-Profit Organization, including but not limited to the Missouri Secretary of State concerning registration of the Non-Profit Organization.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 11:

All documents concerning any position held by you at any time as a Faculty Advisor or Emeritus Advisor for SLU's campus newspaper, *The University News*.

RESPONSE: The general objections are incorporated by reference. Meyer objects to this Request For Production to the extent that it seeks information that is already in the possession of SLU or is readily accessible to SLU or that purports to impose upon Meyer an obligation to

search publicly available materials or SLU's own materials when such materials are not otherwise contained in files maintained by Meyer. Meyer objects to this Request For Production to the extent that it seeks information that requires extensive and unreasonable investigatory work on the part of Meyer. Such request is calculated to harass Meyer and is unduly broad and burdensome. Subject to the general and specific objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 12:

All documents and communications either prepared by you, sent by you and/or received by you, concerning the Non-Profit Organization, at any time while you were a Faculty Advisor or Emeritus Advisor for *The University News*.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 13:

All documents and communications, including but not limited to letters of invitation, notes, or transcripts, concerning any interview, you participated in or granted for St. Louis On The Air from July 1, 2005 to the present.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 14:

All documents and communications, including drafts, notes, or other communications, concerning the article in the St. Louis Magazine entitled *Avis Meyer Will Not Be Silenced*, authored by Matthew Halverson in or around August 2007.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 15:

All documents and communications regarding this lawsuit, the disputes raised in this case, or any attempts to resolve this matter, other than privileged communications with your attorney.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 16:

All documents and communications concerning your involvement in the publication of any newspaper, magazine, journal, or similar publication, including but not limited to documents related to any employment or affiliation with the St. Louis Post-Dispatch, St. Louis Review, or any other publishing entity.

RESPONSE: Meyer objects to the Request For Production to the extent that it seeks past employment information regarding files of immaterial and irrelevant documents not likely or

calculated to relevant information and are unduly burdensome. Meyer objects to the Request For Production to the extent that it seeks past employment information that requires extensive and unreasonable investigatory work on the part of Meyer. Such request is calculated to harass Meyer.

The general objections are incorporated by reference. Subject to the general and specific objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 17:

All documents and communications, including emails, concerning your intent or attempts to start an independent newspaper to be distributed to Saint Louis University students.
RESPONSE: The objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 18:

All communications between you and any expert witness in this action.
RESPONSE: Defendant objects to the request to the extent it calls for the identification of an expert witness before the deadline set forth by the Court in its Case Management Order of February 7, 2008. The general objections are incorporated by reference.

Request for Production No. 19:

All agreements with any expert witness regarding this lawsuit.

RESPONSE: Defendant objects to the request to the extent it calls for the identification of an expert witness before the deadline set forth by the Court in its Case Management Order of February 7, 2008. The general objections are incorporated by reference.

Request for Production No. 20:

All documents referenced in your Fed.R.Civ.P. 26 disclosures.

RESPONSE: The general objections are incorporated by reference. Subject to the general objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Request for Production No. 21:

All documents on which you intend to rely in support of your defense of this case.

OBJECTION: The general objections are incorporated by reference. Objection as calling for trial preparation and work product materials and as being premature. Further, this request impermissibly fails to state the documents sought with the particularity required under Rule 34 of the Federal Rules of Civil Procedure. Moreover, this request is overbroad and unduly burdensome in that it encompasses unknown quantities of documents under reference to numerous interrogatories.

Request for Production No. 22:

All documents referred to, referenced or relied on answering the First Interrogatories to Defendant Avis Meyer.

RESPONSE: The objections are incorporated by reference. Subject to the objections, to the extent they exist and are within Meyer's possession, custody or control, relevant documents will be produced.

Respectfully Submitted,

POLSTER, LIEDER, WOODRUFF &
LUCCHESI, L.C.

