

FIRST REGULAR SESSION

[CORRECTED]

HOUSE COMMITTEE SUBSTITUTE FOR

SENATE COMMITTEE SUBSTITUTE FOR

# SENATE BILL NO. 119

## 101ST GENERAL ASSEMBLY

0036H.05C

DANA RADEMAN MILLER, Chief Clerk

---

### AN ACT

To repeal sections 211.261, 287.120, 407.1095, 407.1098, 407.1101, 407.1104, 435.415, 456.4-419, 490.715, 516.120, 516.140, 537.065, 620.2450, and 620.2456, RSMo, and to enact in lieu thereof thirty new sections relating to judicial proceedings, with an emergency clause and penalty provisions.

---

*Be it enacted by the General Assembly of the state of Missouri, as follows:*

Section A. Sections 211.261, 287.120, 407.1095, 407.1098, 407.1101, 407.1104, 435.415, 456.4-419, 490.715, 516.120, 516.140, 537.065, 620.2450, and 620.2456, RSMo, are repealed and thirty new sections enacted in lieu thereof, to be known as sections 162.012, 170.038, 192.027, 196.076, 211.072, 211.261, 287.120, 407.1095, 407.1098, 407.1101, 407.1104, 407.1115, 435.415, 456.1-114, 456.4-419, 490.715, 516.099, 516.120, 516.140, 537.065, 537.328, 537.771, 537.880, 537.882, 537.884, 537.886, 537.888, 537.890, 620.2450, and 620.2456, to read as follows:

**162.012. 1. For purposes of this section, the following terms mean:**

**(1) "School-sponsored activity", any activity sponsored by a school including, but not limited to, participation in a work-based learning program in which training or work activities are conducted at the premises of or under the direction of an employer participating in the program;**

**(2) "Work-based learning program", the same meaning given to the term in section 170.038.**

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

8           **2. The school board of any school district may purchase insurance contracts to**  
9 **insure against loss, damages, or expenses incident to a claim arising out of the sickness,**  
10 **bodily injury, or death by accident of any student injured on school premises or during**  
11 **school-sponsored activities. For purposes of this subsection, travel to and from any work-**  
12 **based learning program shall constitute a school-sponsored activity.**

13           **3. The school board of any school district may purchase insurance contracts for the**  
14 **benefit of students to insure against loss resulting from the loss of, theft of, or damage to**  
15 **the personal property of students while on school premises or during school-sponsored**  
16 **activities.**

**170.038. 1. For purposes of this section, the following terms mean:**

2           **(1) "Secondary education", education of students who attend secondary schools;**

3           **(2) "Secondary school", a public school giving instruction in a grade or grades not**  
4 **lower than the sixth nor higher than the twelfth grade;**

5           **(3) "Work-based learning program", a learning program in a secondary education**  
6 **curriculum that:**

7           **(a) Includes, but is not limited to, work study, on-the-job training, job shadowing,**  
8 **internships, clinicals, practicums, cooperative projects, and industry-led service-learning**  
9 **projects;**

10           **(b) Is incorporated into coursework or related to a specific field of study; and**

11           **(c) Integrates knowledge and theory learned in the classroom with the practical**  
12 **application and development of technical skills and proficiencies in a professional work**  
13 **setting.**

14           **2. An employer who accepts a secondary school student in a work-based learning**  
15 **program shall not be subject to civil liability for any claim arising from the student's**  
16 **negligent act or omission.**

17           **3. Nothing in this section shall provide immunity for gross negligence or willful**  
18 **misconduct.**

**192.027. 1. The provisions of this section shall be known and may be cited as the**  
2 **"True COVID Liability Act".**

3           **2. The general assembly finds and declares that:**

4           **(1) Epidemiology is an inexact science and experts in that field hold a diverse set**  
5 **of opinions about how best to deal with contagious diseases from a public policy**  
6 **perspective;**

7           **(2) Public policy relating to contagious diseases should take into account numerous**  
8 **aspects of life beyond the scope of epidemiology, such as economic, social, spiritual, and**  
9 **mental well-being;**

10           **(3) Contagious diseases including, but not limited to, COVID-19 tend to be**  
11 **ubiquitous. Because of the prevalence of contagious diseases, exposure is practically**  
12 **unavoidable for most people and likely to occur from multiple sources. It may be virtually**  
13 **impossible to tell where and when exposure occurs;**

14           **(4) Susceptibility to contagious diseases depends greatly on personal choices and**  
15 **individual characteristics. Hygiene, diet and nutrition, lifestyle, body condition, and other**  
16 **factors may cause some individuals to succumb to exposure to a contagious disease while**  
17 **the same viral load in another individual would be within his or her immune system's**  
18 **ability to fight off;**

19           **(5) Personal accountability is central to the American ethos;**

20           **(6) The 2020 response to the COVID-19 pandemic has resulted in questionable use**  
21 **of power by both state and local governments;**

22           **(7) There is no single public policy solution suitable to everyone's needs and**  
23 **desires;**

24           **(8) Fear of legal liability associated with COVID-19 has placed pressures on the**  
25 **private sector, resulting in decisions that are not best for the economy or the physical,**  
26 **emotional, or spiritual well-being of Missourians;**

27           **(9) Government-mandated responses to contagious diseases always place unequal**  
28 **burdens on people with varying circumstances. An edict may be of no great consequence**  
29 **for some individuals but economically or emotionally devastating for other individuals;**  
30 **and**

31           **(10) The principal office of government is to secure the individual liberty of the**  
32 **people, including the freedom to make choices about how to personally deal with**  
33 **contagious diseases.**

34           **3. For purposes of this section, the following terms mean:**

35           **(1) "Contagious disease", global acute infectious respiratory illness that is**  
36 **transmitted by airborne particles, droplets, or bodily fluids;**

37           **(2) "Extraordinary prevalence", significantly greater prevalence than is typically**  
38 **found in similar political subdivisions within the same time frame.**

39           **4. Notwithstanding any other provision of law, neither the state nor any political**  
40 **subdivision of the state shall, as a response to a contagious disease:**

41           **(1) Quarantine an individual, issue a stay-at-home order for an individual, or**  
42 **otherwise isolate an individual if a contagious disease has not been positively identified in**  
43 **the individual;**

44           **(2) Limit the use of or otherwise lawful activities in any private property or**  
45 **premises under circumstances in which extraordinary prevalence of a contagious disease**  
46 **has not been proven; or**

47           **(3) Revoke any business license based on an individual's or entity's decision**  
48 **regarding recommendations from a government or scientific entity.**

49           **5. Notwithstanding any other provision of law, no individual, owner of premises,**  
50 **or any other entity shall be subject to criminal or civil liability in any action alleging**  
51 **exposure to a contagious disease on premises under the control of the individual, owner,**  
52 **or entity unless:**

53           **(1) The individual, owner, or entity knowingly and purposely exposed an individual**  
54 **to a contagious disease; and**

55           **(2) Such exposure caused the exposed individual to suffer from a clinical disease.**

**196.076. 1. Notwithstanding any other provision of law to the contrary, a container**  
2 **for merchandise, as such term is defined in section 407.010, or food shall not be deemed to**  
3 **be made, formed, or filled as to be misleading, misbranded, or unfairly marketed if the**  
4 **container is filled to less than its capacity for one or more of the following reasons:**

5           **(1) Protection of the contents of the package;**

6           **(2) Reasonable industry standards regarding the processes used for enclosing the**  
7 **contents in the package;**

8           **(3) Merchandise or food settling during shipping and handling;**

9           **(4) The need for the package to perform a specific function, such as where**  
10 **packaging plays a role in the preparation or consumption of a food, if that function is**  
11 **inherent to the nature of the merchandise or food and is clearly communicated to**  
12 **consumers;**

13           **(5) Inability to increase the level of fill or to further reduce the size of the package,**  
14 **such as where some minimum package is necessary to accommodate:**

15           **(a) Required food labeling exclusive of any vignette or other nonmandatory designs**  
16 **or label information; or**

17           **(b) Labeling information, such as those based on regulations adopted by the U.S.**  
18 **Food and Drug Administration or state or federal agencies under state or federal law, laws**  
19 **or regulations adopted by foreign governments, or under an industry-wide voluntary**  
20 **labeling program;**

21           **(6) The fact that the product consists of food packaged in a reusable container or**  
22 **merchandise in a decorative or representational container where the container is part of**  
23 **the presentation of the food or merchandise and has value that is both significant in**  
24 **proportion to the value of the product and independent of its function to hold the food or**

25 merchandise, such as a gift combined with a container that is intended for further use after  
26 the food or merchandise is consumed or durable commemorative or promotional packages;

27 (7) Inability to increase the level of fill or to further reduce the size of the package  
28 where some minimum package is necessary to discourage pilfering, facilitate handling, or  
29 accommodate tamper-resistant devices;

30 (8) One or more of the following:

31 (a) The dimensions of the merchandise or food or immediate merchandise or food  
32 container are visible through the exterior packaging;

33 (b) The actual size of the merchandise or food or immediate merchandise or food  
34 container is clearly and conspicuously depicted on any side of the exterior packaging,  
35 excluding the bottom, accompanied by a clear and conspicuous disclosure in an easy-to-  
36 read point size and font that the depiction is the actual size of the merchandise or food or  
37 immediate merchandise or food container. If there are multiple units of the same  
38 merchandise or food in a package, only one actual size depiction is required per same size  
39 merchandise or food or immediate merchandise or food container;

40 (c) A line or a graphic that represents the merchandise or food or merchandise or  
41 food fill and a statement in an easy-to-read point size and font communicating that the line  
42 or graphic represents the merchandise or food or merchandise or food fill as a "fill line",  
43 both of which are clearly and conspicuously depicted on exterior packaging or the  
44 immediate merchandise or food container if visible at point of sale. If the merchandise or  
45 food is subject to settling, the line shall represent the minimum amount of the merchandise  
46 or food after settling; or

47 (d) The actual quantity of the product in the container is clearly, conspicuously,  
48 and accurately disclosed in accordance with the provisions of subdivision (4) of section  
49 413.065;

50 (9) The mode of commerce does not allow the consumer to view or handle the  
51 physical container or merchandise or food;

52 (10) The presence of any headspace within an immediate merchandise or food  
53 container necessary to facilitate the mixing, adding, shaking, or dispersion of liquids or  
54 powders by consumers before use;

55 (11) The exterior packaging contains a merchandise delivery or dosing device if the  
56 device is visible, or a clear and conspicuous depiction of the device appears on the exterior  
57 packaging, or it is readily apparent from the conspicuous exterior disclosures or the nature  
58 and name of the merchandise that a delivery or dosing device is contained in the package;

59 (12) The exterior packaging or immediate merchandise or food container is a kit  
60 that consists of a system, or multiple components, designed to produce a particular result

61 that is not dependent upon the quantity of the contents, if the purpose of the kit is clearly  
62 and conspicuously disclosed on the exterior packaging;

63 (13) The exterior packaging of the merchandise is routinely displayed using tester  
64 units or demonstrations to consumers in retail stores, so that customers can see the actual,  
65 immediate container of the merchandise being sold, or a depiction of the actual size thereof  
66 before purchase;

67 (14) The exterior packaging consists of a single box or multiunit boxes for holiday  
68 or gift packages if the purchasers can adequately determine the quantity and sizes of the  
69 immediate merchandise container at the point of sale; or

70 (15) The exterior package is for a combination of purchased merchandise, together  
71 with a free sample or gift, wherein the exterior packaging is necessarily larger than it  
72 would otherwise be due to the inclusion of the sample or gift, if the presence of both the  
73 merchandise and gift and the quantity of each are clearly and conspicuously disclosed on  
74 the exterior packaging.

