

**Missouri Court of Appeals, Western District
Division 3**

**Alok Ahuja, Presiding Judge
Mark D. Pfeiffer, Judge
Karen King Mitchell, Judge**

**October 6, 2025
Chariton County Courthouse
Keytesville, Missouri**

WD87465

State of Missouri, Respondent,

v.

Robin Morales-Sanchez, Appellant.

Appellant Robin Morales-Sanchez appeals the judgment of the Circuit Court of Boone County finding him guilty of voluntary manslaughter, assault in the first-degree, and two related counts of armed criminal action. As alleged at trial, on the night of July 30, 2021, Morales-Sanchez was socializing in the backyard of his duplex apartment unit with several other men he worked with. At some point, a fight broke out between the men. Morales-Sanchez ran into his apartment, chased by the victim. Morales-Sanchez and the victim fought in the apartment. At some point, Morales-Sanchez fled his apartment and was picked up by a friend on a nearby street. Victim was found in the apartment on a mattress bleeding and was later pronounced dead. It was determined that the victim bled to death due to injuries sustained from a sharp object. Following a jury trial, Morales-Sanchez was found guilty of voluntary manslaughter, assault in the first degree, and two counts of armed criminal action. The circuit court sentenced Morales-Sanchez to a total of fifty years' imprisonment. This appeal followed.

Appellant's points on appeal:

1. The trial court erred in overruling defense counsel's objection to improper foundation of the State's witness, Sergeant T.C., because it violated defendant's rights to due process and confrontation under the Fifth, Sixth, and Fourteenth Amendments of the United States Constitution and Article I Section 10 and 18(a) of the Missouri Constitution in that said testimony was given without demonstrating that his testimony was of general acceptance of scientific principles in the relevant scientific community.
2. The trial court plainly erred in denying the request for a mistrial after the State's witness exclaimed in court "I just ask for justice" because this denied

Mr. Morales-Sanchez his rights to due process and a fair trial as guaranteed by the Sixth and Fourteenth Amendments to the United States Constitution and Article I, Sections 10 and 18(a) of the Missouri Constitution, in that this was the third such instance that the jury was improperly influenced by the state's witnesses actions which resulted in a manifest injustice because this outburst, along with jurors riding an elevator with witnesses and family members wearing t-shirts of the decedent, was designed solely to appeal to the jury's emotional sympathy and improperly influence the verdict.

WD87596

Phoenix Hospitality, Inc., Appellant,

v.

Timothy Teddy, Respondent.

Appellant Phoenix Hospitality, Inc. ("Phoenix") appeals the decision of the Circuit Court of Boone County denying Phoenix's petition for writ of mandamus. Phoenix sought to purchase certain land that required the City of Columbia to approve a tract split. Respondent Timothy Teddy reviewed the application in his role as the City's Community Development Director. Teddy informed Phoenix that he could not support the tract split at that time because the tract was involved in an Interstate 70 improvement plan. Teddy stated that, until the right-of-way plans for the project were complete, the City could not determine where the tract could be split. In response, Phoenix filed a petition for writ of mandamus in the circuit court. The writ requested that Teddy be mandated to approve the tract split application. The circuit court issued a preliminary order of mandamus. Following a bench trial, however, the circuit court denied the writ petition. This appeal followed.

Appellant's point on appeal:

1. The trial court erred in denying the writ of mandamus, because it erroneously declared and applied RSMo § 89.410.1, in that any discretion and judgment vested in the administrative authority in a municipality by the statute is limited to determining whether the subdivision plat submitted meets the subdivision requirements of the subdivision ordinance, where the subdivision plat meets the requirements of the city ordinance, the city does not have authority to deny approval of subdivision plat, it is a ministerial act for the city to approve the plat and a writ of mandamus [is] appropriate to compel the ministerial action.

WD87674

Virginia W. Crawford, Respondent,

v.

John A. Gardner, Appellant.

