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IN THE CIRCUIT COURT OF ST. LOUIS COUNTY

STATE OF MISSOURI

JAMES ALLMAN, Plaintiff, v. EMMIS COMMUNICATIONS CORPORATION, Serve at: 40 Monument Circle, Suite 700 Indianapolis, Indiana 46204 EMMIS RADIO, LLC, Serve at: The Corporation Company 120 South Central Avenue Clayton, Missouri 63105 EMMIS RADIO LICENSE, LLC, Serve at: 40 Monument Circle, Suite 700 Indianapolis, Indiana 46204 ENTERCOM COMMUNICATIONS CORP., Serve at: CT Corporation System 120 South Central Avenue Clayton, Missouri 63105 ENTERCOM MISSOURI, LLC, Serve at: CT Corporation System 120 South Central Avenue Clayton, Missouri 63105 and ENTERCOM LICENSE, LLC, Serve at: The Corporation Trust Company Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801 Defendants.	)	Cause No. Div. No.

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PETITION

COMES NOW Plaintiff James Allman, by and through undersigned counsel, and, for his Petition, does hereby state as follows:

JURISDICTION AND VENUE

1. This Court has subject-matter jurisdiction over this cause of action. Mo. Const. art. V, § 14(a) ("The circuit courts shall have original jurisdiction over all cases and matters, civil and criminal.").

2. This Court has personal jurisdiction over the Defendants, whether domestic or foreign, because the Defendants, whether individually or collectively, transacted and continue to transact business within the State; made a contract within the State; committed a tortious act within the State; and own, use, or possess real estate within the State. Section 506.500.1 RSMo (2016).

3. Venue is proper in this Court pursuant to 508.010.4 RSMo (2016).

PARTIES

4. Plaintiff James Allman, also known as "Jamie" Allman (hereinafter referred to as "Plaintiff") is a natural person, United States citizen, and resident of the State of Missouri. At all times relevant herein, Plaintiff resided in St. Louis County, Missouri.

5. Defendant Emmis Communications Corporation (hereinafter referred to as "Emmis") is a for-profit corporation organized in and existing under the laws of the State of Indiana, with its registered office and agent in the City of Indianapolis, State of Indiana.

6. Defendant Emmis Radio, LLC (hereinafter referred to as "Emmis Radio"), having previously been organized in and existing under the laws of the State of Indiana, is a duly

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registered foreign limited liability company under the laws of the State of Missouri, with its registered agent located in St. Louis County.

7. Defendant Emmis Radio License, LLC (hereinafter referred to as "Emmis License") is a limited liability company organized in and existing under the laws of the State of Indiana, with its registered office and registered agent in the City of Indianapolis, State of Indiana.

8. Defendant Entercom Communications Corp. (hereinafter referred to as "Entercom"), having previously been organized in and existing under the laws of the Commonwealth of Pennsylvania, is a duly registered foreign corporation under the laws of the State of Missouri, with its registered office and registered agent located in St. Louis County.

9. Defendant Entercom Missouri, LLC (hereinafter referred to as "Entercom Missouri"), having previously been organized in and existing under the laws of the State of Delaware, is a duly registered foreign limited liability company under the laws of the State of Missouri, with its registered office and registered agent located in St. Louis County.

10. Defendant Entercom License, LLC (hereinafter referred to as "Entercom License") is a limited liability company organized in and existing under the laws of the State of Delaware, with its registered office and registered agent in the County of Wilmington, State of Delaware.

BACKGROUND AND FACTS RELEVANT TO ALL COUNTS

11. Emmis is a diversified communications and media company primarily focused on radio broadcasting in large- and medium-sized markets throughout the United States. By and through Emmis Operating Company, Emmis wholly owns various radio entities and subsidiaries, including, but not limited to, Emmis Radio and Emmis License.

