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JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

MISSOURI NATIONAL EDUCATION ASSOCIATION, et al.	)	
Plaintiffs	)	
v.	)	Case No. 18SL-CC03310
MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS, et al.	)	
Defendants	)	

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING PRELIMINARY INJUNCTION

Before this Court is Plaintiffs' Motion for Preliminary Injunction seeking to enjoin the operation and enforcement of the legislation known as House Bill 1413 ("HB 1413"). Having reviewed the motion and the evidence and briefs submitted in support of and opposition to the motion, and having further heard legal argument, the Court hereby enters its Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

A. The Parties

1. The Plaintiffs to this action are seven labor unions that represent public-sector employees in Missouri:

   a. Plaintiff Missouri National Education Association ("MNEA") is an education association representing 35,000 educators, administrators and other persons working in public K-12 education and higher education through the state of Missouri. Ex. 7, ¶ 3.[1]

   b. Plaintiff Ferguson-Florissant National Education Association ("Ferguson-Florissant NEA") is the exclusive collective bargaining representative for full-

[1] Unless otherwise specified, exhibit references are to the unrebutted Affidavits to Plaintiffs' Motion for Preliminary Injunction.

Ferguson-Florissant School District. Ferguson-Florissant NEA was voluntarily recognized by Defendant Ferguson-Florissant School District and the two are parties to a collective-bargaining agreement in effect from July 1, 2018-June 30, 2019. Ex. 5, ¶¶ 4–5.

c. Plaintiff Hazelwood Association of Support Personnel ("Hazelwood ASP") is the exclusive bargaining representative for a unit of bus drivers employed by Defendant Hazelwood School District. Hazelwood ASP was certified as the bargaining representative by a State Board of Mediation ("SBM") election in 1988, and its collective-bargaining agreement with the Hazelwood School District is in effect from July 1, 2018-June 30, 2020. Ex. 3, ¶¶ 3–4, 7.

d. Plaintiff Laborers' International Union of North America, Local Union No. 42 ("LIUNA Local 42") is the exclusive bargaining representative of a twenty-member police officer unit employed by Defendant City of Bel-Ridge ("Bel-Ridge"). LIUNA Local 42 was voluntarily recognized by Bel-Ridge in May of 2018. The collective-bargaining agreement between LIUNA Local 42 and the City of Bel-Ridge is in effect from April 6, 2018-April 5, 2021. Ex. 6, ¶¶ 6–7.

e. Plaintiffs Miscellaneous Drivers, Helpers, Healthcare and Public Employees Union Local No. 610, International Brotherhood of Teamsters ("Teamsters Local 610") is the exclusive bargaining representative for 36 firefighters employed by Defendant Affton Fire Protection District and 21 police officers employed by Defendant City of Crestwood ("Crestwood"). Teamsters Local 610 was certified as the representative for the firefighters by an SBM election and was certified as the bargaining representative for Crestwood police officers through an election pursuant to Crestwood ordinances. Teamsters Local 610 has a collective-bargaining agreement with the Affton Fire Protection District that is in effect from January 1, 2016-December 31, 2020. Crestwood and Teamsters Local 610 are presently bargaining over a first collective-bargaining agreement. Ex. 2, ¶¶ 5–8.

f. Plaintiff International Union of Operating Engineers, Local 148 ("Operating Engineers Local 148") is the exclusive bargaining representative for 125 physical plant employees at Defendant St. Louis Community College. Operating Engineers Local 148 became the exclusive bargaining representative for these employees when it merged with another Operating Engineers local which had been certified by the SBM as the exclusive bargaining representative following an election. The collective-bargaining agreement between Operating Engineers Local 148 and St. Louis Community College is in effect from July 1, 2017-June 30, 2022. Ex. 4, ¶¶ 4–5.

g. Plaintiff Service Employees International Union Local 1 ("SEIU Local 1") represents a unit of 828 employee of the Department of Corrections and Defendants Department of Mental Health and the Missouri Veterans Commission. SEIU Local 1 was certified by the SBM as the bargaining representative for this multi-employer unit following a merger between it and another SEIU local. Its

most recent collective-bargaining agreement with the three employers expired on May 31, 2018. Ex. 1, ¶¶ 4–8.