75 2. No action shall be brought alleging a violation of chapter 407 concerning the  
76 container of merchandise or food if the container complies with the provisions of this  
77 section.

211.072. 1. A juvenile, under the age of eighteen, who has been certified to stand  
2 trial as an adult for offenses pursuant to section 211.071, if currently placed in a secure  
3 juvenile detention facility, shall remain in a secure juvenile detention facility, pending  
4 finalization of the judgment and completion of appeal, if any, of the judgment dismissing  
5 the juvenile petition to allow for prosecution under the general law unless otherwise  
6 ordered by the juvenile court. Upon the judgment dismissing the petition to allow  
7 prosecution under the general laws becoming final, and adult charges being filed, if the  
8 juvenile is currently in a secure juvenile detention facility, the juvenile shall remain in such  
9 facility unless the juvenile posts bond or the juvenile is transferred to an adult jail. If the  
10 juvenile officer does not believe detention would be the appropriate placement or would  
11 continue to serve as the appropriate placement, the juvenile officer may file a motion in the  
12 adult criminal case, requesting that the juvenile be transferred from a secure juvenile  
13 detention facility to an adult jail. The court shall hear evidence relating to the  
14 appropriateness of the juvenile remaining in a secure juvenile detention facility or being  
15 transferred to an adult jail. At said hearing, the following shall have the right to be present  
16 and have the opportunity to present evidence and recommendations at such hearing: the  
17 juvenile; the juvenile's parents; the juvenile's counsel, the prosecuting attorney, the  
18 juvenile officer or their designee for the circuit in which the juvenile was certified; the  
19 juvenile officer or their designee for the circuit in which the pre-trial certified juvenile is

20 proposed to be held, if different, counsel for the juvenile officer, and representatives of the  
21 county proposed to have custody of the pre-trial certified juvenile.

22       **2. Following said hearing, the court shall order that the juvenile continue to be held**  
23 **in a secure juvenile detention facility subject to all Missouri juvenile detention standards**  
24 **or shall order that the pre-trial certified juvenile be held in an adult jail, but only after the**  
25 **court has made findings that it would be in the best interest of justice to move the pre-trial**  
26 **certified juvenile to an adult jail. The court shall weigh the following factors when**  
27 **deciding whether to detain a certified juvenile in an adult facility:**

28       **(1) The certified juvenile's age;**

29       **(2) The certified juvenile's physical and mental maturity;**

30       **(3) The certified juvenile's present mental state, including whether they present an**  
31 **imminent risk of self-harm;**

32       **(4) The nature and circumstances of the charges;**

33       **(5) The certified juvenile's history of delinquency;**

34       **(6) The relative ability of the available adult and juvenile facilities to both meet the**  
35 **needs of the certified juvenile but to protect the public and other youth in their custody;**

36       **(7) The opinion of the juvenile officer in the circuit of the proposed placement as**  
37 **to the ability of that juvenile detention facility to provide for appropriate care, custody,**  
38 **and control of the pre-trial certified juvenile;**

39       **(8) Any other relevant factor.**

40       **3. In the event the court finds that it is in the best interest of justice to require the**  
41 **certified juvenile to be held in an adult jail, the court shall hold a hearing once every thirty**  
42 **days to determine whether the placement of the certified juvenile in an adult jail is still in**  
43 **the best interests of justice.**

44       **4. A certified juvenile cannot be held in an adult jail for more than one hundred**  
45 **eighty days unless the court finds, for good cause, that an extension is necessary or the**  
46 **juvenile, through counsel, waives the one hundred eighty day maximum period.**

47       **5. Effective December 21, 2021, all previously pre-trial, certified juveniles, under**  
48 **the age of eighteen, who had been certified prior to August 28, 2021, shall be transferred**  
49 **from adult jail to a secure juvenile detention facility, unless a hearing is held and the court**  
50 **finds, based upon the factors in subsection 2 of this section, that it would be in the best**  
51 **interest of justice to keep the juvenile in the adult jail.**

52       **6. All pre-trial, certified juveniles, under the age of eighteen years, who are held in**  
53 **adult jails pursuant to the best interest of justice exception shall continue to be subject to**  
54 **the protections of the Prison Rape Elimination Act (PREA) and shall be physically**  
55 **separated from adult inmates.**

56           **7. If the certified juvenile remains in juvenile detention, the juvenile officer may file**  
57 **a motion to reconsider placement. The court shall consider the factors set out in subsection**  
58 **2 of this section and the individuals set forth in subsection 1 of this section shall have a**  
59 **right to be present and present evidence. The court may amend its earlier order in light**  
60 **of the evidence and arguments presented at the hearing if the court finds that it would not**  
61 **be in the best interest of justice for the juvenile to remain in a secure juvenile detention**  
62 **facility.**

63           **8. Issues related to the setting of, and posting of, bond along with any bond**  
64 **forfeiture proceedings shall be held in the pre-trial certified juvenile's adult criminal case.**

65           **9. Upon attaining the age of eighteen years or upon conviction on the adult charges,**  
66 **the juvenile shall be transferred from juvenile detention to the appropriate adult facility.**

67           **10. Any responsibility for transportation of the certified juvenile who remains in**  
68 **a secure juvenile detention facility shall be handled in the same manner as in all other adult**  
69 **criminal cases where the defendant is in custody.**

70           **11. The per diem provisions as set forth in section 211.156 shall apply to certified**  
71 **juveniles who are being held in a secure juvenile detention facility.**

211.261. 1. An appeal shall be allowed to the child from any final judgment, order or  
2 decree made under the provisions of this chapter and may be taken on the part of the child by its  
3 parent, guardian, legal custodian, spouse, relative or next friend. An appeal shall be allowed to  
4 a parent from any final judgment, order or decree made under the provisions of this chapter  
5 which adversely affects him. An appeal shall be allowed to the juvenile officer from any final  
6 judgment, order or decree made under this chapter, except that no such appeal shall be allowed  
7 concerning a final determination pursuant to subdivision (3) of subsection 1 of section 211.031.  
8 Notice of appeal shall be filed within thirty days after the final judgment, order or decree has  
9 been entered but neither the notice of appeal nor any motion filed subsequent to the final  
10 judgment acts as a supersedeas unless the court so orders.

11           2. Notwithstanding the provisions of subsection 1 of this section, an appeal shall be  
12 allowed to the:

13           **(1) Juvenile officer from any order suppressing evidence, a confession or an admission,**  
14 **in proceedings under subdivision (3) of subsection 1 of section 211.031; or**

15           **(2) Parent, guardian ad litem, or juvenile officer from any order changing or**  
16 **modifying the placement of a child.**

17           3. The appeal provided for in subsection 2 of this section shall be an interlocutory  
18 appeal, filed in the appropriate district of the Missouri court of appeals. Notice of such  
19 interlocutory appeal shall be filed within three days of the entry of the order of trial court; the



20 time limits applicable to such appeal shall be the same as in interlocutory appeals allowed to the  
21 state in criminal cases.

287.120. 1. Every employer subject to the provisions of this chapter shall be liable,  
2 liable, irrespective of negligence, to furnish compensation under the provisions of this chapter  
3 for personal injury or death of the employee by accident or occupational disease arising out of  
4 and in the course of the employee's employment. Any employee of such employer shall not be  
5 liable for any injury or death for which compensation is recoverable under this chapter and every  
6 employer and employees of such employer shall be released from all other liability whatsoever,  
7 whether to the employee or any other person, except that an employee shall not be released from  
8 liability for injury or death if the employee engaged in ~~[an affirmative negligent act that~~  
9 ~~purposefully and dangerously caused or increased the risk of injury]~~ **a willful act with the intent**  
10 **to cause bodily injury or death.** The term "accident" as used in this section shall include, but  
11 not be limited to, injury or death of the employee caused by the unprovoked violence or assault  
12 against the employee by any person.

13 2. The rights and remedies herein granted to an employee shall exclude all other rights  
14 and remedies of the employee, the employee's spouse, parents, personal representatives,  
15 dependents, heirs or next kin, at common law or otherwise, on account of such injury or death  
16 by accident or occupational disease, except such rights and remedies as are not provided for by  
17 this chapter.

18 3. No compensation shall be allowed under this chapter for the injury or death due to the  
19 employee's intentional self-inflicted injury, but the burden of proof of intentional self-inflicted  
20 injury shall be on the employer or the person contesting the claim for allowance.

21 4. Where the injury is caused by the failure of the employer to comply with any statute  
22 in this state or any lawful order of the division or the commission, the compensation and death  
23 benefit provided for under this chapter shall be increased fifteen percent.

24 5. Where the injury is caused by the failure of the employee to use safety devices where  
25 provided by the employer, or from the employee's failure to obey any reasonable rule adopted  
26 by the employer for the safety of employees, the compensation and death benefit provided for  
27 herein shall be reduced at least twenty-five but not more than fifty percent; provided, that it is  
28 shown that the employee had actual knowledge of the rule so adopted by the employer; and  
29 provided, further, that the employer had, prior to the injury, made a reasonable effort to cause  
30 his or her employees to use the safety device or devices and to obey or follow the rule so adopted  
31 for the safety of the employees.

32 6. (1) Where the employee fails to obey any rule or policy adopted by the employer  
33 relating to a drug-free workplace or the use of alcohol or nonprescribed controlled drugs in the  
34 workplace, the compensation and death benefit provided for herein shall be reduced fifty percent

35 if the injury was sustained in conjunction with the use of alcohol or nonprescribed controlled  
36 drugs.

37 (2) If, however, the use of alcohol or nonprescribed controlled drugs in violation of the  
38 employer's rule or policy is the proximate cause of the injury, then the benefits or compensation  
39 otherwise payable under this chapter for death or disability shall be forfeited.