Dated: 3/19/08

By: Brian J. Gill
Nelson D. Nolte, Mo. Bar. No. 53,470
Brian J. Gill, Mo. Bar. No. 57,324
12412 Powerscourt Drive, Suite 200
St. Louis, Missouri 63131-3615
(314) 238-2400
(314) 238-2401 (fax)
E-mail: nnolte@patpro.com
E-mail: bgill@patpro.com

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that on March 19, 2008, a copy of the foregoing was served via United States mail, postage prepaid upon the following:

Frank B. Janoski, #3480
Bridget Hoy, #109375
Lewis, Rice & Fingersh, L.C.
500 North Broadway, Suite 2000
St. Louis, Missouri 63102
T (314) 444-7600
F (314) 241-6056

ATTORNEYS FOR PLAINTIFF

Brian J. Gill



State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number:
N00803722
Date Filed: 08/23/2007
Robin Carnahan
Secretary of State

Articles of Termination
For a Nonprofit Corporation

(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of terminating, hereby executes the following Articles of Termination:

- (1) The name of corporation is: THE UNIVERSITY NEWS, a student voice
SERVING SAINT LOUIS UNIVERSITY since 1921
- (2) On 1 1 2007 the corporation filed Articles of Dissolution with the Secretary of State.
- (3) The corporation has disposed of all claims filed against it pursuant to Chapter 355.
- (4) All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor.
- (5) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: _____
(Date may not be more than 90 days after the filing date in this Office)

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

[Signature]
Authorized signature of officer or member of the board

ARIS MEYER
Printed Name

Secretary 8-23-07
Title (Date)

Name and address to return filed document:
Name: _____
Address: _____
City, State, and Zip Code: _____

State of Missouri
With/Term/Dissolve - NonProfit 1 Page(s)



T0723541804

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF INCORPORATION MISSOURI NONPROFIT

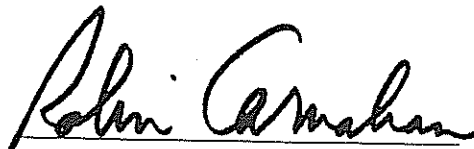
WHEREAS, Articles of Incorporation of

The University News, A Student Voice Serving Saint Louis University Since 1921
N00803722

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of the State of Missouri do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 16th day of March, 2007.


Secretary of State





State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number:
N00803722
Date Filed: 08/23/2007
Robin Carnahan
Secretary of State

**Articles of Dissolution by Voluntary Action
for a Nonprofit Corporation**
(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of dissolving, and pursuant to the provisions of the "Nonprofit Corporation Act" of the State of Missouri relating to the dissolution of said corporation, hereby executes the following articles of dissolution:

(1) The name of corporation is: The University News, A student voice serving
Saint Louis University since 1921

(2) Dissolution was authorized on: Aug. 21, 07
and was approved by a sufficient vote of the board. Month/Day/Year

(3) If approval of members was not required, and dissolution was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5): _____

(4) If approval by members was required, check here and provide the following information: _____

A. Number of memberships outstanding: TWO

B. Complete either i or ii:

i. Number of votes for and against the dissolution by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	<u>TWO</u>	<u>TWO</u>	<u>ZERO</u>
_____	_____	_____	_____
_____	_____	_____	_____

ii. Number of undisputed votes cast for dissolution was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

(5) If the corporation is a public benefit corporation, notice has been given to the attorney general as required by subsection I of section 355.676. Check here: _____

Please see next page

Name and address to return filed document:
Name: AVIS MEYER
Address: 3733 W. PINE, #B317
City, State, and Zip Code: ST LOUIS MO 63108

State of Missouri
With/Term/Dissolve - NonProfit 2 Page(s)



T0723541803

(6) If approval for dissolution by some person or persons other than the members, the board or the incorporators is required pursuant to Section 355.671, state that such approval was obtained by checking here:

(7) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: _____

(Date may not be more than 90 days after the filing date in this Office.)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Authorized signature of officer or chairman of the board

Printed Name

Title

Date

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF TERMINATION

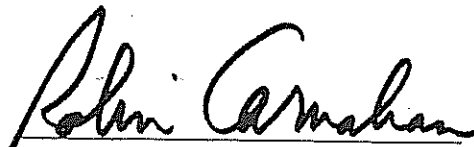
WHEREAS, a Request for Termination of

The University News, A Student Voice Serving Saint Louis University Since 1921
N00803722

a corporation organized and existing under the Missouri Nonprofit Corporation Law, has been received, found to conform to law, and filed.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, issue this Certificate of Termination of the aforementioned corporation, certifying that the existence of said corporation has this date ceased.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of August, 2007.