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12. Pursuant to radio broadcasting licenses issued to Emmis License by the Federal Communications Commission (hereinafter referred to as "FCC"), Emmis Radio owns and operates the following three (3) radio stations in the St. Louis area: KNOU (FM), KFTK-FM, and K254CR (hereinafter referred to collectively as "Stations").

13. KFTK-FM, also known as FM NewsTalk 97.1 (hereinafter referred to as "KFTK"), broadcasts at 97.1 Mhz and airs various programs in a news/talk format. KFTK's main studio is presently located at 1220 Olive Street, St. Louis, Missouri 63103, with its antenna located in O'Fallon, St. Charles County, Missouri (38° 46' 45"N 90° 43' 43"W).

14. Beginning in and since approximately February 2002, with limited exception, Plaintiff has been employed by Emmis Radio at KFTK in various capacities, including, but not limited to, being either a co-host or host of several radio programs. All of the radio programs in which Plaintiff has either been a co-host or host have been in the news/talk format.

15. On or about August 1, 2017, Plaintiff and Emmis Radio renewed their employment relationship by entering into a new Employment Agreement (hereinafter referred to as "Employment Agreement") whereby Station agreed to employ Plaintiff as a full-time employee and Plaintiff agreed to accept such employment as an "On-Air" talent and personality. Attached hereto as Exhibit 1 and incorporated herein by reference is a copy of said Employment Agreement.

16. The term of Plaintiff's employment with Emmis Radio under the Employment Agreement began on August 1, 2017 and is scheduled to end on July 31, 2020. During said term, in exchange for Plaintiff's performance under the Employment Agreement, Emmis Radio would pay Plaintiff a base salary at the rate designated in the Employment Agreement, along with additional compensation derived from product or service endorsements and certain bonuses,

which were dependent on the KFTK's actual station revenue or performance in quarterly ratings periods.

17. In his capacity as an "On-Air" talent, Plaintiff was employed principally to provide broadcasting services for KFTK. More specifically, Plaintiff served as host of the show "Allman in the Morning," which aired Monday through Friday between 5:00 a.m. and 9:00 a.m. As host, Plaintiff would report and comment on politics and current events, as well as interview and debate various guests regarding the same.

18. In addition to Plaintiff's principal and regular duties as an "On-Air" broadcasting talent, Plaintiff was required to maintain an active social media presence on and participate in various social media platforms such as Facebook, Instagram, and Twitter.

19. Said Employment Agreement contains several prohibitory clauses. In particular, the Employment Agreement prevents Plaintiff from engaging in the following post-term employment or performing the following post-term conduct:

a. Section 7(d) provides that, for a period of one (1) year immediately following the expiration or termination of his term of employment, "[Plaintiff] shall not within the Market own, manage, operate, control, invest in, lend to, acquire an interest in, or otherwise engage or participate in (whether as an employee, independent contractor, consultant, partner, shareholder, investor, or any other type of participant) any business that directly or indirectly is engaged in the radio broadcasting business that competes with Station[1] ("Competitor") if [Plaintiff] directly or indirectly performs any duties, responsibilities or functions on behalf of the Competitor that are the same as or similar to the duties, responsibilities or functions [Plaintiff] performed for Station or would benefit from the use of any 'Confidential Information' (as defined below)."

b. Section 7(e) provides that, for a period of one (1) year immediately following the expiration or termination of his term of employment, "[Plaintiff] shall not directly or indirectly engage or participate in any performance, broadcast, promotion or appearance on or for the benefit of any radio station or

[1] For purposes of Paragraphs 19 and 20, "Station" refers to KFTK and Emmis Radio, or, in the alternative, KFTK and Entercom, Entercom Missouri, and Entercom License.