40 (3) The voluntary use of alcohol to the percentage of blood alcohol sufficient under  
41 Missouri law to constitute legal intoxication shall give rise to a rebuttable presumption that the  
42 voluntary use of alcohol under such circumstances was the proximate cause of the injury. A  
43 preponderance of the evidence standard shall apply to rebut such presumption. An employee's  
44 refusal to take a test for alcohol or a nonprescribed controlled substance, as defined by section  
45 195.010, at the request of the employer shall result in the forfeiture of benefits under this chapter  
46 if the employer had sufficient cause to suspect use of alcohol or a nonprescribed controlled  
47 substance by the claimant or if the employer's policy clearly authorizes post-injury testing.

48 (4) Any positive test result for a nonprescribed controlled drug or the metabolites of such  
49 drug from an employee shall give rise to a rebuttable presumption, which may be rebutted by a  
50 preponderance of evidence, that the tested nonprescribed controlled drug was in the employee's  
51 system at the time of the accident or injury and that the injury was sustained in conjunction with  
52 the use of the tested nonprescribed controlled drug if:

53 (a) The initial testing was administered within twenty-four hours of the accident or  
54 injury;

55 (b) Notice was given to the employee of the test results within fourteen calendar days  
56 of the insurer or group self-insurer receiving actual notice of the confirmatory test results;

57 (c) The employee was given an opportunity to perform a second test upon the original  
58 sample; and

59 (d) The initial or any subsequent testing that forms the basis of the presumption was  
60 confirmed by mass spectrometry using generally accepted medical or forensic testing procedures.

61 7. Where the employee's participation in a recreational activity or program is the  
62 prevailing cause of the injury, benefits or compensation otherwise payable under this chapter for  
63 death or disability shall be forfeited regardless that the employer may have promoted, sponsored  
64 or supported the recreational activity or program, expressly or impliedly, in whole or in part. The  
65 forfeiture of benefits or compensation shall not apply when:

66 (1) The employee was directly ordered by the employer to participate in such recreational  
67 activity or program;

68 (2) The employee was paid wages or travel expenses while participating in such  
69 recreational activity or program; or

70 (3) The injury from such recreational activity or program occurs on the employer's  
71 premises due to an unsafe condition and the employer had actual knowledge of the employee's  
72 participation in the recreational activity or program and of the unsafe condition of the premises  
73 and failed to either curtail the recreational activity or program or cure the unsafe condition.

74 8. Mental injury resulting from work-related stress does not arise out of and in the course  
75 of the employment, unless it is demonstrated that the stress is work related and was extraordinary  
76 and unusual. The amount of work stress shall be measured by objective standards and actual  
77 events.

78 9. A mental injury is not considered to arise out of and in the course of the employment  
79 if it resulted from any disciplinary action, work evaluation, job transfer, layoff, demotion,  
80 termination or any similar action taken in good faith by the employer.

81 10. The ability of a firefighter to receive benefits for psychological stress under section  
82 287.067 shall not be diminished by the provisions of subsections 8 and 9 of this section.

407.1095. As used in sections 407.1095 to 407.1110, the following words and phrases  
2 mean:

3 (1) **"Business subscriber", a person or entity that, for business use, has subscribed**  
4 **to telephone service, wireless service, or other similar service;**

5 (2) **"Call spoofing", the practice of failing to transmit or cause to be transmitted**  
6 **the true telephone number, and, when made available by the telemarketer's carrier, the**  
7 **name of the telemarketer, to any caller identification service in use by a recipient of a**  
8 **telemarketing call, provided that the name of the seller or charitable organization on**  
9 **behalf of which a telemarketing call is placed, and the seller's or charitable organization's**  
10 **telephone number, which is answered during regular business hours, may be substituted**  
11 **for the name and phone number used in, or billed for, making the call;**

12 (3) "Caller identification service", a type of telephone service which permits telephone  
13 subscribers to see the telephone number of incoming telephone calls;

14 [~~2~~] (4) "Residential subscriber", a person who, for [~~primarily~~] personal and familial  
15 use, has subscribed to residential telephone service, wireless service or similar service, or the  
16 other persons living or residing with such person;

17 [~~3~~] (5) **"Seller", the same meaning as defined in section 407.1070;**

18 (6) **"Telemarketer", the same meaning as defined in section 407.1070;**

19 (7) "Telephone solicitation", any voice, facsimile, short messaging service (SMS), or  
20 multimedia messaging service (MMS), for the purpose of encouraging the purchase or rental of,  
21 or investment in, property, goods or services, but does not include communications:

22 (a) To any **business subscriber or** residential subscriber with that subscriber's prior  
23 express invitation or permission;

24 (b) By or on behalf of any person or entity with whom a **business subscriber or**  
25 residential subscriber has had a business contact within the past one hundred eighty days or a  
26 current business or personal relationship;

27 (c) By or on behalf of an entity organized pursuant to Chapter 501 (c)(3) of the United  
28 States Internal Revenue Code, while such entity is engaged in fund-raising to support the  
29 charitable purpose for which the entity was established provided that a bona fide member of such  
30 exempt organization makes the voice communication;

31 (d) By or on behalf of any entity over which a federal agency has regulatory authority  
32 to the extent that:

33 a. Subject to such authority, the entity is required to maintain a license, permit or  
34 certificate to sell or provide the merchandise being offered through telemarketing; and

35 b. The entity is required by law or rule to develop and maintain a no-call list;

36 (e) By a natural person responding to a referral, or working from his or her primary  
37 residence, or a person licensed by the state of Missouri to carry out a trade, occupation or  
38 profession who is setting or attempting to set an appointment for actions relating to that licensed  
39 trade, occupation or profession within the state or counties contiguous to the state.

407.1098. No person or entity shall make or cause to be made any telephone solicitation,  
2 **including via call spoofing**, to any **business subscriber or** residential subscriber in this state  
3 who has given notice to the attorney general, in accordance with rules promulgated pursuant to  
4 section 407.1101 of such subscriber's objection to receiving telephone solicitations.

407.1101. 1. The attorney general shall establish and provide for the operation of a  
2 database to compile a list of telephone numbers of **business subscribers and** residential  
3 subscribers who object to receiving telephone solicitations. [~~Such list is not intended to include~~  
4 ~~any telephone number primarily used for business or commercial purposes.~~]

5 2. The attorney general shall promulgate rules and regulations governing the  
6 establishment of a state no-call database as he or she deems necessary and appropriate to fully  
7 implement the provisions of sections 407.1095 to 407.1110. The rules and regulations shall  
8 include those which:

9 (1) Specify the methods by which each **business subscriber or** residential subscriber  
10 may give notice to the attorney general or its contractor of his or her objection to receiving such  
11 solicitations or revocation of such notice. There shall be no cost to the subscriber for joining the  
12 database;

13 (2) Specify the length of time for which a notice of objection shall be effective and the  
14 effect of a change of telephone number on such notice;

15 (3) Specify the methods by which such objections and revocations shall be collected and  
16 added to the database;

17 (4) **Specify that once a person gives notice of objection, the person shall not have**  
18 **to renew his or her objection;**

19 (5) Specify the methods by which any person or entity desiring to make telephone  
20 solicitations will obtain access to the database as required to avoid calling the telephone numbers  
21 of **business subscribers or** residential subscribers included in the database, including the cost  
22 assessed to that person or entity for access to the database; **and**

23 [~~5~~] (6) Specify such other matters relating to the database that the attorney general  
24 deems desirable.

25 3. If the Federal Communications Commission establishes a single national database of  
26 telephone numbers of subscribers who object to receiving telephone solicitations pursuant to 47  
27 U.S.C. Section 227(c)(3), the attorney general shall include that part of such single national  
28 database that relates to Missouri in the database established pursuant to this section.

29 4. Information contained in the database established pursuant to this section shall be used  
30 only for the purpose of compliance with section 407.1098 and this section or in a proceeding or  
31 action pursuant to section 407.1107. Such information shall not be considered a public record  
32 pursuant to chapter 610.

33 5. In April, July, October, and January of each year, the attorney general shall be  
34 encouraged to obtain subscription listings of **business subscribers and** residential subscribers  
35 in this state who have arranged to be included on any national do-not-call list and add those  
36 telephone numbers to the state do-not-call list.

37 6. The attorney general may utilize moneys appropriated from general revenue and  
38 moneys appropriated from the merchandising practices revolving fund established in section  
39 407.140 for the purposes of establishing and operating the state no-call database.

40 7. Any rule or portion of a rule, as that term is defined in section 536.010, that is created  
41 under the authority delegated in sections 407.1095 to 407.1110 shall become effective only if it  
42 complies with and is subject to all of the provisions of chapter 536 and, if applicable, section  
43 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the  
44 general assembly pursuant to chapter 536 to review, to delay the effective date or to disapprove  
45 and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority  
46 and any rule proposed or adopted after August 28, 2000, shall be invalid and void.

407.1104. 1. Any person or entity who makes a telephone solicitation to any **business**  
2 **subscriber or** residential subscriber in this state shall, at the beginning of such solicitation, state  
3 clearly the identity of the person or entity initiating the solicitation.

4 2. No person or entity who makes a telephone solicitation to a **business subscriber or**  
5 residential subscriber in this state shall knowingly use any method, **including call spoofing,** to  
6 block or otherwise circumvent any subscriber's use of a caller identification service.

2       **407.1115. 1. This section shall be known and may be cited as the "Caller ID Anti-**  
3       **Spoofing Act".**

4       **2. As used in this section, the following terms mean:**

5       **(1) "Call", any telephone call, facsimile, or text message made using a public**  
6       **switched telephone network, wireless cellular telephone service, or voice-over-internet**  
7       **protocol (VoIP) service that has the capability of accessing users on the public switched**  
8       **telephone network or a successor network;**

9       **(2) "Caller", a person or entity who initiates a call, facsimile, or text message,**  
10       **whether by phone or computer;**

11       **(3) "Caller identification information", information provided by a caller**  
12       **identification service regarding the telephone number or other origination information of**  
13       **a call or facsimile transmission made using a telecommunications service or an**  
14       **interconnected VoIP service or of a text message sent using a text-messaging service;**

15       **(4) "Caller identification service", any service or device designed to provide the**  
16       **user of the service or device with the telephone number or other origination information**  
17       **of a call or facsimile transmission made using a telecommunications service or an**  
18       **interconnected VoIP service or of a text message sent using a text-messaging service.**  
19       **"Caller identification service" includes automatic number identification services.**

20       **3. A caller commits the offense of caller identification spoofing if the caller:**

21       **(1) Enters or causes to be entered false information into a caller identification**  
22       **service with the intent to deceive, defraud, or mislead the recipient of a call to obtain**  
23       **anything of value; or**

24       **(2) Places a call knowing that false information was entered into the caller**  
25       **identification service with the intent to deceive, defraud, or mislead the recipient of the call.**

26       **4. The offense of unlawful caller identification spoofing shall be a class E felony.**

27       **5. This section shall not apply to:**

28       **(1) The blocking of caller identification information;**

29       **(2) Any law enforcement agency of the federal, state, county, or municipal**  
30       **government;**

31       **(3) Any intelligence or security agency of the federal government; or**

32       **(4) A communications service provider, including a telecommunications,**  
33       **broadband, or voice-over-internet service provider that:**

34       **(a) Acts in the communications service provider's capacity as an intermediary for**  
35       **the transmission of telephone service between the caller and the recipient;**

36       **(b) Provides or configures a service or service feature as requested by the customer;**

**(c) Acts in a manner that is authorized or required by applicable law; or**

37 (d) Engages in other conduct that is necessary to provide service.