2. Defendant Missouri Department of Labor and Industrial Relations ("the Department") is a department of the State of Missouri. The Department is responsible both for enforcing several of the provisions of HB 1413 that are challenged in this action, and for promulgating regulations to implement those provisions. *See, e.g.*, Sections 105.540, 105.595, RSMo.

3. Defendant State Board of Mediation ("SBM") is a State agency which is responsible both for enforcing several of the provisions of HB 1413 that are challenged in this action, and with promulgating regulations to implement those provisions. *See, e.g.,* Sections 105.525, 105.575, 105.598, RSMo.

4. Defendants Ferguson-Florissant School District, Hazelwood School District, City of Bel-Ridge, Affton Fire Protection District, City of Crestwood, St. Louis Community College, the Missouri Office of Administration, Missouri Department of Mental Health, and the Missouri Veterans Commission are "public bodies" under HB 1413 that employ public workers represented by the Plaintiffs. As public bodies, each of these Defendants plays a central role in implementing and enforcing many of the provisions of HB 1413 that are challenged in this action. *See, e.g.* Sections 105.575.1, 105.580.5, 105.585, 105.595 RSMo.

5. Defendant Robert McCulloch is the Prosecutor for St. Louis County and is responsible for enforcing the criminal penalties for failing to comply with HB 1413's reporting and recordkeeping requirements. *See* Sections 56.060.1, 105.555, RSMo.

B. Public-Sector Labor Relations Prior to HB 1413

6. Since 1945, the Missouri Constitution has provided that ***"employees shall have the right to organize and bargain collectively through representative of their own choosing."*** Mo. Const. art. I, § 29. [Emphasis added]. In *Independence-National Education Association v.*

Independence School District, 223 S.W.3d 131 (Mo. 2007), the Supreme Court recognized that the protections of Article I, Section 29 extend to all employees in the State, whether they work in the private or public sectors.

7. Prior to the August 28, 2018 effective date of HB 1413, the State's public-sector labor law, chapter 105, RSMo., provided collective-bargaining procedures for many public employees. In broad terms, that law ensured that covered public employees have the right to form and join labor organizations, to bargain with the employer "relative to salaries and other conditions of employment," and to have the results of that bargaining reduced to a written agreement. Sections 105.510–105.520, RSMo. (2017).

8. The State's pre-HB 1413 public-sector labor law did not cover certain categories of public-sector employees. *See* section 105.510, RSMo. (2017) (exempting "police, deputy sheriffs, Missouri state highway patrolmen, Missouri National Guard, all teachers of all Missouri schools, colleges and universities"). Nevertheless, those employees and their chosen union representatives retained the protections of Article I, Section 29 and frequently organized and bargained collectively under local ordinances or policies that satisfied constitutional standards. *See*, *e.g.*, Ex. 2, ¶¶ 7–8; Ex. 5, ¶¶ 3–5; Ex. 6, ¶¶ 6–7.

9. Under those pre-HB 1413 regimes of state and local law, Plaintiffs were the recognized as exclusive representatives of units of public employees. In some cases, that recognition came about through elections conducted by the SBM or another entity, in which support for union representation was based on whether the Plaintiff received a majority of the votes cast. Ex. 1, ¶¶ 4–5; Ex. 2, ¶¶ 5–7; Ex. 3, ¶ 4; Ex. 4, ¶ 4. In other cases, it came about through the employer's voluntary recognition of the union's representative status based on a credible showing of majority support by the employees. Ex. 5, ¶ 4; Ex. 6, ¶ 6. Both of these were

the usual means by which employees chose union representation at the time Article I, Section 29 became part of the Constitution in 1945. *See, e.g., Wallace Corp. v. NLRB*, 323 U.S. 248, 251 & n.1 (1944); *W. Union Tel. Co.*, 50 NLRB 729 (1943).