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Internet/Digital content provider that competes with the Station in the Market."

c. Section 7(f) provides that, for a period of two (2) years immediately following the expiration or termination of his term of employment, "[Plaintiff] shall not sell or otherwise provide or solicit the sale or provision of (or supervise such activities) any product or service that competes directly or indirectly with any product or service of Station to any customer or 'Prospective Customer' (as defined below) of Station as to which, during any portion of the 1-year period immediately preceding the date of [Plaintiff's] termination of employment ("Pre-Termination Period"), [Plaintiff] sold or otherwise provided or solicited the sale or provision of any product or service (or supervised such activities), otherwise performed any duties or services, or received any Confidential Information."

d. Section 7(g) provides that, for a period of two (2) years immediately following the expiration or termination of his term of employment, "[Plaintiff] shall not solicit, induce or influence any person or entity who had an actual or prospective employment, consulting or contractor relationship with Station or an Affiliated Group Member during the three (3) months preceding the termination of [Plaintiff's] employment to discontinue, reduce, reject or otherwise change in any manner adverse to the interests of Station the nature or extent of such relationship with Station."

e. Section 7(h) provides that, at all times following the expiration or termination of his term of employment, Plaintiff shall hold all confidential information in strict confidence and not use or disclose such information without prior written authorization, where "'Confidential Information' means any of Station's proprietary information, technical or engineering data, trade secrets or know-how, including but not limited to: listener research and research techniques; customer lists and customers (including but not limited to customers of Station on whom [Plaintiff] called or with whom [Plaintiff] became acquainted during the Term); sales techniques or marketing, financial or other business information, or other information of any time or kind, regardless of form (e.g., written, oral, electronic, etc.) which is not generally available to the public, as disclosed to [Plaintiff] by Station either directly or indirectly."

20. Plaintiff's employment under the Employment Agreement was terminable by Emmis Radio only for "cause." Pursuant to Section 12 of the Employment Agreement, the definition of "cause"

> shall include, but not be limited to: (i) actual or threatened violence against another employee; (ii) sexual or other prohibited harassment of others; (iii) use or possession of illegal drugs or alcohol during working hours or off duty if such use

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affects the performance of [Plaintiff's] duties or Station's interests; (iv) unauthorized disclosures or use of Confidential Information, or any failure by [Plaintiff] to comply with Station's rules, policies or directives, when notice of such items has been given to [Plaintiff]; (v) any failure by [Plaintiff] to adhere to or comply with reasonable standards of conduct applied in a non-discriminatory manner; (vi) any breach of this Agreement by [Plaintiff]; (vii) unsatisfactory performance, where [Plaintiff] will be informed of such breach in writing with a 30-day opportunity to cure; provided, however, that neither successive such notices nor opportunities to cure shall be required; (viii) any indictment (bringing of charges) or conviction of [Plaintiff] for a felony or other crime of moral turpitude; (ix) violation of the Communications Act of 1934, as amended, or the rules and regulations of the Federal Communications Commission, and (x) any act or omission constituting cause or misconduct under applicable laws."

21. Entercom is a media and entertainment company that owns and operates numerous radio stations and digital platforms throughout the United States. As part of its radio broadcasting operations, Entercom delivers various forms of audio content, including news and sports radio.

22. On or about February 22, 2018, Emmis, Emmis Radio, Emmis License, Entercom, Entercom Missouri, and Entercom License (hereinafter referred to collectively as "Parties") entered into an Asset Purchase Agreement (hereinafter referred to as "Purchase Agreement") whereby Emmis, Emmis Radio, and Emmis License agreed to sell and convey to Entercom, Entercom Missouri, and Entercom License certain assets and properties identified in the Purchase Agreement, including, but not limited to, the FCC radio broadcasting licenses of the foregoing Stations and Entercom, Entercom Missouri, and Entercom License agreed to pay Emmis, Emmis Radio, and Emmis License the sum of fifteen million dollars ($15,000,000). Attached hereto as Exhibit 2 and incorporated herein by reference is a copy of said Purchase Agreement.

23. Consummation of the sale and purchase of the various assets, properties, and licenses is subject to and contingent upon approval by the FCC. Pursuant to the terms of the

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Purchase Agreement, the Parties agreed to prepare and jointly file any relevant FCC applications for assignment of any pertinent radio broadcasting licenses.