38 6. The recipient of any call in which the caller uses false caller identification  
39 information shall have standing to recover actual and punitive damages against the caller.  
40 Punitive damages shall be in an amount determined by the court but not to exceed five  
41 thousand dollars per call. Call recipients may bring action under this section as members  
42 of a class. The attorney general may initiate legal proceedings or intervene in legal  
43 proceedings on behalf of call recipients and, if the caller is found guilty, shall recover all  
44 costs of the investigation and prosecution of the action.

435.415. 1. Except as provided in subsection 2 of this section, upon the granting of  
2 an order confirming, modifying or correcting an award, judgment or decree shall be entered in  
3 conformity therewith and be enforced as any other judgment or decree. Costs of the application  
4 and of the proceedings subsequent thereto, and disbursements may be awarded by the court.

5 2. Any arbitration award for personal injury, bodily injury, or death or any  
6 judgment or decree entered on an arbitration award for personal injury, bodily injury, or  
7 death shall not be binding on any insurer, shall not be admissible in evidence in any lawsuit  
8 against any insurer for any party to an arbitration award, and shall not provide the basis  
9 for any judgment or decree, including any garnishment, against any insurer, unless the  
10 insurer has agreed in writing to the arbitration proceeding. Any arbitration award for  
11 personal injury, bodily injury, or death or any judgment or decree confirming, modifying,  
12 or correcting any arbitration award for personal injury, bodily injury, or death shall not  
13 be subject to garnishment, enforcement, or collection from any insurer unless the insurer  
14 has agreed in writing to the written arbitration agreement. Unless otherwise required by  
15 the insurance contract, an insurer's election not to participate in an arbitration proceeding  
16 shall not constitute, nor be construed to be, bad faith. This section shall not apply to any  
17 arbitration required by statute or arising out of an arbitration agreement preceding the  
18 date of the injury or loss which is the subject of the arbitration.

19 3. As used in this section, the term "insurer" shall include any entity authorized to  
20 transact liability insurance business in this state including, but not limited to, any liability  
21 insurance company organized, incorporated, or doing business pursuant to the provisions  
22 of chapter 379, any entity formed pursuant to section 537.620, any entity which is subject  
23 to sections 537.700 to 537.756, or any entity which provides risk management services to  
24 any public or private entity.

456.1-114. 1. For purposes of interpreting a term of familial relationship in a trust,  
2 "descendants", "issue", "children", and similar terms of relationship shall be construed  
3 as follows:

4           **(1) A child conceived or born of a marriage is presumed to be a child of the persons**  
 5 **so married unless a judicial proceeding is commenced before the death of the presumed**  
 6 **parent and it is finally determined in such proceeding that the presumed parent is not the**  
 7 **parent of the child;**

8           **(2) A child who is not conceived or born of a marriage is presumed to not be a child**  
 9 **of a person who did not give birth to the child unless:**

10           **(a) A judicial proceeding commenced before the death of such person determined**  
 11 **that such person is a parent of the child; or**

12           **(b) Such person openly recognized the child as his or her child and such person has**  
 13 **not refused to voluntarily support the child. A trustee may rely on its discretion regarding**  
 14 **the sufficiency of recognition or support, and the trustee shall not be liable to any person**  
 15 **for its exercise of this discretion unless the trustee acts in bad faith or with reckless**  
 16 **indifference to the purposes of the trust or the interest of the beneficiaries.**

17

18 **If a parent-child relationship is established pursuant to paragraph (a) or (b) of this**  
 19 **subdivision, the rights afforded to the child shall not be retroactive, but instead shall apply**  
 20 **from the time the relationship is established; and**

21           **(3) A child adopted prior to the age of eighteen is the child of an adopting parent**  
 22 **and not of the natural parents, except that adoption of a child by the spouse of a natural**  
 23 **parent has no effect on the relationship between the child and such natural parent.**

24           **2. The terms of a trust shall prevail over any provision of this section.**

456.4-419. 1. Unless the terms of the trust instrument expressly provide otherwise, a  
 2 trustee, **other than a settlor**, who has discretionary power under the terms of a trust to make a  
 3 distribution of income or principal, whether or not limited by an ascertainable standard, to or for  
 4 the benefit of one or more beneficiaries of a trust, the first trust, may instead exercise such  
 5 discretionary power by ~~appointing~~ **distributing** all or part of the income or principal subject  
 6 to such discretionary power in favor of a trustee of a second trust, the second trust, created under  
 7 either the same or different trust instrument in the event that the trustee of the first trust decides  
 8 that the ~~appointment~~ **distribution** is necessary or desirable after taking into account the terms  
 9 and purposes of the first trust, the terms and purposes of the second trust, and the consequences  
 10 of the distribution. **A trustee may exercise the power described in this subsection by**  
 11 **distributing property from the first trust to one or more second trusts or by modifying the**  
 12 **trust instrument for the first trust which, as modified, becomes one or more second trusts.**

13           **2. With respect to a second trust to which a distribution is made pursuant to**  
 14 **subsection 1 of this section:**



15           **(1) At least one permissible distributee of the first trust shall be a permissible**  
16 **distributee of the second trust immediately after the distribution;**

17           **(2) If, at the time of the distribution, the settlor of the first trust is living and the**  
18 **first trust is not a grantor trust under Subpart E of Part I of Subchapter J of Chapter 1 of**  
19 **the Internal Revenue Code of 1986, as amended, there may not be any permissible**  
20 **distributee of the second trust immediately after the distribution who is not a permissible**  
21 **distributee of the first trust;**

22           **(3) If, at the time of the distribution, the settlor of the first trust is deceased or if,**  
23 **at the time of the distribution, the first trust is a grantor trust under Subpart E of Part I**  
24 **of Subchapter J of Chapter 1 of the Internal Revenue Code of 1986, as amended, for**  
25 **reasons other than the trustee having the power granted by this section, any beneficiary**  
26 **of the first trust may be included as a permissible distributee of the second trust**  
27 **immediately after the distribution;**

28           **(4) The second trust may not include any beneficiary who is not a beneficiary of the**  
29 **first trust; and**

30           **(5) The trust instrument for the second trust may retain, modify, or omit a power**  
31 **of appointment granted in the first trust, and the trust instrument for the second trust may**  
32 **create a power of appointment if the powerholder is a beneficiary of the second trust.**  
33 **Except to the extent provided otherwise in subsection 4 of this section, a power of**  
34 **appointment in the trust instrument for the second trust may be a general or nongeneral**  
35 **power of appointment and the permissible appointees of the power need not be limited to**  
36 **the beneficiaries of the first trust.**

37           **3. The following provisions apply to a trust that has a beneficiary with a disability:**

38           **(1) As used in this subsection, the following terms mean:**

39           **(a) "Beneficiary with a disability", a beneficiary of a first trust who the special-**  
40 **needs fiduciary believes may qualify for governmental benefits based on disability, whether**  
41 **or not the beneficiary currently receives those benefits or is an individual who has been**  
42 **adjudicated disabled or adjudicated incapacitated;**

43           **(b) "Governmental benefits", financial aid or services from a state, federal, or other**  
44 **public agency;**

45           **(c) "Special-needs fiduciary", with respect to a trust that has a beneficiary with a**  
46 **disability:**

47           **a. A trustee or other fiduciary, other than a settlor, who has discretionary power**  
48 **under the terms of a trust to make a distribution of income or principal, whether or not**  
49 **limited by an ascertainable standard, to or for the benefit of one or more beneficiaries; or**

50           **b. If no trustee or fiduciary has discretion under subparagraph a. of this**  
51 **paragraph, a trustee or other fiduciary, other than a settlor, who is required to distribute**  
52 **part or all of the income or principal of the first trust to or for the benefit of one or more**  
53 **beneficiaries;**

54           **(d) "Special-needs trust", a trust the trustee believes would not be considered a**  
55 **resource for purposes of determining whether a beneficiary with a disability is eligible for**  
56 **governmental benefits;**

57           **(2) A special-needs fiduciary may exercise the authority granted by subsection 1 of**  
58 **this section if:**

59           **(a) A second trust is a special-needs trust that benefits the beneficiary with a**  
60 **disability; and**

61           **(b) The special-needs fiduciary determines that exercise of the authority pursuant**  
62 **to subsection 1 of this section will further the purposes of the first trust; and**

63           **(3) The following provisions apply to any exercise of the authority granted by this**  
64 **subsection:**

65           **(a) Notwithstanding the provisions of subdivision (4) of subsection 2 of this section**  
66 **to the contrary, the terms of the second trust may:**

67           **a. Provide that an interest is held by a pooled trust as defined by Medicaid law for**  
68 **the benefit of the beneficiary with a disability under 42 U.S.C. Section 1396p(d)(4)(C); or**

69           **b. Contain payback provisions complying with reimbursement requirements of**  
70 **Medicaid law under 42 U.S.C. Section 1396p(d)(4)(A);**

71           **(b) The provisions of subdivision (3) of subsection 4 of this section shall not apply**  
72 **to the interests of the beneficiary with a disability; and**

73           **(c) Except as affected by any change to the interests of the beneficiary with a**  
74 **disability, the second trust, or if there are two or more second trusts, the second trusts in**  
75 **the aggregate, shall grant each other beneficiary of the first trust beneficial interests in the**  
76 **second trusts which are substantially similar to the beneficiary's beneficial interests in the**  
77 **first trust, unless such other beneficiary's interest is modified in accordance with the**  
78 **provisions of this section other than this subsection.**

79           **4. The following provisions apply to any exercise of the authority granted by subsection**  
80 **1 of this section:**

81           ~~(1) [The second trust may have as beneficiaries only one or more of those beneficiaries~~  
82 ~~of the first trust to or for whom any discretionary distribution may be made from the first trust~~  
83 ~~and who are proper objects of the exercise of the power, or one or more of those other~~  
84 ~~beneficiaries of the first trust to or for whom a distribution of income or principal may have been~~

