

First Club Marketing, LLC (FCM) closes out civil suit against The Kansas City Barbeque Society (KCBS)

The breach of contract suit by First Club Marketing LLC against The Kansas City Barbeque Society (KCBS) has ended with solid outcome for FCM.

ATLANTA, GA, USA, May 10, 2022 /EINPresswire.com/ -- CUMMING, GA. (May 10, 2022) — In a judgement dated April 15, 2022, the Honorable Judge Adam L. Caine of the Circuit Court of Jackson County, Missouri, found that First Club Marketing, LLC (FCM) did prevail in its longstanding breach of contract lawsuit against the Kansas City

Barbeque Society ([KCBS](#)). This decision was announced after a weeklong trial where a jury decided damages and summary judgement ruled that KCBS breached its contract with FCM by improperly terminating the legally binding agreement. FCM originally filed a breach of contract suit against the organization after their exhaustive efforts to resolve the situation amicably were met with virtually no communication whatsoever.

FCM is owned by Randall Bowman, lifetime member of KCBS, former President of the KCBS Board and longtime supporter and advocate of the organization. During his time as President, Bowman was asked to submit a contract for his company to take over the role as official agency of the organization after the extremely successful track record seen by the Board of Directors, in January 2019 that contract was voted on two times by the Board of Directors under the guidance of KCBS legal counsel. Mr. Bowman had worked extensively for years to help build the brand of KCBS in a non-compensated role. This agreement was also voted on a third time and re-affirmed by the very Board that ultimately terminated it improperly.

The jury trial occurred in October 2021. A jury was presented facts in the case and came to verdicts. KCBS attempted to sway the jury unsuccessfully after FCM presented testimony of experts and Board members that had been part of the previous years and work of FCM. KCBS was unable to present a single witness to testify on their behalf that was part of the decision to



contract FCM.

FCM filed this suit in December of 2019 and was quickly met with two separate retaliatory civil suits, one against FCM and a second against Mr. Bowman personally. These countersuits alleged numerous different outlandish claims. Legal counsel for Mr. Bowman and FCM was Eric Dirks of Williams Dirks Dameron LLC. Mr. Dirks and associate Courtney Stout represented the facts and filed a motion for summary judgement and were victorious in the FCM claim against KCBS prior to the jury trial.

The weeklong trial in October of 2021 was a chance to present the facts and testimony of witnesses to tell the true happenings. KCBS made many claims including a violation of fiduciary duty by Mr. Bowman for signing a contract while a Board member, despite this being permissible through their own Bylaws. The jury found this to be false. Most of the KCBS claims never made it to the jury as they held no merit and became a mute issue after evidence was presented. The jury was only given a few points to decide. The jury was given damages to decide on the case FCM won in summary judgment, along with the KCBS claim of a violation of fiduciary duty and breach of contract against FCM. The JURY awarded FCM \$39k (This was the max the Judge would allow them to award) and KCBS \$7,001 on a difference in commission paid on an agreement signed in 2018 (despite what the FCM agreement stated). The jury found in Mr. Bowman's and FCM's favor on the KCBS claim of violation of fiduciary duty.

FCM filed for prevailing party status as is required to attempt to have the other party pay their attorney fees, KCBS also filed to have the judge dismiss the jury's verdict and direct a verdict in their favor, (Denied by the judge) along with prevailing party, and the judge denied those Motions.

Mr. Bowman said, "I have spent hundreds of thousands of dollars to defend my name, reputation and the reputations of 2018 board members that some newly elected KCBS board members seemed to have a personal vendetta against. We did in fact agree to NOT appeal as did KCBS. This was done because the JURY decided no one violated their fiduciary duty to KCBS while serving on the KCBS BOD in 2018 or 2019. I was NOT interested in spending hundreds of thousands of more dollars and seeing them continue to waste even more of the loyal members money. This is all incredibly sad and could have been easily avoided with simple communication and honesty from KCBS. I decided not to appeal as this as the entire "Toxic" situation has been draining and extremely negative. The jury was presented evidence and facts. They decided this case".

Mr. Bowman went on to say "I have watched KCBS try to sway the memberships opinion with potentially misleading statements, releases of ridiculously small bits of information and what some could say is a smoke and mirror act. I made the choice in the beginning that this was NOT about money at all and only doing what was right. I wanted to make sure we remained upfront and honest with all KCBS members and our fellow business associates. The world can be a negative place, but honesty and open communication solves a lot of issues. We have made

available most of the actual court documents on our website (www.firstclubmarketing.com) and never wanted or tried to sway anyone, we wanted the court system to work as it was presented the facts and evidence. While we certainly had a great case for appeal on our awarded damages, I am pleased the jury saw the truth and vindicated myself and FCM on the false claims by KCBS."

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