24. In accordance with said requirements, on or about March 2, 2018, as amended on April 20, 2018, an Application for Consent to Assignment of Broadcast Station Construction Permit or License (hereinafter referred to as "Application") was submitted to and accepted for filing by the FCC (File No. BALH-20180301AAT).

25. As of the date of the filing of this Petition, the FCC has not approved the Parties' Application. Nevertheless, regardless of any such contemporaneous or subsequent approval by the FCC, at the time of the events which form the basis of the above-captioned cause, the Application had not been approved, and correspondingly, the consummation and closure of the Purchase Agreement had not occurred.

26. Contemporaneous with the Purchase Agreement, Emmis Radio and Emmis License, as the immediate and current owners of the Stations, and Entercom Missouri entered into a Local Programming and Marketing Agreement (hereinafter referred to as "Programming Agreement") whereby Entercom Missouri agreed to provide programming to Emmis Radio and Emmis License for the Stations and Emmis Radio and Emmis License agreed to broadcast the programs selected by Entercom Missouri. Attached hereto as Exhibit 3 and incorporated herein by reference is a copy of said Programming Agreement.

27. The term of the Programming Agreement began on March 1, 2018 Central Time at 12:01 a.m. and is scheduled to end upon the earlier of either the closing of the Purchase Agreement or termination of the Purchase Agreement in accordance with its terms.

28. Pursuant to the terms of the Programming Agreement, notwithstanding anything to the contrary in the Programming Agreement, Emmis Radio and Emmis License were to retain

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"full authority, power and control over the policies, programming and operations of the Stations and over all persons working at the Stations."

29. At all times relevant herein, Plaintiff worked at KFTK under the terms of the Employment Agreement described in Paragraph 15 *supra*.

30. On or about April 4, 2018, Jeff Allen (hereinafter referred to as "Allen"), Program Director at and for KFTK, contacted Plaintiff and advised him that unidentified individuals had taken issue with and were upset about a March 26, 2018 tweet[2] delivered by Plaintiff as part of his mandated social media duties.

31. In a telephone conversation later that day, and in subsequent telephone conferences with Allen, Becky Domyan (hereinafter referred to as "Domyan"), Senior Vice President / Market Manager for Entercom, Entercom Missouri, and/or Entercom License, and assorted other employees, Allen and/or Domyan prohibited Plaintiff from discussing or responding to the perceived controversy and further assured Plaintiff that the situation was not serious such that Entercom, Entercom Missouri, and/or Entercom License, and its/their public relations executives would manage the situation.

32. On or about April 9, 2018, as instructed, Plaintiff did not address situation on his radio program

33. Nevertheless, despite such statements and assurances, on or about April 10, 2018, at approximately 5:15 p.m., Domyan initiated a telephone conference between her, Plaintiff, and Noreen McCormack (hereinafter referred to as "McCormack"), Vice President / Human Resources for Entercom, Entercom Missouri, and/or Entercom License, in which McCormack

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[2] A "tweet" is a message delivered over the online news and social networking service known as Twitter.

advised Plaintiff that Entercom, Entercom Missouri, and Entercom License terminated Plaintiff's employment.

COUNT I – BREACH OF CONTRACT

34. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 33 as if fully set forth herein.

35. At all times relevant herein, there existed a contract for employment between Plaintiff and Defendant Emmis Radio, to-wit: the Employment Agreement dated on or about August 1, 2017.

36. On or about April 10, 2018, Defendant Emmis Radio breached said contract for employment by terminating Plaintiff.

37. Said termination of Plaintiff's employment by Defendant Emmis Radio was without cause.

38. As a result of such wrongful and unjust termination by Defendant Emmis Radio, Plaintiff suffered damages in excess of $25,000 and in the form of lost salary, lost additional compensation, and lost bonuses.