85 ~~made in the future from the first trust at a time or upon the happening of an event specified under~~  
86 ~~the first trust;~~

87 ~~—— (2) Unless the exercise of such power is limited by an ascertainable standard, no trustee~~  
88 ~~of the first trust may exercise such authority to make a distribution from the first trust if:~~

89 ~~—— (a) Such trustee is a beneficiary of the first trust; or~~

90 ~~—— (b) Any beneficiary may remove and replace the trustee of the first trust with a related~~  
91 ~~or subordinate party to such beneficiary within the meaning of Section 672(c) of the Internal~~  
92 ~~Revenue Code;~~

93 ~~—— (3) Except if participating in a change that is needed for a distribution to any such~~  
94 ~~beneficiary under an ascertainable standard, no trustee shall exercise such authority to the extent~~  
95 ~~that doing so would have the effect either of:~~

96 ~~—— (a) Increasing the distributions that can be made in the future from the second trust to~~  
97 ~~the trustee of the first trust or to a beneficiary who can remove and replace the trustee of the first~~  
98 ~~trust with a related or subordinate party to such beneficiary within the meaning of Section 672(c)~~  
99 ~~of the Internal Revenue Code; or~~

100 ~~—— (b) Removing restrictions on discretionary distributions imposed by the instrument under~~  
101 ~~which the first trust was created;~~

102 ~~—— (4) In the case of any trust contributions which have been treated as gifts qualifying for~~  
103 ~~the exclusion from gift tax described in Section 2503(b) of the Internal Revenue Code, by reason~~  
104 ~~of the application of Section 2503(c), the governing instrument for the second trust shall provide~~  
105 ~~that the beneficiary's remainder interest shall vest no later than the date upon which such interest~~  
106 ~~would have vested under the terms of the governing instrument for the first trust;~~

107 ~~—— (5) The exercise of such authority may not reduce any income interest of any income~~  
108 ~~beneficiary of any of the following trusts:~~

109 ~~—— (a) A trust for which a marital deduction has been taken for federal tax purposes under~~  
110 ~~Section 2056 or 2523 of the Internal Revenue Code or for state tax purposes under any~~  
111 ~~comparable provision of applicable state law;~~

112 ~~—— (b) A charitable remainder trust under Section 664 of the Internal Revenue Code;~~

113 ~~—— (c) A grantor retained annuity trust under Section 2702 of the Internal Revenue Code;~~

114 ~~or~~

115 ~~—— (d) A trust which has been qualified as a Subchapter S trust under Section 1361(d) of the~~  
116 ~~Internal Revenue Code or an electing small business trust under Section 1361(e) of the Internal~~  
117 ~~Revenue Code.] If the exercise of the authority granted by subsection 1 of this section is~~

118 **limited by an ascertainable standard and the trustee exercising such authority is a**  
119 **permissible distributee of the first trust under such standard, then:**

120 (a) The discretionary power under the trust instrument for the second trust to  
121 distribute income or principal to such trustee as a permissible distributee shall be subject  
122 to the same ascertainable standard as, or a more restrictive ascertainable standard than,  
123 such standard in the trust instrument for the first trust; and

124 (b) The trust instrument for the second trust shall not:

125 a. Modify a power of appointment granted to such trustee in the first trust; or

126 b. Grant a power of appointment to such trustee that did not exist in the first trust;

127 (2) An exercise of the authority granted by subsection 1 of this section is subject to  
128 the following limitations:

129 (a) If the first trust contains property that qualified, or would have qualified but  
130 for provisions of this section other than this subdivision, for a marital deduction for  
131 purposes of the gift or estate tax under the Internal Revenue Code of 1986, as amended,  
132 the trust instrument for the second trust shall not include or omit any term that, if included  
133 in or omitted from the trust instrument for the second trust, would have prevented the  
134 transfer from qualifying for the deduction, or would have reduced the amount of the  
135 deduction, under the same provisions of the Internal Revenue Code under which the  
136 transfer qualified;

137 (b) If the first trust contains property that qualified, or would have qualified but  
138 for provisions of this section other than this subdivision, for a charitable deduction for  
139 purposes of the income, gift, or estate tax under the Internal Revenue Code of 1986, as  
140 amended, the trust instrument for the second trust shall not include or omit any term that,  
141 if included in or omitted from the trust instrument for the second trust, would have  
142 prevented the transfer from qualifying for the deduction, or would have reduced the  
143 amount of the deduction, under the same provisions of the Internal Revenue Code under  
144 which the transfer qualified;

145 (c) If the first trust contains property that qualified, or would have qualified but  
146 for provisions of this section other than this subdivision, for the exclusion from the gift tax  
147 described in Section 2503(b) of the Internal Revenue Code of 1986, as amended, the trust  
148 instrument for the second trust shall not include or omit a term that, if included in or  
149 omitted from the trust instrument for the second trust, would have prevented the transfer  
150 from qualifying under Section 2503(b) of the Internal Revenue Code. If the first trust  
151 contains property that qualified, or would have qualified but for provisions of this section  
152 other than this subdivision, for the exclusion from the gift tax described in Section 2503(b)  
153 of the Internal Revenue Code, by application of Section 2503(c) of the Internal Revenue  
154 Code, the trust instrument for the second trust shall not include or omit a term that, if  
155 included or omitted from the trust instrument for the second trust, would have prevented

156 the transfer from meeting the requirements of Section 2503(c) of the Internal Revenue  
157 Code;

158 (d) If the property of the first trust includes shares of stock in an S corporation, as  
159 defined in Section 1361 of the Internal Revenue Code of 1986, as amended, and the first  
160 trust is, or but for provisions of this section other than this subdivision would be, a  
161 permitted shareholder under any provision of Section 1361 of the Internal Revenue Code,  
162 the trustee of the first trust may exercise such authority with respect to part or all of the  
163 S corporation stock only if the second trust receiving the stock is a permitted shareholder  
164 under Section 1361(c)(2) of the Internal Revenue Code. If the property of the first trust  
165 includes shares of stock in an S corporation and the first trust is, or but for provisions of  
166 this section other than this subdivision would be, a qualified subchapter-S trust within the  
167 meaning of Section 1361(d) of the Internal Revenue Code, the trust instrument for the  
168 second trust shall not include or omit a term that prevents the second trust from qualifying  
169 as a qualified subchapter-S trust; and

170 (e) If the first trust contains property that qualified, or would have qualified but  
171 for provisions of this section other than this subdivision, for a zero inclusion ratio for  
172 purpose of the generation-skipping transfer tax under Section 2642(c) of the Internal  
173 Revenue Code of 1986, as amended, the trust instrument for the second trust shall not  
174 include or omit a term that, if included in or omitted from the first trust, would have  
175 prevented the transfer to the first trust from qualifying for a zero inclusion ratio under  
176 Section 2642(c) of the Internal Revenue Code;

177 ~~[(6)]~~ (3) The exercise of such authority does not apply to trust property subject to a  
178 presently exercisable power of withdrawal held by a trust beneficiary to whom, or for the benefit  
179 of whom, the trustee has authority to make distributions, unless after the exercise of such  
180 authority, such beneficiary's power of withdrawal is unchanged with respect to the trust property;  
181 and

182 ~~[(7)]~~ (4) A spendthrift clause or a provision in the trust instrument that prohibits  
183 amendment or revocation of the trust shall not preclude the trustee from exercising the authority  
184 granted by subsection 1 of this section.

185 ~~[3-]~~ 5. At least sixty days prior to making a discretionary distribution under subsection  
186 1 of this section, the trustee of the first trust shall notify **the permissible distributees of the first**  
187 **trust and** the permissible distributees of the second trust~~], or the qualified beneficiaries of the~~  
188 ~~second trust if there are no permissible distributees of the second trust,]~~ of the distribution. A  
189 beneficiary may waive the right to the notice required by this subsection and, with respect to  
190 future distributions, may withdraw a waiver previously given.

191 [4-] 6. In exercising the authority granted by subsection 1 of this section, the trustee shall  
192 remain subject to all fiduciary duties otherwise imposed under the trust instrument and Missouri  
193 law.

194 [5-] 7. This section does not impose on a trustee a duty to exercise the authority granted  
195 by subsection 1 of this section in favor of another trust or to consider exercising such authority  
196 in favor of another trust.

197 **8. A second trust may have a duration that is the same as or different from the**  
198 **duration of the first trust. However, to the extent that property of the second trust is**  
199 **attributable to property of the first trust, the property of the second trust is subject to any**  
200 **rules governing maximum perpetuity, accumulation, or suspension of the power of**  
201 **alienation which apply to property of the first trust. The provisions of this subsection shall**  
202 **not preclude the creation of a general power of appointment in the trust instrument for a**  
203 **second trust as authorized by subdivision (5) of subsection 2 of this section.**

204 **9. In the event the trust instrument for the second trust in part does not comply**  
205 **with this section but would otherwise be effective under this section, the exercise of the**  
206 **power is effective and the following rules apply with respect to the principal of the second**  
207 **trust attributable to the exercise of the power:**

208 **(1) A provision in the trust instrument for the second trust which is not permitted**  
209 **under this section is void to the extent necessary to comply with this section; and**

210 **(2) A provision required by this section to be in the trust instrument for the second**  
211 **trust which is not contained in the trust instrument is deemed to be included in the trust**  
212 **instrument to the extent necessary to comply with this section.**

213 [6-] 10. This section is intended to codify and, from and after enactment, to provide  
214 certain limitations to the common law of this state, and this section applies to any trust governed  
215 by the laws of this state, including a trust whose principal place of administration is transferred  
216 to this state before or after the enactment of this section.

490.715. 1. No evidence of collateral sources, or payments rendered under subsection  
2 of this section, shall be admissible other than such evidence provided for in this section.

3 2. If prior to trial a defendant or his or her insurer or authorized representative, or any  
4 combination of them, pays all or any part of a plaintiff's special damages, then any portion of a  
5 plaintiff's claims for special damages that are satisfied by a payment from a defendant or the  
6 defendant's insurer or authorized representative, or any combination of them, are not recoverable  
7 from that defendant.

8 3. If such payments described in subsection 2 of this section are included in a plaintiff's  
9 claim for special damages at trial, the defendant who made the payment, or on whose behalf the

10 payment was made, shall be entitled to deduct and receive a credit for such payments from any  
11 judgment as provided for in section 490.710.

12 4. This section does not require the exclusion of evidence admissible for another proper  
13 purpose.