Secretary of State





Office of the Secretary of State
State of Missouri

ROBIN CARNAHAN
SECRETARY OF STATE

Jefferson City
65101

CORPORATIONS DIVISION
(866) 223-6535 TOLL FREE

August 23, 2007

Meyer, Avis
3733 W. Pine, Xavier Hall 317
St. Louis, MO 63108

RE: The University News, A Student Voice Serving Saint Louis University Since 1921
N00803722

Dear Corporation:

We have received the Articles of Voluntary Dissolution for the above-mentioned corporation and have filed them in our office.

When we have received the executed Request for Termination, we will be pleased to issue a Certificate of Termination for the corporation. Please note that the corporation will be required to continue filing annual reports and pay all required taxes while it is winding up.

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Soccer superstar
Although not in a position on the field that yields much recognition, senior Brian Grazier has made his mark on SLU soccer in the past four years. His Billiken career ended Nov. 23 with a loss to Illinois-Chicago in the Atlantic 10 tournament, and he is keeping his options open for playing professional ball out of college.

PAGE 10

**special section
Basketball preview**

The Sports section is super-sized this week, with two extra pages focused solely on Billiken basketball. It features player profiles on Kevin Lisch and Katie Paganelli, season previews and Q&As with coaches Rick Majerus and Shimmy Gray-Miller.

contact us:
www.unewsonline.com
unews.slu@gmail.com
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The University News prints on partially recycled paper.

SGA revisits smoking p

By KAT PATKE

RESOLUTIONS WERE TABLED, spot-funding awarded, Student Conduct reports presented, Student Government Association election commissioners seated and election bylaws amended over the course of a two-hour SGA meeting on Wednesday, Nov. 28.

More specifically, senators voted to table two resolutions; one, which would encourage restricted smoking areas on campus, was tabled indefinitely, while the other, about the possibility of a future School of Nursing senator seat, was tabled until next week's meeting on Dec. 5. The amended bylaws fixed what the

Election Commission deemed to be an unnecessary timeline in the election process; meanwhile, Students for Life were allocated \$1,510 to help cover unanticipated costs in their trip to Washington D.C. for March for Life.

The meeting set its sights primarily on the smoking resolution, written to "strengthen the University smoking policy," and would limit smokers at Saint Louis University to lighting up only in on-campus parking lots and on city property, such as the sidewalks surrounding campus.

The resolution cited numerous supports for its cause, including, but not limited to, the U.S. Surgeon General's 2006 report stating that "there is no risk-

free level of ex-hand smoke," that nearly 10 and universifi completely ar policies.

Graduate Christopher V responsible for admitting the re that the reso tempting to b: ly. Instead, he was searchin mise.

"How can between sm smoke and n to clean air?" I

See "SC

SLU files lawsuit against longtime prof

By STEPHANIE SIDAK

SAINT LOUIS UNIVERSITY is taking Avis E. Meyer, Ph.D., a professor in the Department of Communications, to court for \$6,327 this December. The lawsuit stems from Meyer's attempt earlier this year to copy-right the name of *The University News*, whose staff he has informally advised for more than 30 years.

"The University doesn't believe that students' tuition dollars should have to be used to legally protect SLU from this frivolous action by Meyer," said Jeff Fowler, vice president of SLU public relations. "Therefore, the University is asking for reimbursement of its real expenses incurred to protect its trademarks and intellectual

property."