WHEREFORE, Plaintiff prays this Court enter judgment in favor of Plaintiff and against Defendant Emmis Radio; order Defendant Emmis Radio to reinstate Plaintiff to his former position with KFTK with all previous and commensurate responsibilities and duties; order Defendant Emmis Radio to pay and recompense Plaintiff for lost salary, lost additional compensation, and lost bonuses for the period of time from his date of termination until the date of his reinstatement, which can be calculated in accordance with the terms of his employment agreement; or, in the alternative if reinstatement is not ordered, order Defendant Emmis Radio to

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pay and recompense Plaintiff for lost and projected salary, lost and projected additional compensation, and lost and projected bonuses for the period of time from his date of termination until July 31, 2020, which can be calculated in accordance with the terms of his employment agreement; and for such other and further relief as this Court may deem just and proper in the premises.

COUNT II – TORTIOUS INTERFERENCE WITH CONTRACT / BUSINESS RELATIONSHIP

39. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 38 as if fully set forth herein.

40. At all times relevant herein, there existed a contract for employment between Plaintiff and Defendant Emmis Radio, to-wit: the Employment Agreement dated on or about August 1, 2017.

41. Defendants Entercom, Entercom Missouri, and Entercom License were aware of Plaintiff's employment at KFTK and of his contract for employment with Defendant Emmis Radio.

42. Defendants Entercom, Entercom Missouri, and Entercom License intentionally interfered with Plaintiff's employment at KFTK and contractual relationship with Defendant Emmis Radio by terminating his employment at KFTK and severing his contractual relationship with Defendant Emmis Radio on April 10, 2018, all without the authority to do so.

43. Defendants Entercom, Entercom Missouri, and Entercom License had no justification or cause to interfere with Plaintiff's employment at KFTK or Plaintiff's contractual relationship with Defendant Emmis Radio.

44. As a result of such wrongful and unjust termination by Defendants Entercom,

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Entercom Missouri, and Entercom License, Plaintiff suffered damages in excess of $25,000 and in the form of lost salary, lost additional compensation, and lost bonuses.

WHEREFORE, Plaintiff prays this Court enter judgment in favor of Plaintiff and against Defendants Entercom, Entercom Missouri, and Entercom License; order Defendants Entercom, Entercom Missouri, and Entercom License to reinstate Plaintiff to his former position with KFTK with all previous and commensurate responsibilities and duties; order Defendants Entercom, Entercom Missouri, and Entercom License to pay and recompense Plaintiff for lost salary, lost additional compensation, and lost bonuses for the period of time from his date of termination until the date of his reinstatement, which can be calculated in accordance with the terms of his employment agreement; or, in the alternative if reinstatement is not ordered, order Defendants Entercom, Entercom Missouri, and Entercom License to pay and recompense Plaintiff for lost and projected salary, lost and projected additional compensation, and lost and projected bonuses for the period of time from his date of termination until July 31, 2020, which can be calculated in accordance with the terms of his employment agreement; and for such other and further relief as this Court may deem just and proper in the premises.

COUNT III – BREACH OF CONTRACT (ALTERNATIVE TO COUNTS I / II)

45. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 33 as if fully set forth herein.

46. At all times relevant herein, there existed a contract for employment between Plaintiff and Defendant Emmis Radio, to-wit: the Employment Agreement dated on or about August 1, 2017.

47. In accordance with the terms of the Purchase Agreement between Defendants

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Emmis, Emmis Radio, Emmis License, Entercom, Entercom, Missouri, and Entercom License, one or more of the liabilities and obligations of Defendant Emmis Radio contained in Plaintiff's contract for employment was purportedly assigned to Defendants Entercom, Entercom Missouri, and Entercom License.

48. On or about April 10, 2018, Defendants Entercom, Entercom Missouri, and Entercom License breached said contract for employment by terminating Plaintiff.

