

**IN THE CIRCUIT COURT
FOR COLE COUNTY, STATE OF MISSOURI
19TH JUDICIAL CIRCUIT**

THOMAS HOOTSELLE, JR., <i>et al.</i> , and)	
MISSOURI CORRECTIONS OFFICERS)	
ASSOCIATION,)	
)	
Plaintiffs, Individually and on)	
behalf of all others similarly situated,)	
)	Cause No. 12AC-CC00518
v.)	
)	Div. 4
MISSOURI DEPARTMENT OF)	
CORRECTIONS,)	
)	
Defendant.)	

JUDGMENT

1. Plaintiffs Thomas Hootselle, Jr., Oliver Huff, and Daniel Dicus were appointed to serve as Class Plaintiffs and Class Representatives on behalf of the following Class certified by this Court in an amended Order on September 29, 2015:

All Persons Employed In Positions As Corrections Officer I Or Corrections Officer II By The Department Of Corrections Of The State Of Missouri At Any Time From August 14, 2007 To The Present Date for Claims Relating to Unpaid Straight-Time Compensation and From August 14, 2010 To The Present Date for Unpaid Overtime Compensation.

The Court previously granted partial summary judgment for Class Plaintiffs against Defendant.

2. Pursuant to the Verdict of the Jury, Judgment is hereby entered in favor of the Class Plaintiffs against Defendant Missouri Department of Corrections in the sum of \$113,714,632.00 in actual damages on Counts III and VI of Plaintiffs' Second Amended Petition, amended by interlineation.

3. Regarding Count VII, after trial the Court finds that the preponderance of the evidence proves:

- a. The Labor Agreement and D2-8.4 of the Procedure Manual impose contractual obligations on Defendant to pay straight time and overtime compensation for all work performed by the COs as required by the Fair Labor Standards Act, and this work includes the pre and post-shift activity extensively testified to and referenced in Plaintiffs' exhibits 6 and 33.
- b. Defendant requires all Class members to do this pre and post-shift activity in violation of these agreements; has failed and refused to ever compensate Class Plaintiffs for performing these activities contrary to the agreements; will continue to require this activity of the Class and refuse to pay them for it in the future; has continued its policies in the face governmental investigations, Class member complaints, years of litigation in this case and the Court's partial summary judgment order.
- c. Defendant has failed and continues to fail to comply with its legal obligation to keep comprehensive, accurate, and reliable records of all time worked by Class Plaintiffs (and its contractual obligations to do so under Policy D2-8.1).
- d. Defendant's past and ongoing course of conduct demonstrates that it will not comply with Section 12.2 of the Labor Agreement or the relevant terms of the Procedure Manual unless a declaratory judgment is entered requiring defendant to do so. Thus, a justiciable dispute exists about Defendant's future compliance with the Labor Agreement which is ripe for resolution by a judgment that declares and protects plaintiff Missouri Correction Officer's Association (MOCOA) and Class Plaintiffs' contractual rights.

4. Thus, Judgment is hereby entered in favor of the Class Plaintiffs and MOCOA against Defendant Missouri Department of Corrections on Count VII of

Plaintiffs' Second Amended Petition, amended by interlineation, to settle and afford relief from the uncertainty and insecurity with respect to the parties' contractual rights, obligations, and relations, as follows:

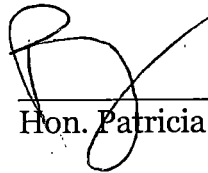
a. Defendant shall fully comply with the Labor Agreement and Procedure Manual by paying straight time and/or overtime compensation for the following activities performed by Class Plaintiffs, including, but not limited to, work performed before and after their assigned shifts:

- 1) electronically logging their arrival or departure from the facility by either scanning a Bar Coded or Radio Frequency Identification (RFID), and/or manually signing or initially a paper entry/exit record, and/or submitting to biometric identification such as a finger print or palm scanning instrument, or a combination of these things;
- 2) utility officers may be required to report to the Central Observation Post to receive assignments;
- 3) passing through security gates/entry-egress points, including passing through a metal detector in arrival and through and airlock when entering and exiting the security envelope;
- 4) presenting themselves before a custody supervisor who communicated to the COI or COII's their daily post/duty assignment;
- 5) picking up or returning equipment such as keys or radios form electronic key boxes or key/radio issue rooms;
- 6) walking to and from the entry/egress points to duty post and possibly waiting in a line if one has formed for any of the above activities;
- 7) in the case of vehicle patrol officers, inventorying the vehicle patrol's issued weapons, ammunition, and equipment prior to and at the end of each shift; and
- 8) Passing of pertinent information from one shift to another.

- b. No later than 30 days from the entry of this judgment, Defendant shall implement a system that complies with this Order and maintains comprehensive, accurate, and reliable records of all time worked by Class Plaintiffs and payment for pre and post shift work. Defendant shall immediately inform the Court, MOCOIA, and Class Plaintiffs' counsel that such a system has been implemented.
- c. Defendant shall make all such records available to MOCOIA, Class Plaintiffs and the Court for inspection upon request.

5. This Court has previously dismissed Counts I and II of the Second Amended Petition. This Court now and hereby dismisses Counts IV and V of the Second Amended Petition as Plaintiffs elected their breach of contract claim and remedy of Count III and VI over their equity claim and remedy in Count IV and V.

So ORDERED this 17th day of August, 2018.



Hon. Patricia Joyce