10. The status of Plaintiffs as the recognized exclusive representatives has continued since their original designation and approval by union members. Moreover, all of such collective-bargaining agreements provide that the Plaintiff shall continue to serve as the exclusive representative for the duration of the agreement. Ex. 1, ¶ 8; Ex. 2, ¶ 6; Ex. 3, ¶ 7; Ex. 4, ¶ 5; Ex. 5, ¶ 5; Ex. 6, ¶ 7.

11. Under the pre-HB 1413 regime of state and local law, Plaintiffs also negotiated and reached agreement on wages, benefits, and a broad array of terms and conditions of employment, including:

a. the deduction of union dues from members' paychecks;

b. issues related to employee hiring, promotion, assignment, direction, transfer, scheduling, discipline, and discharge;

c. paid release time for union officers and representatives to conduct certain union business, such as participating in collective bargaining negotiations;

d. various work rules and operating procedures related to employees' working conditions; and

e. how the terms of the agreement should be applied in times of fiscal emergencies.

Ex. 1, ¶ 8; Ex. 2, ¶ 6; Ex. 4, ¶ 5; Ex. 5, ¶ 6; Ex. 6, ¶ 6.

12. Under the pre-HB 1413 law, Plaintiffs could and did engage in traditional forms of political advocacy and protest to advance the substantive interests of their members, including:

a. spending general treasury funds to support or oppose political candidates and ballot measures;

b. transferring general treasury funds to their connected political action committees; and

c. engaging in peaceful, nondisruptive informational picketing and other demonstrations.

See, e.g., Ex. 2, ¶ 8; Ex. 4, ¶ 6

C. HB 1413 and its Effect on the Plaintiffs

13. On June 1, 2018, then-Governor Eric Greitens signed HB 1413 into law. This legislation, effective August 28, 2018, enacts a complete overhaul of Missouri public-sector labor relations. For many public-sector unions and the employees they represent, it changes how those unions are selected and retained by its members, it restricts the scope and conduct of collective bargaining, it imposes various restrictions on speech activities, and it creates broad new enforcement mechanisms.

14. HB 1413's provisions generally apply to "labor organizations," which include any organization "in which public employees participate and that exists for the purpose of . . . dealing with a public body or bodies concerning collective bargaining, grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work." Section 105.500(5), RSMo. A "public body," in turn, includes "the state of Missouri, or any officer, agency, department, bureau, division, board or commission of the state, or any other political subdivision or special district of or within the state." Section 105.500(6), RSMo.

15. Certain entities, however, are completely exempt from HB 1413's requirements. Most significantly, the provisions of HB 1413 "shall not apply" to "[p]ublic safety labor organizations and all employees of a public body who are members of a public safety labor organization." Section 105.503.2(1), RSMo. A "public safety labor organization" is an organization "wholly or primarily representing persons trained or authorized by law or rule to render emergency medical assistance or treatment, including, but not limited to, firefighters, ambulance attendants,

attendant drivers, emergency medical technicians, emergency medical technician paramedics, dispatchers, registered nurses and physicians, and persons who are vested with the power of arrest for criminal code violations including, but not limited to police officers, sheriffs, and deputy sheriffs." Section 105.500(8), RSMo. The provisions of HB 1413 also do not apply to the Department of Corrections or any of its employees. Section 105.503(2), RSMo.

16. None of the Plaintiffs qualify as a "public safety labor organization." Instead, they are ordinary "labor organizations" subject to all of HB 1413's provisions. This includes Plaintiff Teamsters Local 610 (which represents firefighters and police) and Plaintiff LIUNA Local 42 (which represents police). Because neither union "wholly or primarily" represent first-responder personnel, they do not qualify as "public safety labor organizations," and the first responders they represent are subject to all of HB 1413's provisions. Paradoxically, a bargaining unit of teachers or custodians represented by a traditional public safety labor organization like the International Association of Firefighters ("IAFF")would be exempt from HB 1413.