49. Said termination of Plaintiff's employment by Defendants Entercom, Entercom Missouri, and Entercom License was without cause.

50. As a result of such wrongful and unjust termination by Defendants Entercom, Entercom Missouri, and Entercom License, Plaintiff suffered damages in excess of $25,000 and in the form of lost salary, lost additional compensation, and lost bonuses.

WHEREFORE, Plaintiff prays this Court enter judgment in favor of Plaintiff and against Defendants Entercom, Entercom Missouri, and Entercom License; order Defendants Entercom, Entercom Missouri, and Entercom License to reinstate Plaintiff to his former position with KFTK with all previous and commensurate responsibilities and duties; order Defendants Entercom, Entercom Missouri, and Entercom License to pay and recompense Plaintiff for lost salary, lost additional compensation, and lost bonuses for the period of time from his date of termination until the date of his reinstatement, which can be calculated in accordance with the terms of his employment agreement; or, in the alternative if reinstatement is not ordered, order Defendants Entercom, Entercom Missouri, and Entercom License to pay and recompense Plaintiff for lost and projected salary, lost and projected additional compensation, and lost and projected bonuses for the period of time from his date of termination until July 31, 2020, which can be calculated in accordance with the terms of his employment agreement; and for such other

and further relief as this Court may deem just and proper in the premises.

COUNT IV – BREACH OF CONTRACT (THIRD PARTY BENEFICIARY)

51. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 33 as if fully set forth herein.

52. Beginning on or about February 22, 2018, and effective March 1, 2018, at 12:01 a.m., there exists a contract for the programming and management of KFTK between Defendants Emmis Radio and Emmis License and Defendant Entercom Missouri, to-wit, the Programming Agreement dated February 22, 2018.

53. Defendants Emmis Radio, Emmis License, and Entercom Missouri intended that Plaintiff and all other employees of the Stations, which includes KFTK, benefit from the Programming Agreement, such that Plaintiff's and the other employees' employment was continuous, assured, and fully controlled by Emmis Radio until termination of the Programming Agreement.

54. The benefit was intended as a gift and the benefit granted to Plaintiff and all other employees of the Stations, which includes KFTK, is a material part of the Programming Agreement since retention of Plaintiff and all other employees would ensure continuity of the operation of the Stations, which includes KFTK.

55. Beginning on or about April 4, 2018, and ending on or about April 10, 2018, Defendant Emmis Radio and Emmis License breached said Programming Agreement by permitting Defendant Entercom Missouri to exercise power and control over the operation of the Stations, which includes KFTK, as well as over Plaintiff and all other employees of the Stations, which includes KFTK, all in violation of said Programming Agreement.

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56. As a result of said breach by Defendant Emmis Radio and Emmis License, Plaintiff suffered damages in excess of $25,000 and in the form of lost salary, lost additional compensation, and lost bonuses.

WHEREFORE, Plaintiff prays this Court enter judgment in favor of Plaintiff and against Defendants Emmis Radio and Emmis License; order Defendants Emmis Radio and Emmis License to reinstate Plaintiff to his former position with KFTK with all previous and commensurate responsibilities and duties; order Defendants Emmis Radio and Emmis License to pay and recompense Plaintiff for lost salary, lost additional compensation, and lost bonuses for the period of time from his date of termination until the date of his reinstatement, which can be calculated in accordance with the terms of his employment agreement; or, in the alternative if reinstatement is not ordered, order Defendants Emmis Radio and Emmis License to pay and recompense Plaintiff for lost and projected salary, lost and projected additional compensation, and lost and projected bonuses for the period of time from his date of termination until July 31, 2020, which can be calculated in accordance with the terms of his employment agreement; and for such other and further relief as this Court may deem just and proper in the premises.

COUNT V – DECLARATORY JUDGMENT

57. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 33 as if fully set forth herein.

58. At all times relevant herein, there existed a contract for employment between Plaintiff and Defendant Emmis Radio, to-wit: the Employment Agreement dated on or about August 1, 2017.