The University filed the lawsuit on Oct. 11 on the grounds of trademark infringement. On March 16, 2007, Meyer registered the phrase "The University News, A Student



Meyer

Voice Serving Saint Louis University Since 1921," as a precaution during last year's conflict over the newspaper's charter. The University wanted to rescind the charter of the paper and write a new one in hopes of improving the quality of the paper. Had the editorial board disagreed, Meyer said, *The University News* might have been forced to move off campus. Meyer said he was simply trying to protect the paper and its staff.

See "Lawsuit" on Page 3

U.S. will af

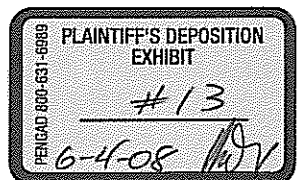
\$535 millio

By PATRICK SHANN

WITHIN THE PAST months of rebuilding Highway 40, Saint Louis university commuters have old overpasses come barricades go up and lane highways dwindle congested mess.

All changes are a part of a \$535 million interstate construction effort to rebuild miles of Interstate 64/U. According to the Missouri Department of Transportation website, the project was completed by October 2.

In order to relieve gridlocks in the areas of Saint Louis that are most prone to bottleneck-traffic, MDT has teamed with Geac Constructors to rebuild improve roadways,



Vatic museum; I've watched a friend cry silently in her hotel room after her passport, credit cards and 250€ were stolen; and I've been able to step back and witness the disquieting nature of America's drinking culture and re-evaluate my own too-frequent participation in it.

And shouldn't I explore one of the plethora of cultural instances I have observed? I've listened to diners sing folk songs late into the night at a restaurant in Southwest Germany.

I've waited at 6 a.m. for the metro with the "madrileños" after chubbing until the sun rose in Spain's capital.

I've watched a smiling Parisian couple enjoy a romantic meal of "pommes frites," cigarettes and bloody steak tartare in a Right Bank bistro.

On the other hand, maybe I'll skip the culture and just write about the strange emotional mix of my life's strongest desire to return home fighting my equally powerful reluctance to leave the history, culture, beauty and memories of this continent behind.

How can I describe the friendships I've created at Loyola Chicago's Rome Center with people from all walks of life across the United States, combined with the realization that I will probably never see half of these people again?

Ultimately, the bottom line is that I can't.

I can try and relate my experiences in a 650-word column, but in the retelling they always end up losing something. Despite this dilemma, I think it is the personal subjectivity that makes studying abroad special. My summer in Heidelberg and fall in Rome, with all the good, bad and ugly moments, have been everything I hoped for and have honestly matured me into adulthood more than any semester at SLU could.

So when I walk off the plane in Chicago on Dec. 12 and am bombarded by my family and friends asking the impossible question, "How was your semester over there?" I'll simply and knowingly smile and reply, "It was great."

Paul Hanley is a junior in the John Cook School of Business, studying in Rome this semester.

Lawsuit: SLU sues one of its professors

Continued from Page 1

Once the University was made aware that Meyer had registered the name, they made motions to reclaim what Fowler said rightfully belongs to SLU.

"The University is the publisher of *The University News*," Fowler said in an e-mail interview. "Dr. Meyer had no right to incorporate using the University's trademarks and intellectual property."

Although the full name of the paper had not been trademarked before, the name "Saint Louis University" had. The administration also took the stance that it was common knowledge that *The University News* belongs to SLU.

Kathleen Farrell, Ph.D., chair of the Department of Communication, said the lawsuit is regrettable.

"I think the whole thing is most unfortunate. And I'm very sorry that it has come to this," she said. "I don't think anybody wins in this. I don't understand the amount of energy that we're putting into this problem when we face other challenges to become a great university."

Meyer said that his attorney thinks the fact that he is a tenured professor may have played a part in this lawsuit.

Tenure is a guarantee of job security granted to professors who have demonstrated strong records of teaching, publication and research. It can be lost for displays of strong misconduct, including plagiarism and conviction of a felony.

Meyer said that his lawyer, Brian Gill, speculated that the University may be using the lawsuit as a way to revoke Meyer's tenure.

