

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

CHARLES FREEMAN )  
c/o TRUCKERS LEGAL SERVICES )  
Post Office Box 413612 )  
Kansas City, MO 64141 )

Plaintiff, )

-vs- )

R. KELLY *aka* ROBERT KELLY )  
And DARYLL McDAVID )  
Serve: Daryll McDavid )  
308 Madison Street )  
Oak Park, IL 60302 )

Defendant. )

Case No:

Division

FILED-CIRCUIT COURT  
JACKSON CO MO-110  
2009 FEB 26 PM 3:07

**PETITION FOR DAMAGES AND BREACH OF CONTRACT**

COMES NOW Plaintiff, CHARLES FREEMAN and for his cause of action against defendant, states and alleges as follows:

1. Plaintiff CHARLES FREEMAN is an individual residing in the Kansas City, Missouri, Jackson County.
2. Defendant R. KELLY *aka* ROBERT KELLY is a singer and composer and is currently a resident of the city Chicago, State of Illinois.
3. On or about August 8, 2001 in the city of Kansas City, County of Jackson, State of Missouri, Defendant through his then agent Jack Palladino entered into an agreement entitled Agreement for Reward and Expenses.
4. On or about May of 2002, in the City of Kansas City, County of Jackson, State of Missouri, at Defendant's request, the Agreement for Rewards and Expenses between Plaintiff and Defendant was extended by Defendant through his employee, agent and/or representative

June Brown. It was Defendant's request that Plaintiff act as a private investigator again and obtain certain information for him pertaining to his trial whereby he was charged with twenty-one (21) counts of child pornography.

5. Pursuant to the agreement, Defendant would pay Plaintiff the sum TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) plus expenses up to FIFTY THOUSAND (\$50,000) to obtain and/or recover certain tapes that were said to incriminate Defendant.

6. The payment of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) was to be paid to Plaintiff before Defendant's first trial date.

7. As of to date, no payment has been forthcoming.

8. On or about January 9, 2008, Plaintiff received a call from Defendant's agent, Daryll McDavid, who stated that the trial date was continued to May of 2008, but that Defendant would compensate Plaintiff as soon as possible within the next few weeks.

9. On or about January 11, 2008 Plaintiff received a call another from Defendant's agent, Daryll McDavid who state that he was "sorting it out quickly" and payment would be forthcoming.

10. On or about March 27, 2008 Plaintiff received another call from Defendant's agent, Daryll McDavid who again stated that Plaintiff would receive half of the payment on the 1st of May 2008 and the second on the 15<sup>th</sup> of May 2008. Defendant's agent further indicated to Plaintiff how they needed to proceed with the handling of the matter.

11. On or about March 28, 2008, Plaintiff met with Bedrock Tone, another one of Defendant's agents who assured him that Defendant would make good on the agreement.

12. In June of 2008 another one of Defendant's agent Jim Rockmond met Plaintiff at the Kansas City Airport and said, "Rob is broke because of the trial. He will pay you as soon as

he gets more money.”

13. On December 23, 2008 Plaintiff again met with Defendant’s agent, Jim Rockmond who stated that under no uncertain terms a check was being cut to Plaintiff in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) and Plaintiff would receive it on December 24, 2008. Plaintiff never received this check.

14. On December 30, 2008 Plaintiff received a call from Chicago, Illinois from an individual who identified himself as a good friend of ROBERT KELLY and said “everything would be taken care.”

15. Plaintiff complied with all conditions precedent for full payment under the terms of the contract with R. KELLY *aka* ROBERT KELLY.

16. Plaintiff has made repeated demands for payment under the terms of the agreement, but Defendant has failed and refuses to comply with the obligations under the agreement.

17. Defendant has breached the agreement with Plaintiff.

18. As a direct and proximate result of Defendant R. KELLY *aka* ROBERT KELLY’s breach of contract, Plaintiff has been damaged in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

19. As a direct and proximate result of Defendant R. Kelly *aka* ROBERT KELLY, breach of contract, Plaintiff has suffered emotional stress and economic loss in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00).

**WHEREFORE**, Plaintiff prays this Court for:

1. Judgment against Defendant the in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00);

2. For interest at the legal rate from the date of judgment until satisfied;
3. For costs incurred herein and expended; and
4. For such other and further relief as the Court may deem just and proper.

Respectfully submitted:

By: Charles Freeman

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c/o Truckers Legal Services  
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**DEMAND FOR JURY TRIAL**

**COMES NOW** Plaintiff and demands a trial by jury on all issues.