17. HB 1413 significantly alters the way in which non-public safety labor organizations like the Plaintiffs can be selected and retained as a bargaining representative for employees of a public body, essentially overriding the desires of members of the union. In particular:

a. Non-public safety labor organizations can no longer be voluntarily recognized as the representative; rather, these unions must undergo an initial SBM-administered election to obtain exclusive bargaining representative status. Section 105.575.1–.8, RSMo.

b. Once a non-public safety organization is initially certified as the exclusive representative, it must stand for a recertification election every three years. Section 105.575.12, RSMo.

c. In both the initial certification election and recertification election, a non-public safety organization prevails only by receiving a majority of votes from the entire unit of employees—not just the votes cast. In other words, non-votes are treated as "no" votes against the proposed representative. 105.575.8 RSMo.

d. For both the initial and recertification elections, non-public safety labor organizations are assessed a sliding scale fee of up to $2000 based on their size "for the purpose of paying for such election." Section 105.575.15.

First responders such as police and firefighters are subject to all of the foregoing restrictions if they are represented by non-public safety labor organizations like Teamsters Local 610 or LIUNA Local 42.

18. Public safety labor organizations, however, are not subject to these restrictions. Any employees (e.g. teachers or mechanics) may choose to be represented by a public safety labor organizations, as long as it continues to "primarily" represent first responders. An employer can *voluntarily* recognize such an organization as the representative of any group of non-first responders, thereby supplanting the will of the members. If the employer insists on an election, the traditional standard of a majority of the votes cast will apply. There will be no burdens and expense of triennial recertification elections that are required if the employees choose a non-first responder union.

19. HB 1413 also significantly alters the way in which non-public safety labor organizations conduct bargaining with a public body. In particular:

a. Any collective-bargaining agreement with a non-public safety labor organization must include clauses reserving to the public body (i) the right to hire, promote, assign, direct, transfer, discipline, and discharge employees and (ii) the right to make, amend, and rescind work rules and standard operating procedures. Section 105.585(1), RSMo.

b. Any collective bargaining agreement with a non-public safety labor organization must grant the public body the right to ***unilaterally*** modify the "economic terms" of the agreement if, for "good cause," the public employer "deems it necessary." Sections 105.585(6), RSMo.[2] [Emphasis added].

c. A non-public safety union must first ratify a tentative agreement before submitting it to the public body, at which point the public body may "approve the

[2] "Good cause" is not defined and is not limited to budget shortfalls, as required by the first sentence of §105.585(6), RSMo.

entire agreement or any part thereof," "return any rejected portion of the agreement to the parties for further bargaining," "adopt a replacement provision of its own design," or "state that no provision covering [a] topic . . . shall be adopted." Section 105.580.5.

d. Labor organization representatives and public employees are "expressly prohibited" from accepting reasonable compensation from the public body for "release time" for time spent on any "bargaining-related activity" on behalf of the union. Sections 105.580.4, 105.585(4), RSMo.

20. Exhibit 3 to Plaintiffs' Reply in support of their Motion for Preliminary Injunction displays graphically the effect of HB 1413 on the collective bargaining agreements covered by HB 1413. Red "X's" are marked through all of the provisions of the agreement between Plaintiff Operating Engineers Local 148 and St. Louis Community College that are no longer subject to bargaining under HB 1413.

21. In addition to restricting the subjects of bargaining for non-public safety labor organizations and their members, Section 105.580.5 of HB1413 permits employers to unilaterally change or eliminate terms agreed to at the bargaining table, rendering impotent the bargaining influence that the members of the union would normally exert.

22. Conversely, public safety labor organizations like IAFF or FOP—no matter what kind of employees they represent—are not subject to these restrictions on the topics or conduct of collective bargaining. They may negotiate over the full landscape of terms and conditions of employment (including personnel matters, work rules, the effect of financial emergencies, and release time). Moreover, they not required to ratify a tentative agreement before submitting it to the public body for potential revision or refusal to reach agreement over a topic. Exhibit 1 to Plaintiffs' Reply in support of their Motion for Preliminary Injunction dramatically displays the inequality imposed on non-public safety labor organizations compared to safety labor organizations with respect to the freedom to engage in bargaining with their employers.

