

IN THE CIRCUIT COURT OF WARREN COUNTY  
STATE OF MISSOURI

**CHRISTOPHER BEARD,** )  
)  
Plaintiff, )

Case No. \_\_\_\_\_

v. )  
)

**TOM CANAVAN,** )  
Serve: Wright City Police Department )  
203 Veterans Memorial Pkwy )  
Wright City, MO 63390 )

**TIMOTHY MATTHEWS,** )  
Serve: Wright City Police Department )  
203 Veterans Memorial Pkwy )  
Wright City, MO 63390 )

**CITY OF WRIGHT CITY, MISSOURI,** )  
Serve: Mayor Michelle Heiliger )  
City Hall )  
636 Westwoods Road )  
Wright City, MO 63390 )

Defendants. )

**PETITION FOR DAMAGES**

Comes now Plaintiff Christopher Beard (hereinafter referred to as "Plaintiff"), and for his  
Petition for Damages against Defendants, states as follows:

**Parties**

1. Plaintiff Christopher Beard (hereinafter "Plaintiff" or "Beard") is an individual  
over the age of 18, and currently and at all times relevant, a citizen and resident of the State of  
Missouri.

2. Defendant Tom Canavan (hereinafter “Chief Canavan” or “Defendant Canavan”) is an individual over the age of 18, and currently and at all times relevant, a citizen and resident of the State of Missouri.

3. Defendant Timothy Matthews (hereinafter “Lt. Matthews” or “Defendant Matthews”) is an individual over the age of 18, and currently and at all times relevant, a citizen and resident of the State of Missouri.

4. Defendant City of Wright City, Missouri (hereinafter referred to as “Wright City” or “Defendant City”) is a municipality located in the State of Missouri.

5. Defendant City operates and controls a police department, commonly known as the Wright City Police Department.

6. Defendants Canavan and Matthews are currently, and at all times relevant herein, employees of Defendant City.

### **Factual Allegations**

7. Plaintiff began working for Defendant City as a Police Officer in 2013, and Plaintiff was subsequently promoted to Detective in 2016.

8. When Plaintiff began working for Defendant City in 2016, the Chief of Police was Matt Eskew.

9. During Chief Eskew’s tenure, Defendant Canavan was the Department’s Lieutenant, which is essentially second in command.

10. In July, 2019, officers within the Department became aware that a subject of an investigation had stated he would not go back to prison and “would shoot it out with the police.”

11. As a result, Plaintiff advised other officers, including then Lt. Canavan, that he believed all officers should be wearing their rifle plated vests.

12. Shortly thereafter, Lt. Canavan entered Plaintiff's office while Plaintiff was present and placed on Plaintiff's desk a 30-caliber bullet with "Beard" written on it, and stated: "that will go through that vest."

13. Plaintiff was shocked by this and took it as a threat. Plaintiff retained the bullet and still has it in his possession today. (See Picture of Bullet, attached as Exhibit 1.)

14. On June 15, 2021, Chief Eskew resigned.

15. Defendant Canavan was named interim Chief of Police.

16. In January, 2022, Canavan was named the full time Chief of Police.

17. Shortly thereafter (between February and March 2022), Chief Canavan opened the application process for the Lieutenant position, which was open because it was previously held by Canavan.

18. Defendant Matthews and Plaintiff both applied, as well as another internal officer, Corporal Matt Lackey.

19. Defendant Matthews was placed in the Lieutenant position.

20. Defendant Matthews and Defendant Canavan are friends outside of work.

21. At the conclusion of the process, Chief Canavan called Plaintiff and Corporal Lackey into his office and said: "Well I picked a Lieutenant and its neither of you fuckers."

22. On March 10, 2022, Plaintiff participated in a traffic stop and arrest of a resident (hereinafter referred to as "Resident"), along with several other officers, including Officer Malta and Officer Haney (hereinafter referred to as "the March 10 Incident").

23. Resident immediately complained about the March 10 Incident, which quickly prompted an investigation by Lt. Matthews and Chief Canavan.

24. On March 14, 2022, Chief Canavan and Lt. Matthews met with Officer Haney, Officer Malta, and Plaintiff to discuss the March 10 Incident and to review the officer reports pertaining to the March 10 Incident.