The University, however, maintains that this lawsuit is in response to Meyer's actions.

"Let's be clear: It is because Dr. Meyer tried to willfully take the University's name

and trademarks that there is a lawsuit. The lawsuit is a response to an action taken by Dr. Meyer," Fowler said.

Upon relinquishing the name on Aug. 21, Meyer submitted a statement to the lawyer representing the University which said that he had never used the name for personal reasons during the time it was registered under his name. On Aug. 30, he received a third letter asking for the \$6,327 the University had spent on legal fees.

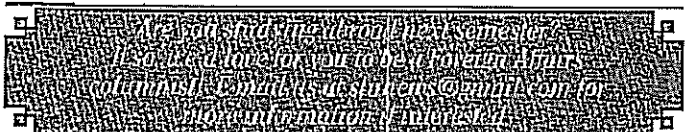
Meyer said that Gill, who did not return repeated calls from *The University News*, told Meyer that he believed the lawsuit appeared to be a personal vendetta against Meyer by University President Lawrence Biondi, S.J.

Meyer teaches classes in journalism, writing, editing, and film in addition to having served as the student-appointed adviser to *The University News* from 1974 to 2006. Meyer has been a professor at SLU since 1976 and is currently on sabbatical to write an editing textbook.

Meyer has been publicly critical of Biondi in the past, and most recently in an August issue of *Saint Louis Magazine*, which contained an article about last year's rewriting of *The University News* charter. Following the article was an interview with Meyer in which he said that he had "never done anything but react to what Biondi does."

Meyer feels this lawsuit is another case of contention between himself and Biondi, yet is disappointed it has gone this far.

"I think they should be ashamed of themselves for allowing this; these student's lives have been burdened, the paper's been threatened, the University's reputation has been tarnished because one guy doesn't like me," he said.



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Response to Chris Pingel's questions:

Back to Support Dr. Avis Meyer in SLU's vendetta against him

Discussion Board | Topic View

Topic: Response to Chris Pingel's questions:

Displaying all 2 posts by 2 people.



Maggie Crane wrote on Nov 24, 2007 at 11:58 AM.

Post #1
1 reply

In a nutshell, here's what I know straight from the horse's mouth -- Avis Meyer.

It began when Biondi wanted to do away with two paid school tuitions -- that of the U News editor and the pres. of SGA. Along with it...

When SLU decided to rewrite the charter to include the U News under its umbrella so it could regulate what students write, Dr. Meyer went to the courthouse to see if the name had ever been publicly claimed. It had not. In order to protect student's rights, Dr. Meyer filed the same as a non-profit, thus "owning" the name. He does not nor did not want it for personal use; however, he had the foresight to realize that the student's he, as their staff advisor on the paper, wouldn't have a leg to stand on when the charter was rewritten.

Biondi sued his own tenured prof for "trademark infringement." Because the U News staff agreed to try operating under the univeristy after the new charter was written and passed, Dr. Meyer relinquished his hold on the name as a courtesy -- even though he didn't have to. It was a good-faith effort that got further distorted when Blondi sued Dr. Meyer AGAIN - this time for \$6,000 for "legal fees incurred by the university." You and I both know that a univeristy of SLU's stature can stand to fork out a measly six grand. But, that's beside the point.

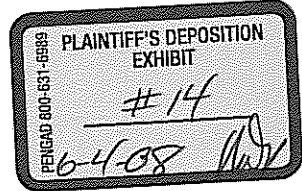
Dr. Meyer was forced to hire an attorney to deal with it, who recommended making a counter offer to SLU to pay them only \$200. SLU came back offering to make it \$2,000, which - long story short - Dr. Meyer agreed to in order to drop the perposterous case. CONTRACT SIGNED. CASE OVER.

Or, so everyone thought.

That's until Blondi ditched the legally-binding contract and sued Dr. Meyer yet AGAIN for felonious trademark infringement. Yes, FELONY charges. That means Dr. Meyer could be stripped of his tenure and fired from SLU.

