

the State of Illinois, and each party expressly consents to jurisdiction therein." See page 8 of EXH "A" attached hereto.

7. In Gibson v. Gibson, 687 S.W.2d 274, at 276 (Mo. App. 1985), where the parties waived personal privilege of venue by contractually agreeing to a proper venue, the Court of Appeals for the Western District of Missouri held such contract term to be fair and reasonable and, thereby, enforceable.
8. Plaintiff, JitterSwing, LLC, was issued its Certificate of Organization by Robin Carnahan, Secretary of State of the State of Missouri, on March 29, 2007 and only at that time, was entitled to any rights granted to Limited Liability Companies. See Exhibit "B" attached hereto.
9. Plaintiff, JitterSwing, LLC is not a party to the contract which is the subject of this lawsuit and lacks standing to sue under such contract.
10. Plaintiff, JitterSwing, LLC is not entitled to relief under Mo. Rev. Stat. 484.020 because Mo. Rev. Stat. 484.020.2 requires that an entity be convicted of engaging in the unauthorized practice of law before a right to damages attaches and Defendant, Francorp, LLC, has not been convicted of engaging in the unauthorized practice of law.

WHEREFORE, the premises considered, Defendant Francorp, Inc. prays for an Order of this Court dismissing Plaintiff's Petition and for such other remedies as this court deems just and proper.

John E. Tresslar, P.C.



John E. Tresslar, #35364
Attorney for Defendant
1115 Locust Street, Fourth Floor
St. Louis, MO 63101
(314) 241-7216
(314) 231-0323 (Fax)
Jetresslar@aol.com