25. Lt. Matthews and Chief Canavan also reviewed the radio traffic from the March 10 Incident.

26. On March 15, 2022, Lt. Matthews prepared a supplement report stating, *inter alia*, Plaintiff acted in good faith and in accordance with city ordinance in connection with the March 10 Incident.

27. Lt. Matthews contacted Resident and requested that he come to the Police Department for a meeting to discuss the March 10 Incident.

28. On March 17, 2022, Resident came to the Police Department and met with Lt. Matthews and Chief Canavan.

29. During this meeting, Lt. Matthews explained that he believed all officers involved in the March 10 Incident acted in good faith and in accordance with city ordinance, but that he also believed the city ordinance at issue violated the first amendment such that all charges against Resident would be dropped.

30. On March 22, 2022, Plaintiff's partner, Detective Tyler Sparks, made a large seizure of narcotics.

31. On the same date (March 22, 2022), at 6:29 p.m., Chief Canavan texted Corporal Lackey and said "make sure you guys get a picture of everyone with that seizure." (See Screenshot, attached as Exhibit 2.)

32. At 6:31 p.m., Chief Canavan sent another text to Corporal Lackey stating: "Don't let Beard in the picture." (See Screenshot, attached as Exhibit 2.)

33. At 8:04 p.m., Corporal Lackey sent a picture via text to Chief Canavan that included Plaintiff in the picture.

34. At 8:05 p.m., Chief Canavan responded via text stating: "Any without fat Beard? Lol." (See Screenshot, attached as Exhibit 3.)

35. Throughout Plaintiff's employment, Chief Canavan would often refer to Plaintiff as "fat Beard." (See Screenshots, attached hereto as Exhibits 3, 4, and 5.)

36. In April, 2022, Lt. Matthews and Chief Canavan began a secret campaign to, at minimum, demote Plaintiff. (See Screenshot, attached hereto as Exhibit 10.)

37. As part of this campaign, Lt. Matthews prepared a Memorandum (hereinafter referred to as "Matthews Memorandum") listing numerous alleged performance issues with Plaintiff.

38. The purported performance issues set forth in the Matthews Memorandum were either misleading or outright false.

39. For reasons still unknown to Plaintiff at the time this lawsuit is being filed, Chief Canavan and Lt. Matthews April 2022 campaign against Plaintiff was unsuccessful, and Plaintiff was not demoted or otherwise disciplined at that time. (See Screenshot, attached as Exhibit 10.)

40. On August 23, 2022, Chief Canavan was texting with Corporal Lackey regarding a new officer hire.

41. As part of the exchange, Chief Canavan stated: "Be nice to have him there to intimate Beard," and also stated: "Beards gonna get fired lol." (See Screenshots, attached as Exhibits 6 and 7.)

42. On September 21, 2022, Chief Canavan printed out the Matthews Memorandum on a printer within the Police Department.

43. Another Officer saw it, quickly made a copy, and provided the copy to Plaintiff.

44. Fearing that Chief Canavan and Lt. Matthews were attempting to terminate him through any means (including making up false allegations), Plaintiff went to the Board of Alderman meeting on September 22, 2022, and gave a copy of the letter and Plaintiff's response thereto to Alderman Rohr.

45. On September 23, 2022 Plaintiff met with numerous City officials regarding the Matthews Memorandum.

46. First, Plaintiff met the City's HR official, second Plaintiff met with City Administrator Jim Schumann, and third Plaintiff met with Alderman Hakim Mayor Heileger.

47. None of the officials seemed concerned about the Matthews Memorandum, and none of the officials took any action to protect Plaintiff from Chief Caravan and Lt. Matthews.

48. On September 27, 2022, Plaintiff worked in the office with Chief Canavan and Lt. Matthews for the first time since he was given a copy of the Matthews Memorandum.

49. Chief Canavan and Lt. Matthews were aware that Plaintiff had the Matthews Memorandum.

50. Immediately upon entering the building, Plaintiff was called into Chief Canavan's office.

51. Lt. Matthews was also present in Chief Canavan's office.

52. Plaintiff stated to Chief Canavan and Lt. Matthews that the Matthews Memorandum was filled with falsities.

53. Lt. Matthews said he wrote it in April, 2022, when he was angry with Plaintiff.

54. Chief Canavan and Lt. Matthews instructed Plaintiff not to discuss the situation with anyone again.

55. Following Chief Canavan and Lt. Matthews' confrontation of Plaintiff, Chief Canavan sent a text stating: "Beard was such a pussy when I explained the memo to him." (See Screenshot, attached as Exhibit 8.)