23. HB 1413 also mandates that non-public safety employees be terminated from their livelihoods if they attempt to exercise their constitutional rights of free speech and association. Specifically, the following provisions declare as follows:

a. Any collective bargaining agreement with a non-public safety labor organization must "expressly prohibit . . . picketing of any kind" and must include a provision acknowledging that any public employee "who pickets over any personnel matter . . . shall be subject to immediate termination." Section 105.585(2), RSMo. [3]

b. A non-public safety labor organization may not engage in any conduct "intended to cause the removal or replacement of any designated representative by the public body." Section 105.580.2.[4]

c. A non-public safety labor organization cannot spend a member's dues on political contributions or expenditures without first obtaining the member's "informed, written or electronic, authorization," which must be renewed annually. Section 105.505.2, RSMo. Members cannot waive this authorization requirement, nor may the member's dues be increased in lieu of payments for contributions or expenditures. Section 105.505.3–.4, RSMo.

d. Members of a non-public safety labor organization cannot choose to pay dues to their union by payroll deduction without giving written or electronic authorization, which must be renewed on an annual basis. Section 105.505.1, RSMo.

e. Non-public safety labor organizations must comply with extensive recordkeeping and annual reporting requirements. Section 105.533.2, RSMo. The SBM has promulgated reporting forms and instructions for this requirement that include a financial reporting form with 21 associated schedules and 26 single-spaced pages of instructions. *See* Ex. 2 to Plaintiffs' Reply Brief in support of Motion for Prelim. Injunction. It is a criminal violation to make a false statement or material

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[3] Such prohibition goes well beyond the right to strike. A prohibition on public employees striking could be justified in light of the obligation of the public employer to promote the common welfare and regulation of activities that threaten the common good. Whereas, the right of the public employees and their union representatives to express their complaints of unfair labor practices and offensive personnel decisions is a blatant attempt to subjugate employees to the whims and caprices of the management, individual supervisors and other designated representatives of the public employer, free from the obligation to act in good faith.

[4] Under this provision, any complaint or report of offensive or prejudicial conduct or overt animosity to the union on the part of the employer's "designated representative" would be prohibited and, thereby, deprive the union from establishing that the employer is not bargaining in good faith.

> omission from a report, or to tamper with records supporting the report. Section 105.555, RSMo.

The police and firefighters represented by Teamsters Local 610 and LIUNA Local 42 are subject to all of the foregoing restrictions on speech and association. Public safety labor organizations like FOP and IAFF are not subject to these restrictions, no matter what kinds of employees they represent. They remain free to engage in peaceful informational picketing, may seek the removal of an employer's representative, can spend members' dues on political activities without advance annual authorization, can obtain payroll deductions of dues without securing annual authorization, and are free of any HB 1413's disclosure or recordkeeping requirements and their associated criminal penalties.

24. HB 1413 also includes broad enforcement mechanisms. Many of its core provisions may be enforced—not just by public bodies, the SBM, or local prosecutors—but by virtually any public entity or indeed citizen of the state, all of whom may bring a civil enforcement action in which a court may award damages, injunctive relief, and attorney fees. Section 105.595, RSMo. Public safety labor organizations are not subject to these enforcement mechanisms.

CONCLUSIONS OF LAW

25. Each Plaintiff has standing to bring this action on its own behalf, and associational standing to bring this action on behalf of its members who are employed by Defendants Ferguson-Florissant School District, Hazelwood School District, City of Bel-Ridge, Affton Fire Protection District, City of Crestwood, St. Louis Community College, the Missouri Office of Administration, Missouri Department of Mental Health, and Missouri Veterans Commission. Plaintiffs have shown through their unrebutted affidavits that (1) their members would have standing to sue in their own right, (2) the interests that the Plaintiffs seek to protect are germane to their purposes; and (3) neither the claims nor the relief sought require the participation of

individual members of the Plaintiff labor organizations. *Eastern Mo. Coal. of Police, Frat. Order of Police, Lodge 15 v. City of Chesterfield*, 386 S.W.3d 755, 759 (Mo. 2012); *St. Louis Assoc. of Realtors v. City of Ferguson,* 354 S.W.3d 620, 623 (Mo. banc 2011).