Chris, I've never even met you and don't even know if you'veever had Dr. Meyer as a professor. I'm kind of guessing that you haven't, because I can't even begin to explain how infuriated I am, how much it actually hurts to hear that this is going on, and neegless to say, how I believe it is an injustice to our jesuit learning. Dr. Meyer was singularly THE BEST prof I EVER had at SLU, and that says a lot because he's in good company. It would be a travesty to lose him.

Please also check out the St. Louis Post-Dispatch and www.komu.com, where Dr. Meyer was a live guest on the show for more information.





Lisa Watson replied to Maggie's post
18 hours ago.

S
F

Post #2

This might be of some additional help. Here is a chronology of the past year's situation that I recently asked Dr. Meyer to send me:

March 2006: Administration calls meeting of eight student leaders who get tuition remission (two full, six partial) and reveals plans to "restructure" the remission. Nothing will change for a full year, students are told.

August, 2006: Administration cuts two, full tuition remissions, which have been in place for approximately 35 years, in half. Adviser's annual stipend of \$1,500, paid for by the newspaper, not the administration, is canceled.

December 2006: Rampant rumors persist that the administration plans to rewrite the paper's charter, removing control of the staff from the students on the paper, and giving it to the administration ... and that if the students balk, the paper will be removed from campus, effectively killing the paper.

March 2007: I registered the name of the University News as a nonprofit organization (in the event that we got kicked off campus, at last we would have our name...), after checking with the Missouri secretary of state's archives, to be certain that the name had never been registered; it had not.

April 2007: Administration rewrites charter, with final staffing control, as feared, taken from students, given to the administration. Take it or leave it.

June 2007: SLU sends me a registered letter, which I did not receive until August, when we returned from two months in England.

August 2007: After a threat to remove the students from campus, which would harm the very people I am trying to help, I relinquished the name.

September 2007: My lawyer and I and the university's lawyer come to an agreement: I will pay a hefty fine, but the administration will leave the students and the paper alone.

October 2007: The university changes its mind and decides to go ahead with the federal lawsuit for trademark infringement. My lawyer says that we are done talking; and we are now poised to go to court in December.

AND ... since August 2007 a new adviser has been hired, at \$35,000 annually. And although the students have made it clear that they want me to stay, the editor-in-chief has been locked in an ongoing debate with administrators (so she told me, last week) over removing my name from the staff box. Their reasons are too absurd to detail, here. The kids say, no way: ...

That's where we are.