14 5. (1) Except as provided in subsection 2 of this section, ~~[parties]~~ **in any action wherein**  
15 **a plaintiff seeks to recover for personal injury, bodily injury, or death, any party** may  
16 introduce evidence of the actual cost of the medical care or treatment rendered to a plaintiff, or  
17 ~~[a patient whose care is at issue]~~ **to the person for whose injury or death plaintiff seeks to**  
18 **recover.** Actual cost of the medical care or treatment shall be reasonable, necessary, and a  
19 proximate result of the negligence or fault of any party.

20 (2) For purposes of this subsection, the phrase "actual cost of the medical care or  
21 treatment" shall be defined as a sum of money not to exceed the dollar amounts paid by or on  
22 behalf of a plaintiff, or a patient whose care is at issue **in a plaintiff's case**, plus any remaining  
23 dollar amount necessary to satisfy the financial obligation, **including valid outstanding liens**,  
24 for medical care or treatment by a health care provider after adjustment for any contractual  
25 discounts, price reduction, or write-off by any person or entity.

26 (3) **No party shall introduce evidence of the amount billed for medical care or**  
27 **treatment rendered to a plaintiff or a patient whose care is at issue in a plaintiff's case if**  
28 **the amount billed has been discounted pursuant to any contract, price reduction, or write**  
29 **off by any person or entity, or satisfied by payment of an amount less than the amount**  
30 **billed for that medical care or treatment.**

31 6. **The actual cost of medical care or treatment rendered to a plaintiff, or a patient**  
32 **whose care is at issue in a plaintiff's case, and discounts pursuant to any contract, price**  
33 **reduction, or write off shall be admissible evidence relevant to the potential cost of future**  
34 **treatment of the same type or kind to that plaintiff or patient whose care is at issue in a**  
35 **plaintiff's case.**

516.099. 1. **Any action to recover damages for economic loss, personal injury,**  
2 **property damage, or wrongful death arising out of a defective or unsafe condition of any**  
3 **product that is sold, leased, or otherwise placed in the stream of commerce, or arising out**  
4 **of the negligent design, manufacture, sale, or distribution of any such product shall be**  
5 **commenced within fifteen years of the date on which such product is first sold or leased to**  
6 **any person or otherwise placed into the stream of commerce.**

7 2. **This section shall apply to all actions falling within it, whether arising under the**  
8 **common law or by operation of statute; except that, if an action within this section is**  
9 **barred by another provision of law, such other provision of law shall govern.**

10 3. **This section shall not apply:**

11           **(1) To any action brought with respect to a product that is real property or an**  
12 **improvement to real property;**

13           **(2) If the person against whom an action is brought has knowingly concealed any**  
14 **defective or unsafe condition in the product that is the subject of the action, or has**  
15 **knowingly concealed any negligence in the product's construction, manufacture, sale,**  
16 **distribution, or placing into the stream of commerce, and if any matter so concealed**  
17 **directly resulted in the economic loss, personal injury, property damage, or wrongful death**  
18 **for which the action is brought;**

19           **(3) If a manufacturer, lessor, seller, or person who first placed a product in the**  
20 **stream of commerce against whom an action within this section is brought brings an action**  
21 **for indemnity or contribution against a person who is or may be liable to such person for**  
22 **all or any portion of any judgment rendered against such person, in which event such**  
23 **action for indemnity or contribution shall not be barred by this section;**

24           **(4) If a manufacturer, lessor, seller, or person who first placed a product in the**  
25 **stream of commerce has stated in a written warranty or an advertisement to the public that**  
26 **the product has an expected useful life for a period certain that is greater than fifteen**  
27 **years, in which event any action that is otherwise within this section and is not barred by**  
28 **any other provision of law shall be brought no later than two years following the expiration**  
29 **of that period certain;**

30           **(5) To any action regarding negligent service or negligent maintenance of a**  
31 **product;**

32           **(6) To any action regarding a defective or unsafe condition of a product if the**  
33 **product is subject to a government mandated product recall related to consumer safety,**  
34 **provided that the action shall be limited to the extent that the subject of the action and the**  
35 **underlying reason for the recall are the same;**

36           **(7) To any action regarding a defective or unsafe condition of a product causing a**  
37 **respiratory or malignant disease with a latency of more than fifteen years. No action shall**  
38 **be commenced under this subdivision based upon strict product liability, or negligence**  
39 **against a seller of a product, in which the product is alleged to contain or possess a**  
40 **defective condition unreasonably dangerous to the buyer, user, or consumer, unless such**  
41 **seller is also the manufacturer of the product claimed to be defective; or**

42           **(8) Notwithstanding subdivision (4) of this subsection, to any action against a**  
43 **manufacturer of a mechanical device where the harm occurred during the useful safe life**  
44 **of the product. In determining whether a product's useful safe life has expired, the trier**  
45 **of fact may consider:**

46           **(a) The amount of wear and tear to which the product had been subject;**



47           **(b) The effect of deterioration from natural causes, and from climate and other**  
 48 **conditions under which the product was used or stored;**

49           **(c) The normal practices of the user, similar users, and the product seller with**  
 50 **respect to the circumstances, frequency, and purposes of the product's use, and with**  
 51 **respect to repairs, renewals, and replacements;**

52           **(d) Any representations, instructions, or warnings made by the product**  
 53 **manufacturer concerning proper maintenance, storage, and use of the product or the**  
 54 **expected useful safe life of the product; and**

55           **(e) Any modification or alteration of the product by a user or third party.**

56           **4. This section shall apply to all civil actions commenced on or after August 28,**  
 57 **2021, or any new causes of action asserted in civil actions pending on that date; except that,**  
 58 **any cause of action falling within this section that accrued on or before August 28, 2021,**  
 59 **may, in any event, be brought no later than August 28, 2022, unless barred by another**  
 60 **provision of law.**

516.120. Within five years:

2           (1) All actions upon contracts, obligations or liabilities, express or implied, except those  
 3 mentioned in section 516.110 **and section 516.140**, and except upon judgments or decrees of a  
 4 court of record, and except where a different time is herein limited;

5           (2) An action upon a liability created by a statute other than a penalty or forfeiture;

6           (3) An action for trespass on real estate;

7           (4) An action for taking, detaining or injuring any goods or chattels, including actions  
 8 for the recovery of specific personal property~~], or for any other injury to the person or rights of~~  
 9 ~~another, not arising on contract and not herein otherwise enumerated];~~

10           (5) An action for relief on the ground of fraud, the cause of action in such case to be  
 11 deemed not to have accrued until the discovery by the aggrieved party, at any time within ten  
 12 years, of the facts constituting the fraud.

516.140. Within two years:

2           **(1) An action for libel, slander, injurious falsehood, assault, battery, false imprisonment,**  
 3 **criminal conversation, malicious prosecution or actions brought under section 290.140[-] ;**

4           **(2) An action by an employee for the payment of unpaid minimum wages, unpaid**  
 5 **overtime compensation or liquidated damages by reason of the nonpayment of minimum wages**  
 6 **or overtime compensation, and for the recovery of any amount under and by virtue of the**  
 7 **provisions of the Fair Labor Standards Act of 1938 and amendments thereto, such act being an**  
 8 **act of Congress, shall be brought within two years after the cause accrued;**

9           **(3) An action for any injury to the person or rights of another, not arising on**  
10 **contract and not otherwise provided for by law, including actions for personal injury or**  
11 **bodily injury;**

12           **(4) An action against an insurer relating to uninsured motorist coverage or**  
13 **underinsured motorist coverage, including any action to enforce such coverage.**

537.065. 1. Any person having an unliquidated claim for damages against a tort-feasor,  
2 on account of personal injuries, bodily injuries, or death[, provided that, such tort-feasor's insurer  
3 or indemnitor has the opportunity to defend the tort-feasor without reservation but refuses to do  
4 so,] may enter into a contract with such tort-feasor or any insurer on his or her behalf or both **if**  
5 **the insurer has refused to withdraw a reservation of rights or declined coverage for such**  
6 **unliquidated claim**, whereby, in consideration of the payment of a specified amount, the person  
7 asserting the claim agrees that in the event of a judgment against the tort-feasor, neither such  
8 person nor any other person, firm, or corporation claiming by or through him or her will levy  
9 execution, by garnishment or as otherwise provided by law, except against the specific assets  
10 listed in the contract and except against any insurer which insures the legal liability of the tort-  
11 feasor for such damage and which insurer is not excepted from execution, garnishment or other  
12 legal procedure by such contract. Execution or garnishment proceedings in aid thereof shall lie  
13 only as to assets of the tort-feasor specifically mentioned in the contract or the insurer or insurers  
14 not excluded in such contract. Such contract, when properly acknowledged by the parties  
15 thereto, may be recorded in the office of the recorder of deeds in any county where a judgment  
16 may be rendered, or in the county of the residence of the tort-feasor, or in both such counties, and  
17 if the same is so recorded then such tort-feasor's property, except as to the assets specifically  
18 listed in the contract, shall not be subject to any judgment lien as the result of any judgment  
19 rendered against the tort-feasor, arising out of the transaction for which the contract is entered  
20 into.

21           2. [~~Before a judgment may be entered against any tort-feasor after such tort-feasor has~~  
22 ~~entered into a contract under this section, the insurer or insurers shall be provided with written~~  
23 ~~notice of the execution of the contract and shall have thirty days after receipt of such notice to~~  
24 ~~intervene as a matter of right in any pending lawsuit involving the claim for damages]~~ **If any**  
25 **action seeking a judgment on the claim against the tort-feasor is pending at the time of the**  
26 **execution of any contract entered into under this section, then, within thirty days after such**  
27 **execution, the tort-feasor shall provide his or her insurer or insurers with a copy of the**  
28 **executed contract and a copy of any such action. If any action seeking a judgment on the**  
29 **claim against the tort-feasor is pending at the time of the execution of any contract entered**  
30 **into under this section but is thereafter dismissed, then, within thirty days after the refiling**  
31 **of that action or the filing of any subsequent action arising out of the claim for damages**

32 **against the tort-feasor, the tort-feasor shall provide his or her insurer or insurers with a**  
33 **copy of the executed contract and a copy of the refiled or subsequently filed action seeking**  
34 **a judgment on the claim against the tort-feasor. If no action seeking a judgment on the**  
35 **claim against the tort-feasor is pending at the time of the execution of any contract entered**  
36 **into under this section, then, within thirty days after the tort-feasor receives notice of any**  
37 **subsequent action, by service of process or otherwise, the tort-feasor shall provide his or**  
38 **her insurer or insurers with a copy of the executed contract and a copy of any action**  
39 **seeking a judgment on the claim against the tort-feasor.**

40 **3. No judgment shall be entered against any tort-feasor after such tort-feasor has**  
41 **entered into a contract under this section for at least thirty days after the insurer or**  
42 **insurers have received written notice as provided in subsection 2 of this section.**