59. The Employment Agreement contains various provisions which purport to restrict

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and prohibit Plaintiff's post-term employment and conduct. Said provisions are more fully described in the Employment Agreement attached hereto as Exhibit 1 and further restated in Paragraph 19 *supra*.

60. Plaintiff has a legally protectable interest, to-wit: an interest in his right to seek employment in his chosen trade and profession, and the Employment Agreement purports to prevent Plaintiff from doing so.

61. Plaintiff contends that the Employment Agreement and restrictive clauses described in Paragraph 19 *supra* are overly broad and unreasonable with respect to scope, duration, and geographical limitation.

62. A real and subsisting controversy exists between Plaintiff and Defendant Emmis Radio concerning the construction and validity of the Employment Agreement and restrictive clauses described in Paragraph 19 *supra*.

63. Plaintiff has no adequate alternative remedy, at law or otherwise.

WHEREFORE, Plaintiff prays this Court enter its declaratory judgment, in favor of Plaintiff and against Defendant Emmis Radio, construing the provisions of the Employment Agreement as set forth herein, declaring that said provisions are overly broad and unreasonable with respect to scope, duration, and geographical limitation; and for such other and further relief as this Court may deem just and proper in the premises.

COUNT VI – DECLARATORY JUDGMENT (ALTERNATIVE TO COUNT V)

64. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 33 as if fully set forth herein.

65. At all times relevant herein, there existed a contract for employment between

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Plaintiff and Defendant Emmis Radio, to-wit: the Employment Agreement dated on or about August 1, 2017.

66. In accordance with the terms of the Purchase Agreement between Defendants Emmis, Emmis Radio, Emmis License, Entercom, Entercom, Missouri, and Entercom License, one or more of the liabilities and obligations of Defendant Emmis Radio contained in Plaintiff's contract for employment was purportedly assigned to Defendants Entercom, Entercom Missouri, and Entercom License.

67. The Employment Agreement contains various provisions which purport to restrict and prohibit Plaintiff's post-term employment and conduct. Said provisions are more fully described in the Employment Agreement attached hereto as Exhibit 1 and further reiterated in Paragraph 19 *supra*.

68. Plaintiff has a legally protectable interest, to-wit: an interest in his right to seek employment in his chosen trade and profession, and the Employment Agreement purports to prevent Plaintiff from doing so.

69. Plaintiff contends that the Employment Agreement and restrictive clauses described in Paragraph 19 *supra* are overly broad and unreasonable with respect to scope, duration, and geographical limitation.

70. A real and subsisting controversy exists between Plaintiff and Defendants Entercom, Entercom Missouri, and Entercom License concerning the construction and validity of the Employment Agreement and restrictive clauses described in Paragraph 19 *supra*.

71. Plaintiff has no adequate alternative remedy, at law or otherwise.

WHEREFORE, Plaintiff prays this Court enter its declaratory judgment, in favor of Plaintiff and against Defendants Entercom, Entercom Missouri, and Entercom License,

construing the provisions of the Employment Agreement as set forth herein, declaring that said provisions are overly broad and unreasonable with respect to scope, duration, and geographical limitation; and for such other and further relief as this Court may deem just and proper in the premises.

Respectfully submitted,

SHEPHERD, TAYLOR, KORUM & CURTIS LLP

Kevin M. Whiteley, No. 61244
Attorney for Plaintiff

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State of Missouri

County of St. Louis } *ss.*

COMES NOW James Allman, being of lawful age and first duly sworn upon his oath, states that he is the Plaintiff named in the above and foregoing petition, that he has read same, and that the statements contained therein are true and correct to the best of his knowledge, information, and belief.

James Allman, Affiant

Subscribed and sworn before me this 26th day of April, 2018

Notary Public

(Notary Seal)

SUE ANN WOERNDLE
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: June 14, 2017
Commission Number: 13450310