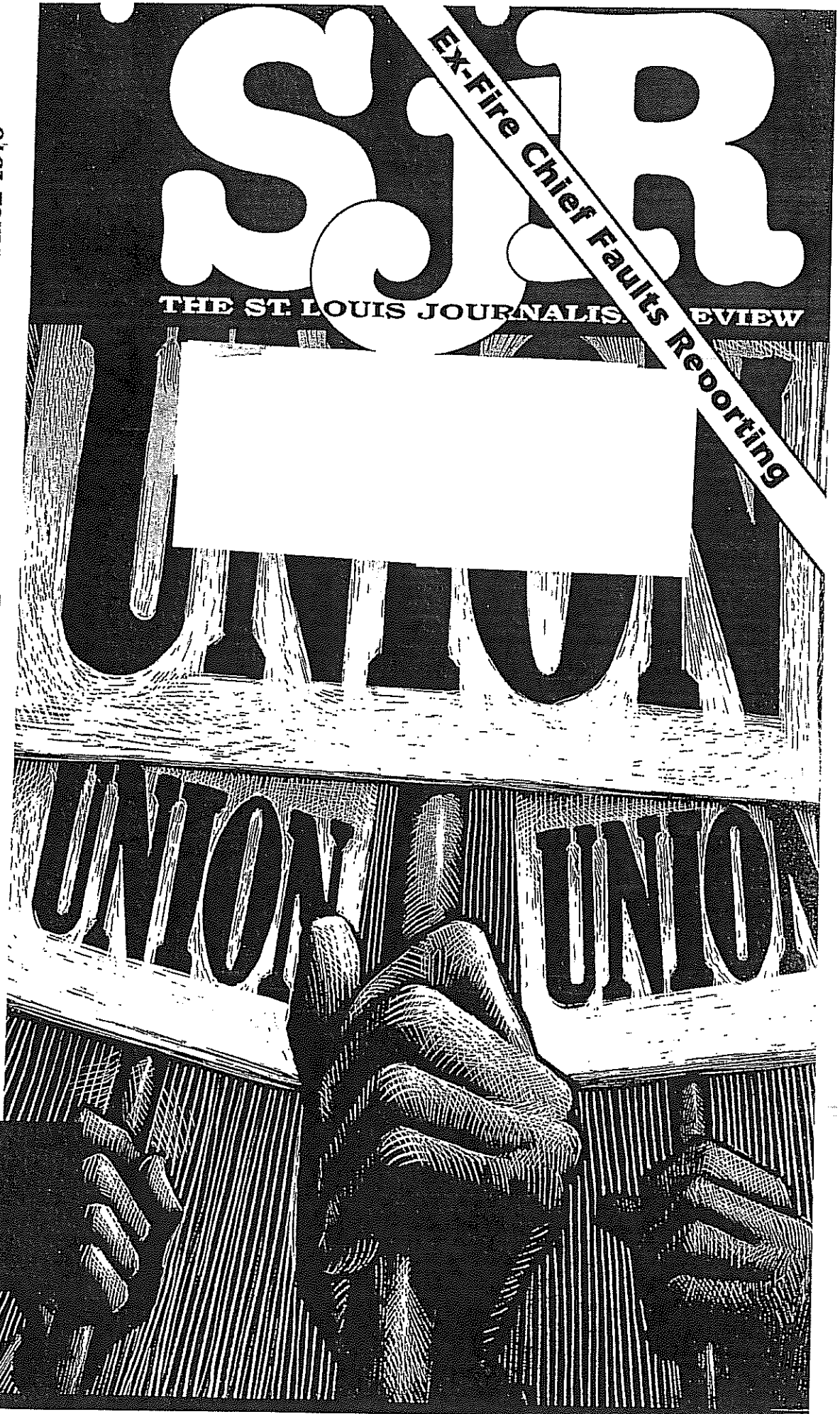
Labor voices not heard

by Don Corrigan and Roy Malone

A CRITIQUE OF METROPOLITAN MEDIA & EVENTS

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The Worm turns;
Riverfront Times
turns 30
(pg.14)

nel. He'll do live interviews from local jazz clubs.

"It's been a hobby for me, not a business," Wolff said. "Jazz is America's music... the only form created here."

HEC-TV director Dennis Riggs said, "Don's fan base from across the country and the world will be able to watch 'I Love Jazz' streamed live on www.HECTV.org."

Joe Sonderman

SLU's Biondi sues professor and wants him to pay for it

When a college official doesn't like what is printed in the student newspaper it's easy to blame the faculty adviser. So it is with the Rev. Lawrence Biondi, president of St. Louis University, who for years has been targeting Professor Avis Meyer as his nemesis.

Biondi's latest salvo, with the help of a big downtown law firm, is to demand that Meyer pay \$6,327 in legal fees the university incurred in a suit for damages threatened against Meyer. It was not filed.

Meyer has been told that he might avoid the legal bill if he agrees to never show his face again at the office of the *University News*. That initial demand was made by attorney Frank Janoski, of the Lewis, Rice, Fingersh law firm.

Students on the paper see it as coercion, or Biondi's style of Jesuit hardball.

"I'm not going to pay," said Meyer, who teaches journalism and other writing classes.

And he plans to keep advising the students, as he has done for 32 years, though he is now the unofficial adviser, or adviser emeritus, as he is listed in the paper. Meyer has said that if he was not a tenured professor he would probably have been fired by Biondi.