43 **4. Any insurer or insurers who receive notice pursuant to this section shall have the**  
44 **unconditional right to intervene in any pending civil action involving the claim for damages**  
45 **within thirty days after receipt of such notice. Upon intervention pursuant to this section,**  
46 **the intervenor shall have all rights afforded to defendants under the Missouri rules of civil**  
47 **procedure and reasonable and sufficient time to meaningfully assert its position including,**  
48 **but not limited to, the right and time to conduct discovery, the right and time to engage in**  
49 **motion practice, and the right to a trial by jury and sufficient time to prepare for trial. No**  
50 **stipulations, scheduling orders, or other orders affecting the rights of an intervenor and**  
51 **entered prior to intervention shall be binding upon the intervenor. However, nothing in**  
52 **this section shall alter or reduce the intervening insurer's obligations to any insureds other**  
53 **than the tort-feasor, including any co-insureds of the defendant tort-feasor.**

54 **[3-] 5. The provisions of this section shall apply to any covenant not to execute or any**  
55 **contract to limit recovery to specified assets, regardless of whether it is referred to as a contract**  
56 **under this section.**

57 **6. All terms of any covenant not to execute or of any contract to limit recovery to**  
58 **specified assets, regardless of whether it is referred to as a contract under this section, shall**  
59 **be in writing and signed by the parties to the covenant or contract. No unwritten term of**  
60 **any covenant not to execute or of any contract to limit recovery to specified assets,**  
61 **regardless of whether it is referred to as a contract under this section, shall be enforceable**  
62 **against any party to the covenant or contract, the insurer of any party to the covenant or**  
63 **contract, or any other person or entity.**

64 **[4-] 7. Nothing in this section shall be construed to prohibit an insured from bringing a**  
65 **separate action asserting that the insurer acted in bad faith. In any such action for bad faith,**  
66 **any agreement between the tort-feasor and the claimant, including any contract under this**

67 section, shall be admissible in evidence. The exercise of any rights under this section shall  
68 not constitute, nor be construed to be, bad faith.

69 8. As used in this section, the term "insurer" shall include any entity authorized to  
70 transact liability insurance business in this state including, but not limited to, any liability  
71 insurance company organized, incorporated, or doing business pursuant to the provisions  
72 of chapter 379, any entity formed pursuant to section 537.620, any entity which is subject  
73 to sections 537.700 to 537.756, or any entity which provides risk management services to  
74 any public or private entity.

537.328. 1. As used in this section, the following terms mean:

- 2 (1) "Camping", all aspects of visiting, staying at, using, and leaving a private  
3 campground, including lodging of all types;
- 4 (2) "Inherent risks of camping", those dangers, hazards, or conditions that are an  
5 integral part of camping including, but not limited to, the following:
  - 6 (a) Features of the natural world, such as trees, tree stumps, naturally occurring  
7 infectious agents, roots, brush, rocks, mud, sand, standing and moving water, and soil;
  - 8 (b) Uneven and unpredictable terrain;
  - 9 (c) Natural bodies of water and accessories permitting the use of natural bodies of  
10 water, including piers, docks, swimming and aquatic sports, or recreation facilities or  
11 areas;
  - 12 (d) A lack of lighting, including lighting at campsites;
  - 13 (e) Campfires contained in or outside a fire pit or an enclosure provided by the  
14 private campground, bonfires, grass or brush fires, wildfires, and forest fires;
  - 15 (f) Weather and weather-related events;
  - 16 (g) Insects, birds, and other wildlife;
  - 17 (h) Animals of other campers or visitors that cause injury, unless the private  
18 campground owner or an employee or officer of the private campground owner has  
19 accepted responsibility for care of the animal;
  - 20 (i) A violation of safety rules or a disregard for signs or other methods of  
21 communicating warnings;
  - 22 (j) Another camper or visitor at the private campground acting in a negligent  
23 manner, if the private campground owner or an employee or officer of the private  
24 campground owner is not involved;
  - 25 (k) Actions by a camper or visitor that exceed his or her physical limitations or  
26 abilities;
  - 27 (l) Actions by a camper or visitor involving climbing, rappeling, caving,  
28 mountaineering, or any other related activity;

29 (m) Damage caused by fireworks from a camper, visitor, or offsite entity not  
30 authorized by the private campground owner or employee or officer of a private  
31 campground owner; and

32 (n) Any person coming onto the campsite not reported to the private campground  
33 owner or an employee or officer of the private campground owner;

34 (3) "Private campground", any parcel or tract of land, including buildings and  
35 other structures, that is owned or operated by a private property owner where five or more  
36 campsites are made available for use as temporary living quarters for recreational,  
37 camping, travel, or seasonal use. The term "private campground" shall also include  
38 recreational vehicle parks.

39 2. Except as provided in subsection 4 of this section, a private campground owner  
40 or an employee or officer of a private campground owner shall not be liable for acts or  
41 omissions related to camping at a private campground if a person is injured or killed or  
42 property is damaged as a result of an inherent risk of camping.

43 3. This section shall not apply to any employer-employee relationship governed by  
44 the provisions of chapter 287.

45 4. The provisions of subsection 2 of this section shall not prevent or limit liability  
46 of a private campground owner or an employee or officer of a private campground owner  
47 who:

48 (1) Intentionally causes the injury, death, or property damage;

49 (2) Acts with a willful or wanton disregard for the safety of the person or property  
50 damaged. As used in this subdivision, "willful and wanton" means conduct committed  
51 with an intentional or reckless disregard for the safety of others;

52 (3) Fails to use that degree of care that an ordinarily careful and prudent person  
53 would use under the same or similar circumstances; or

54 (4) Fails to conspicuously post warning signs of a dangerous, inconspicuous  
55 condition known to the owner of the private campground, or his or her employees or  
56 officers, on the property that the owner owns, leases, rents, or is otherwise in lawful control  
57 of or in possession of if the owner, employee, or officer is aware of the condition by reason  
58 of a prior injury involving the same location or the same mechanism of injury.

59

60 Such warning signs shall appear in black letters on a white background with each letter  
61 to be a minimum of one inch in height.

62 5. Every written contract entered into by a private campground owner or an  
63 employee or officer of a private campground owner shall contain, in clearly readable print,  
64 the warning notice specified in this subsection. The signs described in subdivision (4) of

65 subsection 4 of this section and contracts described in this subsection shall contain the  
66 following warning notice:

67 **"WARNING**

68 **Under Missouri law, a private campground owner or an employee or officer**  
69 **of a private campground owner is not liable for an injury to or the death of**  
70 **a person or any property damage resulting from the inherent risks of**  
71 **camping under the Revised Statutes of Missouri."**

**537.771. 1. In any civil action for personal injury, death, or property damage**  
2 **caused by a product, regardless of the type of claims alleged or the theory of liability**  
3 **asserted, the plaintiff shall prove, among other elements, that the defendant manufactured,**  
4 **sold, or leased the particular product the use of which is alleged to have caused the injury**  
5 **on which the claim is based and not a similar or equivalent product. Manufacturers,**  
6 **sellers, or lessors of products not identified as having been used, ingested, or encountered**  
7 **by an allegedly injured party shall not be held liable for any alleged injury. A person,**  
8 **firm, corporation, association, partnership, or other legal or business entity that designs,**  
9 **but does not manufacture, a product shall not be subject to liability for personal injury,**  
10 **death, or property damage caused by the manufacturer's product, even if use of the design**  
11 **is foreseeable.**

12 **2. This section shall not be intended to alter or affect any other principle of law,**  
13 **including those that apply to successor entities, distributors, component manufacturers,**  
14 **or manufacturers who use component parts in assembling products for sale as complete**  
15 **units or those that apply to the operation of a contract, including a licensing agreement.**

**537.880. 1. The provisions of sections 537.880 to 537.890 shall apply to asbestos**  
2 **actions filed on or after the effective date of such sections and to pending asbestos actions**  
3 **in which trial has not commenced as of such date.**

4 **2. The provisions of sections 537.880 to 537.890 shall not apply to asbestos actions**  
5 **filed by or on behalf for first responders. "First responder" shall be defined as any paid,**  
6 **volunteer, or retired firefighter, paramedic, or emergency medical technician.**

7 **3. As used in sections 537.880 to 537.890, unless the context clearly requires**  
8 **otherwise, the following words and terms shall mean:**

9 **(1) "Asbestos action", any claim for damages or other relief presented in a civil**  
10 **action arising out of, based on, or related to the health effects of exposure to asbestos and**  
11 **any derivative claim made by or on behalf of a person exposed to asbestos or a**  
12 **representative, spouse, parent, child, or other relative of that person, but does not include**  
13 **a claim for compensatory benefits under workers' compensation law or for veterans'**  
14 **benefits;**

15           (2) "Asbestos trust", a government-approved or court-approved trust, qualified  
16 settlement fund, compensation fund, or claims facility created as a result of an  
17 administrative or legal action or a court-approved bankruptcy, or created under 11 U.S.C.  
18 Section 524(g), 11 U.S.C. Section 1121(a), or other applicable provision of law, that is  
19 intended to provide compensation to claimants arising out of, based on, or related to the  
20 health effects of exposure to asbestos;

21           (3) "Asbestos trust claim", any claim for compensation by an exposed person or the  
22 exposed person's representative against any asbestos trust;

23           (4) "Claimant", any person bringing an asbestos action or asserting an asbestos  
24 trust claim, including a personal representative if the asbestos action or asbestos trust  
25 claim is brought by an estate, or a conservator or next friend if the asbestos action or  
26 asbestos trust claim is brought on behalf of a minor or legally incapacitated individual.  
27 "Claimant" includes a claimant, counter-claimant, cross-claimant, or third-party claimant;

28           (5) "Exposed person", any person whose exposure to asbestos or to asbestos-  
29 containing products is the basis for an asbestos claim;

30           (6) "Trust claim materials", a final executed proof of claim and all documents and  
31 information, including copies of electronic data and emails submitted to or received from  
32 an asbestos trust by the claimant, including claim forms and supplementary materials;  
33 proofs of claim; affidavits; depositions and trial testimony of the claimant and others  
34 knowledgeable about the claimant's exposure history, work history, exposure allegations,  
35 and medical and health records; all documents that reflect the status of a claim against an  
36 asbestos trust; and, if the claim has been settled, all documents relating to the settlement  
37 of the trust claim;

38           (7) "Trust governance document", all documents that relate to eligibility and  
39 payment levels, including claims payment matrices, trust distribution procedures, or plans  
40 for reorganization for an asbestos trust;

41           (8) "Veterans' benefits", a program for benefits in connection with military service  
42 administered by the Veterans' Administration under 38 U.S.C. Title 38;

43           (9) "Workers' compensation", a program administered by the United States or a  
44 state to provide benefits, funded by a responsible employer or its insurance carrier, for  
45 occupational diseases or injuries or for disability or death caused by occupational diseases  
46 or injuries. "Workers' compensation" includes the Longshore and Harbor Workers'  
47 Compensation Act, 33 U.S.C. Section 901 et seq., and the Federal Employees'  
48 Compensation Act, 5 U.S.C. Chapter 81. "Workers' compensation" does not include the  
49 Federal Employers' Liability Act of April 22, 1908, 45 U.S.C. Section 51 et seq.