56. Chief Canavan sent another text stating: "He said he was looking for a different job like it was a threat. Oh heavens no! Please don't quit." (See Screenshot, attached as Exhibit 9.)

57. Chief Canavan sent another text stating: "If he doesn't leave I'm gonna make his life miserable. I hate that cocksucker." (See Screenshot, attached as Exhibit 9.)

58. Chief Canavan sent another text stating: "He said he is in the process at Wentzville and Webster groves. Between you and I that memo was written to try to demote Beard Unfortunately it didn't work at the time." (See Screenshot, attached as Exhibit 10.)

59. On September 30, a letter was sent to Chief Canavan from the Mayor and Board of Alderman asking for an investigation of the March 10 Incident.

60. Chief Canavan assigned Lt. Matthews to investigate.

61. On October, 11 2022, Plaintiff was notified of the existence of the investigation.

62. On October 21, 2022, Lt. Matthews issued his investigative report, finding that Plaintiff, and only Plaintiff, violated department policy.

63. On October 28, Chief Canavan and Lt. Matthews came to Plaintiff's home and left an envelope on Plaintiff's doorstep containing a letter of termination; they also entered Plaintiff's department-issued vehicle and drove it away without making any contact with Plaintiff.

**Count I**  
**Intentional Infliction of Emotional Distress**  
**Plaintiff v. Tom Canavan and Timothy Matthews**

64. Plaintiff incorporates by reference all of the preceding paragraphs and further alleges:

65. To the extent Missouri common law recognizes a distinction between claims brought against individual defendants in their individual or official capacity, Plaintiff brings this action against Defendants Canavan and Matthews in their individual capacities.

66. Defendants' conduct as set forth in more detail above was extreme and outrageous.

67. Defendants' conduct as set forth in more detail above was done in an intentional and/or reckless manner.

68. As a direct and proximate cause of Defendants' actions, Plaintiff suffered severe emotional distress that resulted in bodily harm that is medically diagnosable and medically significant, including but not limited to anxiety, depression, insomnia, and other ailments.

69. The acts of Defendants were intentional, wrongful, done with knowledge they were wrongful, done with malice, done in bad faith, and done with reckless or conscious disregard for the rights of Plaintiff such that Defendants are not entitled to official immunity.

70. Defendants Canavan and Matthews are not employers under RSMo. § 213.010(8) or RSMo. § 285.575.2(2) and, consequently, they are not protected by any statutory immunity set forth in Chapter 213 or Chapter 285 for employers.

WHEREFORE, Plaintiff prays for judgment in his favor and against Defendants Canavan and Matthews for damages in excess of \$25,000, for the costs incurred herein and expended, and for such other and further relief as the Court deems just.



**Count II**  
**Violation of RSMo. § 105.055 – Public Employee Wrongful Discharge**  
**Plaintiff v. City of Wright City, Missouri**

71. Plaintiff incorporates by reference all of the preceding paragraphs and further alleges:

72. Defendant City is a public employer under RSMo. § 105.055.1(3).

73. While employed by Defendant City, Plaintiff was a public employee under RSMo. § 105.055.1(2).

74. The termination of Plaintiff described above constitutes a disciplinary action against Plaintiff pursuant to RSMo. § 105.055.1(1).

75. This disciplinary action was taken against Plaintiff in response to Plaintiff disclosing misconduct (including, but not necessarily limited to, violations of law, abuses of authority, and violations of policy), and therefore is a violation of RSMo. § 105.055.3.

76. Plaintiff was damaged as a result of Defendant's actions.

WHEREFORE, Plaintiff prays for judgment in his favor and against Defendant City for damages in excess of \$25,000, for the costs incurred herein and expended, for attorneys' fees, and for such other and further relief as the Court deems just.