Appellant John Gardner appeals from the judgment of the Circuit Court of Boone County finding in favor of Respondent Virginia Crawford's breach of contract claim. As alleged at trial, Gardner and George Crawford were business partners that owned a commercial building in Columbia as well as two bank accounts. George Crawford died in 2009, and his widow, Virginia Crawford, succeeded his interest in the partnership. In May and July 2019, Gardner, through an attorney, made offers to purchase Crawford's shares of the partnership. Crawford, also through an attorney, responded that she would only sell her interest in the partnership according to the "Buy or Sell Option" found in the partnership agreement. In September, Gardner's attorney sent a letter to Crawford's attorney pursuant to the Buy or Sell Option offering that Gardner would either, purchase all of Crawford's partnership shares, or sell to Crawford all of his shares, for \$550,000. Gardner asserted at trial that he never authorized his attorney to make such an offer. Gardner's attorney testified that he intended the offer only to be for the purchase or sale of the commercial building owned by the partnership and not for the partnership's bank accounts. Crawford accepted the September offer to purchase Gardner's shares in the partnership for \$550,000. At that point, Gardner terminated his relationship with his attorney and retained new counsel. Gardner's new counsel asserted that the offer failed to meet the guidelines of the Buy or Sell Option of the partnership agreement and was, therefore, not binding. Crawford filed suit for breach of contract, seeking specific performance. The circuit court entered judgment enforcing the sale of the partnership shares under the terms of the agreement. This appeal followed.

Appellant's points on appeal:

1. The trial court erred in enforcing the September Notice Buy-Sell Option and ordering specific performance, because there was no meeting of the minds due to a mutual mistake of material fact, in that both parties did not factor the Bank Accounts into the \$550,000.00 purchase price for the partnership interest.
2. The trial court erred in finding that the September Notice complied with the Agreement's requirements, because the Agreement mandates strict notice procedures, in that the September Notice was sent via email to opposing counsel rather than by personal delivery or U.S. mail to the partner herself.
3. The trial court erred in ordering specific performance in favor of Crawford, because she failed to tender full payment or otherwise perform her obligations under the Buy-Sell Option, in that she neither delivered the \$550,000.00 in cash or by certified funds within 60 days, nor participated in a valid closing.

WD87848

Carrie Sciortino, Appellant,

v.

Ozark National Life Insurance Company, Respondent.

Appellant Carrie Sciortino appeals from the judgment of the Circuit Court of Jackson County granting Respondent Ozark National Life Insurance Company's motion to dismiss. Sciortino filed an action against Ozark National Life Insurance Company ("Ozark") on September 28, 2023, alleging claims for age, sex, and disability discrimination, as well as a claim for retaliation under the Missouri Human Rights Act. As alleged in her petition, Sciortino was employed by Ozark as a remote employee beginning in 2013. Ozark is based in Missouri, and Sciortino lives and works in Louisiana. In January 2021, Sciortino began working in a new position as a recruiter for Ozark. Sciortino alleged that she was a top recruiter for the company but, despite this, her male supervisor would not consider her suggestions and treated her differently than younger, male recruiters that he supervised. Sciortino complained about her supervisor's behavior to his supervisor, but no action was taken. In November 2022, Sciortino was demoted from her position as a recruiter. Sciortino filed suit, alleging that she was discriminated against because of her age, sex, and because she had dyslexia. Ozark filed a motion to dismiss the petition arguing that, because Sciortino lived and worked in Louisiana, she was not aggrieved under the Missouri Human Rights Act. The circuit court granted Ozark's motion to dismiss and this appeal followed.

Appellant's points on appeal:

1. The trial court erred in granting Respondent's Motion to Dismiss because the Missouri Human Rights Act does not require that the employee suffer adverse employment action while physically present in the state of Missouri, in that the plain language of the statute forbids an employer from discriminating against its employees and is silent on where that employee must suffer the adverse employment action.
2. The trial court erred in granting Respondent's Motion to Dismiss because Appellant suffered adverse employment action by her Missouri employer as required under the Missouri Human Rights Act, in that she was demoted from her position due to her age, gender, and disability, Respondent is a Missouri business located in Missouri, all of the decision makers were all located in Missouri, and the decision to demote her was made in Missouri and communicated to her from Missouri.