Biondi is apparently using money as his weapon against Meyer and the student journalists. The administration forced the newspaper last year to discontinue the \$1,500 yearly stipend Meyer got as adviser, money that came from the paper's ad revenue. Last year the editor's year of free tuition was cut in half; she was so hurt she transferred to another university for her senior year. The newspaper couldn't print its usual summer issue this year because the university held back about \$2,000 in ads with student information.

What is Biondi upset about? Probably the *U. News* articles about him through the years, including his dispute with former Archbishop Justin

Rigali over the sale of the university's hospital, having his picture appear 22 times in an alumni publication, hefty increases in parking fees, firing of two popular priests and various administrators, a \$75 fee to graduate that was later rescinded, how a homily by Biondi was identical to one given by a priest in California and other stories he deems as negative.

Biondi declined comment. He deals with the newspaper only through subordinates. Earlier this year there were rumors the paper would be forced off campus. Meyer reacted by trying to save the name of the paper for the students by getting the name registered as a non-profit state corporation he set up. The paper still has its free office on campus.

Then, a new charter for the paper was drawn up by school officials that gives the administration the right to fire editors.

While Meyer was out of the country this summer he was sued by the university. He was not aware of the suit until he returned several weeks later. Janoski had drafted a 14-page trademark infringement lawsuit seeking punitive and treble damages, which he threatened to file in federal court unless Meyer relinquished control of the newspaper's name. Meyer did so to avoid students being caught up in litigation.

Janoski then sent Meyer a notice that the university demanded payment of \$6,327 for its legal fees.

Janoski declined to answer questions, saying "the parties are in discussion."

Meanwhile, the university hired a young "official" adviser for the paper. Meyer, who is on sabbatical this term to write a book, still shows up each Thursday night to help the students put out the paper. He still has the respect and loyal following of the newspaper's editors and staffers, past and present. He has a shelf full of teaching awards, including one this year for mentoring.

Meyer has criticized Biondi publicly in the past for bullying tactics and trying to "kill the *University News* as a student voice."

St. Louis Magazine recently did a feature on Meyer in which he called Biondi "a super-weasel" for trying to intimidate him and the newspaper staff.

"He's done great things for the campus and terrible things to people. . . . Biondi tends to blame me for the bad coverage he gets."

Roy Malone

Employees buy Republic-Times

The *Republic-Times*, a 117-year-old weekly newspaper in Waterloo, Ill., is now an employee-owned newspaper.

The new co-publishers are Kermit Constantine and Lynn Venhaus, both of Waterloo. Constantine, as general manager, is in charge of the business operation and advertising sales, and will remain an ad sales representative. Venhaus continues as managing editor overseeing editorial content and office personnel.

They bought the newspaper from Steve Mahlandt, current publisher and president of the Breese Journal and Printing Company, who will continue as a co-owner and consultant for two years.

The new company, Republic-Times Group LLC, will also publish *The Shopper*.

It will operate from its current downtown Waterloo office at 114 N. Main St.

Brothers Steve and Dave Mahlandt purchased the *Republic-Times* and *The Shopper* from Knight Ridder in April 2002. They also had owned the *Herald*, which covered Cahokia and Dupou and was shut down during the summer.

"We look forward to expanding our coverage of Monroe County and surrounding communities. We are excited about some of the new features we will be adding, and launching a new Web site soon," Venhaus said.

The *Republican*, started in 1890, bought the *Times* in 1979, and became the *Republic-Times*. The *Times* was founded in 1872.

Constantine said the *Republic-Times*, with 4,000 paid subscribers, will continue its tradition of keeping the readers of Monroe County informed.

Monroe County has been one of the fastest growing counties in the St. Louis area for the past few years.

Constantine has lived in Waterloo since 1991. He is a 20-year veteran of the U.S. Air Force. He spent 11 years at Scott Air Force Base. Venhaus has been managing editor of the *Republic-Times* since March 2003. She moved to Waterloo from Belleville in 2005. She has spent 30 years working in local newspapers and radio, including writing for the *St. Louis Globe-Democrat*, the *St. Louis Post-Dispatch*, the *Belleville News-Democrat* and *SJR*.

Roy Malone