537.882. 1. Within thirty days after an asbestos action is filed or within thirty days of the effective date of this section for asbestos actions that are pending on that effective date, the claimant shall:

(1) Provide the court and parties with a sworn statement signed by the claimant and claimant's counsel indicating that an investigation has been conducted and that all asbestos trust claims that can be made by the claimant or any person on the claimant's behalf have been completed and filed. A deferral or placeholder claim that is missing necessary documentation for the trust to pay the claim does not meet the requirements of this section. The sworn statement shall indicate whether there has been a request to delay, suspend, toll, withdraw, or otherwise alter the standing of any asbestos trust claim and provide the status and disposition of each asbestos trust claim;

(2) Provide all parties with all trust claim materials, including trust claim materials that relate to conditions other than those that are the basis for the asbestos action and including all trust claim materials from all law firms connected to the claimant in relation to exposure to asbestos. Documents provided under this subsection shall include an affidavit from the claimant certifying that the trust claim materials are true and complete;

(3) Produce all available trust claims filed by any individual other than the claimant if the claimant's asbestos trust claim is based on exposure to asbestos through that other individual and the materials are available to the claimant or claimant's counsel; and

(4) Provide the court and parties with a sworn statement signed by the claimant and claimant's counsel specifying the evidence that provides the basis for each claim against each defendant. The sworn information form shall include all of the following with specificity:

(a) The name, address, date of birth, marital status, occupation, smoking history, current and past worksites, and current and past employers of the exposed individual and any person through whom the exposed person was exposed to asbestos;

(b) Each individual through whom the exposed individual was exposed to asbestos and the exposed individual's relationship to each such individual;

(c) Each asbestos-containing product to which the individual, or the other person if exposure was through another person, was exposed to asbestos and each physical location at which the individual was exposed to asbestos, or the other person was exposed if exposure was through another individual;

(d) The identity of the manufacturer or seller of the specific asbestos product for each exposure;

(e) The specific location and manner of each exposure, including for any individual through whom the exposed individual was exposed to asbestos;



37 (f) The beginning and ending dates of each exposure, the frequency and length of  
38 the exposures, and the proximity of the asbestos-containing product or its use to the  
39 exposed person and any person through whom the exposed person was exposed to asbestos;

40 (g) The asbestos-related disease claimed to exist; and

41 (h) Any supporting documentation relating to the information required under this  
42 section.

43 2. The claimant shall have a continuing duty to supplement the statement and  
44 materials required to be provided under subsection 1 of this section within thirty days after  
45 the claimant files an additional asbestos trust claim, supplements an existing asbestos trust  
46 claim, receives additional trust claim materials related to any asbestos trust claim made  
47 against an asbestos trust, files an amended complaint, or receives additional information  
48 that is required to be disclosed under subdivision (4) of subsection 1 of this section.

49 3. The court, on motion by a defendant, shall dismiss the asbestos action without  
50 prejudice as to any defendant whose product or premises is not identified in the required  
51 disclosures set forth under subdivision (4) of subsection 1 of this section.

52 4. The court, on motion by a defendant, shall dismiss the asbestos action without  
53 prejudice if the claimant fails to comply with the requirements of sections 537.880 to  
54 537.890.

537.884. 1. No less than sixty days before the date the trial in an asbestos action is  
2 set to commence, if the defendant believes the claimant has not filed all asbestos trust  
3 claims as required by section 537.882, the defendant may move the court for an order to  
4 require the claimant to file additional trust claims. The motion shall identify the asbestos  
5 trust claims the defendant believes the claimant is eligible to file and include information  
6 supporting those asbestos trust claims.

7 2. Within ten days after the filing of the defendant's motion, the claimant shall:

8 (1) File the asbestos trust claims and produce all related trust claim materials; or

9 (2) File a written response with the court stating why there is insufficient evidence  
10 for the claimant to file the asbestos trust claims.

11 3. Within ten days of the claimant filing a written response to the defendant's  
12 motion, the court shall determine whether there is a sufficient basis for the claimant to file  
13 the asbestos trust claim identified in the defendant's motion.

14 4. If the court determines that there is a sufficient basis for the claimant to file an  
15 asbestos trust claim identified in the defendant's motion, the court shall order the claimant  
16 to file the asbestos trust claim and produce all related trust claim materials within ten days.  
17 If the claimant does not comply with the court's order, the asbestos action shall not proceed  
18 to trial until at least ninety days after the claimant complies with the court's order.

**537.886. 1. Trust claim materials and trust governance documents are presumed to be relevant and authentic and are admissible in evidence in an asbestos action. No claims of privilege apply to trust claim materials or trust governance documents.**

**2. A defendant in an asbestos action may seek discovery against an asbestos trust. The claimant shall not claim privilege or confidentiality to bar discovery. The claimant shall provide consent or any other expression of permission that may be required by the asbestos trust to release information and materials sought by the defendant.**

**3. Trust claim materials that are sufficient to entitle a claim to consideration for payment under the applicable trust governance documents may be sufficient to support a jury finding that the claimant was exposed to products for which the trust was established to provide compensation and that such exposure was a substantial contributing factor in causing the claimant's injury that is at issue in the asbestos action.**

**4. The parties in the asbestos action may introduce at trial any trust claim materials or trust governance documents to prove, without limitation, alternative causation for the exposed person's claimed injury, death, or loss to person; to prove that the bankrupt entity is a joint-tortfeasor, liable for the same injury or wrongful death for the purposes of section 537.060; or to prove issues relevant to an adjudication of the asbestos claim, unless the exclusion of the trust claim material is otherwise required by the rules of evidence. The jury shall not be informed of the specific amount of consideration paid by a trust to a claimant in settlement of a claim.**

**537.888. 1. If a claimant proceeds to trial in an asbestos action before an asbestos trust claim is resolved, there is a rebuttable presumption that the claimant is entitled to, and will receive, the compensation specified in the trust governance documents applicable to his or her claim at the time of trial. The court shall take judicial notice that the trust governance documents specify compensation amounts and payment percentages and shall establish an attributed value to the claimant's asbestos trust claims.**

**2. In an asbestos action in which damages are awarded and setoffs are permitted, a defendant is entitled to a setoff or credit in the amount the claimant has received from asbestos trusts and the amount of the valuation established under subsection 1 of this section. If multiple defendants are found liable for damages, the court shall distribute the amount of setoff or credit proportionally between the defendants according to the liability of each defendant.**

**3. In an asbestos action in which damages are awarded and a setoff is applied, the setoff or credit for an asbestos trust claim that has been resolved shall be the amount of the actual payment received by the claimant from the asbestos trust after application of any applicable payment percentages.**

537.890. 1. If, subsequent to obtaining a judgment in an asbestos action, a claimant files any additional asbestos trust claim with, or submits any additional asbestos trust claim to, an asbestos trust that was in existence at the time the claimant obtained judgment, the trial court, upon the filing of a motion by a defendant or judgment debtor, has jurisdiction and shall reopen the judgment in the asbestos action and adjust the judgment by the amount of any subsequent asbestos trust payments obtained by the claimant and order any other relief that the court considers just and proper.

2. A defendant or judgment debtor shall file any motion under this section within a reasonable time and no more than three years after the judgment was entered or taken.

620.2450. 1. A grant program is hereby established under sections 620.2450 to 620.2458 to award grants to applicants who seek to expand access to broadband internet service in unserved and underserved areas of the state. The department of economic development shall administer and act as the fiscal agent for the grant program and shall be responsible for receiving and reviewing grant applications and awarding grants under sections 620.2450 to 620.2458. Funding for the grant program established under this section shall be subject to appropriation by the general assembly.

2. Any funds allocated by the state for the purposes of the construction of broadband infrastructure shall be distributed by the state subject to the grant program established under this section unless a provision of sections 620.2450 to 620.2458 would not comply with a regulation placed on the receipt of such funds and would thus prohibit the expenditure of such funds.

3. As used in sections 620.2450 to 620.2458, the following terms shall mean:

(1) "Underserved area", a project area without access to wireline or fixed wireless broadband internet service of speeds of at least twenty-five megabits per-second download and three megabits per-second upload;

(2) "Unserved area", a project area without access to wireline or fixed wireless broadband internet service of speeds of at least ten megabits per-second download and one megabit per-second upload.

620.2456. 1. The department of economic development shall not award any grant to an otherwise eligible grant applicant where funding from the Connect America Fund or Rural Digital Opportunity Fund has been awarded, where high-cost support from the federal Universal Service Fund has been received by rate of return carriers, or where any other federal funding has been awarded which did not require any matching-fund component, for any portion of the proposed project area, nor shall any grant money be used to serve any retail end user that already has access to wireline or fixed wireless broadband internet service of speeds of at least twenty-five megabits per-second download and three megabits per-second upload.

9           2. No grant awarded under sections 620.2450 to 620.2458, when combined with any  
10 federal, state, or local funds, shall fund more than fifty percent of the total cost of a project.

11           3. No single project shall be awarded grants under sections 620.2450 to 620.2458 whose  
12 cumulative total exceeds five million dollars.

13           4. The department of economic development shall endeavor to award grants under  
14 sections 620.2450 to 620.2458 to qualified applicants in all regions of the state.

15           5. An award granted under sections 620.2450 to 620.2458 shall not:

16           (1) Require an open access network;

17           (2) Impose rates, terms, and conditions that differ from what a provider offers in other  
18 areas of its service area;

19           (3) Impose any rate, service, or any other type of regulation beyond speed requirements  
20 set forth in section 620.2451; or

21           (4) Impose an unreasonable time constraint on the time to build the service.

22           6. If a grant recipient fails to establish the speed requirements set forth in section  
23 620.2451, then the grant recipient shall return all grant moneys to the department.

Section B. Because of the immediate threat of government overreach to the residents of  
2 Missouri, section A of this act is deemed necessary for the immediate preservation of the public  
3 health, welfare, peace, and safety, and is hereby declared to be an emergency act within the  
4 meaning of the constitution, and section A of this act shall be in full force and effect upon its  
5 passage and approval.

Section C. The provisions of sections 516.120 and 516.140 of section A of this act shall  
2 only apply to any cause of action that accrues on or after August 28, 2021.

✓