**Count III**  
**Violation of RSMo. § 590.502**  
**Plaintiff v. City of Wright City, Missouri**

77. Plaintiff incorporates by reference all of the preceding paragraphs and further alleges:

78. While employed by Defendant City, Plaintiff was a law enforcement officer under RSMo. § 590.502.1(5).

79. As such, Plaintiff is entitled to the rights and protections set forth in RSMo. § 590.502.

80. One such right/protection is set forth in RSMo. § 590.502.(11), which states that, after a citizen complaint is levied against a law enforcement officer, the law enforcement agency must complete its investigation within ninety days of the date the citizen complaint was made, unless an extension is properly granted before the ninety-day window expires.

81. Here, the March 10 Incident occurred on March 10, 2022, and Mr. Hall levied his complaint immediately thereafter.

82. The investigation was completed on March 15, 2022, when Lt. Matthews prepared a supplement report stating, *inter alia*, Plaintiff acted in good faith and in accordance with city ordinance in connection with the March 10 Incident.

83. Moreover, the citizen who made the complaint, Resident, was informed of the outcome of the investigation on March 17, 2022, when he met with Lt. Matthews and Chief Canavan.

84. As such, City's attempt to conduct a second investigation three months after the ninety-day window closed, and to use said investigation as a means to terminate Plaintiff (and only Plaintiff), is wildly and blatantly in violation of RSMo. § 590.502.

WHEREFORE, Plaintiff prays for judgment in his favor and against Defendant City instructing City to set aside Plaintiff's termination, clear his record, and reinstate his employment, for all available damages, including but not limited to backpay commencing on the date of Plaintiff's purported termination, for the costs incurred herein and expended, for attorneys' fees, and for such other and further relief as the Court deems just.

Respectfully submitted,

PONDER ZIMMERMANN LLC

By     /s/ Douglas B. Ponder    

Douglas Ponder, #54968MO

[dbp@ponderzimmermann.com](mailto:dbp@ponderzimmermann.com)

Jaclyn M. Zimmermann, #57814MO

[jmz@ponderzimmermann.com](mailto:jmz@ponderzimmermann.com)

20 South Sarah Street

St. Louis, MO 63108

Phone: 314-272-2621

FAX: 314-272-2713

*Attorneys for Plaintiff*



2:50

5G

<  Mass text 2  

I believe DOD does,  
I'll give Tim a call

11:22 AM

Tuesday, March 22

Canavan 130

Make sure you guys  
get a picture of  
everyone with that  
seizure

6:29 PM

Canavan 130

Don't let Beard be in  
the picture

6:31 PM



Mass text 2

8:04 PM

Mar 22, 2022

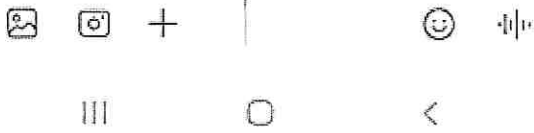
+16362352747





8:05 PM

Canavan 130

Any without fat  
Beard? Lol



10:40

5G<sup>e</sup>  

<  Canavan 130 ▾



You're not going to training on Wednesday and Thursday due to house and Jarvis quitting. I had to change it up. ¿Sorry for the late notice. It's been quite the fucked up week.

4:03 PM



I threw Filson and fat beard in.

6:42 PM

Roger Filson taking 

10:59

5G E



Canavan 130



Cool, thanks Lt.

7:21 PM

Leave out the part  
about the donuts

7:30 PM

Ha! I'll make cops  
outta them yet!

7:38 PM

Fat beard is going  
on a diet so he  
can apply with St.  
Charles county. So  
he says




7:42 PM





12:52

5G

<  Canavan 130 ▾

Aug 23, 2022

7:40 PM

Condition of getting  
off probation. Get  
me some cars, or  
get the fuck out

7:45 PM

If he was a good  
detective. Be nice  
to have him there to  
intimidate Beard


7:46 PM

I think he'd either  
be really good or  
really bad. No in



12:52

5G

<  Canavan 130

Aug 23, 2022

7:52 PM

Beards gonna get  
fired. Lol

7:53 PM

Right. I told ninness  
that after we  
finished talking to  
him. He sounded  
smart and he told  
us he could get us  
like 8 cars but, this  
the mother fucking  
show me state

7:59 PM