26. This Court may grant a preliminary injunction upon a showing that (1) Plaintiffs are likely to succeed on the merits of their claims; (2) Plaintiffs face a threat of irreparable harm absent the injunction; and (3) the balance of harms and public interest favor granting the requested relief. *State ex rel. Dir. of Rev. v. Gabbert*, 925 S.W.2d 838, 839 (Mo. 1996). This Court concludes that such a showing has been made here.

A. Plaintiffs are Likely to Succeed on the Merits

27. Plaintiffs assert three Constitutional challenges to the statutory scheme at issue in support of their motion for preliminary injunction:

i.) violation of their collective bargaining rights under Article I, Section 29 of the Missouri Constitution that provides: "***employees shall have the right to organize and to bargain collectively through representatives of their own choosing.***"

ii.) violation of their equal protection rights under Article I, Section 2 of the Missouri Constitution that provides that ***"all constitutional government is intended to promote the general welfare of the people; that all persons have a natural right to life, liberty, the pursuit of happiness and the enjoyment of the gains of their own industry; that all persons are created equal and are entitled to equal rights and opportunity under the law; that to give security to these things is the principal office of government, and that when government does not confer this security, it fails in its chief design.***"; and

iii.) violation of their rights of speech and association under Article I, Sections 8 and 9 of the Missouri Constitution which provide ***"that no law shall be passed impairing the freedom of speech, no matter by what means communicated: that every person shall be free to say, write or publish, or otherwise communicate whatever he will on any subject, being responsible for all abuses of that liberty"***; §8 and ***"that the people have the right peaceably to assemble for their common good, and to apply to those invested with the powers of government for redress of grievances by petition or remonstrance."*** §9.

28. This Court concludes that Plaintiffs are likely to succeed on each of these Constitutional challenges.

29. Significant to each of Plaintiffs' claims is the pervasive discrimination inextricably entangled throughout HB 1413. For instance, the statutory scheme violates the constitutional rights of members to be treated equally by favoring public-safety labor organizations like FOP and IAFF regardless of the duties of the employees that they represent. Conversely, its provisions encumbers non-public safety labor organizations, like Plaintiffs Teamsters Local 610 and LIUNA Local 42, who represent first responders. The result of the carve-out is to divide public-sector employees into two categories and to accord them dramatically different rights to "***bargain collectively through representatives of their own choosing***; "***freedom of speech, no matter by what means communicated***;" and "***the right peaceably to assemble for their common good, and to apply to those invested with the powers of government for redress of grievances by petition or remonstrance.***" Critically, the category a group of public employees falls into is determined entirely by how they exercise their constitutionally protected right to select and associate with a union to represent their interests. If a group of public employees—even one with

no public safety-related duties—chooses to associate with and be represented by a favored union that primarily represents public safety personnel, they will be entirely free of the restrictive yolk imposed by HB 1413. On the other hand, if a group of employees—even one consisting solely of public safety personnel—chooses to associate with Plaintiffs or any other union that does not primarily represent other public safety personnel, those employees and their union are subject to the full force and effect of the numerous impediments, burdens and restrictions of the statutory scheme mandated by the provisions of HB 1413.

(1) Claims under Article I, Section 29

30. There are three standards of judicial review for equal protection challenges to governmental classifications: the rational relationship test, the strict scrutiny test, and an intermediate test. *1 Ronald D. Rotunda et al., Treatise on Constitutional Law § 18.3 (1986).* "All involve consideration of the interests of the governmental entity that imposes the classification scheme." *See Witte v. Dir. of Revenue*, 829 S.W.2d 436, 439 n.1 (Mo. 1992).

31. The State Defendants claim that collective bargaining is not a fundamental right and, therefore, subject to merely a rational basis scrutiny. The Plaintiffs claim, however, that Article I, Section 29 protects fundamental rights that require a strict scrutiny analysis. Based upon longstanding Missouri jurisprudence, it is indisputable that Article I, § 29 protects rights that are fundamental. The Missouri Supreme Court has recognized that a right is fundamental if—like the right to collective bargaining protected in Article I, Section 29— is "explicitly . . . guaranteed by the Constitution." *Mahoney v. Doerhoff Surgical Servs., Inc.*, 807 S.W.2d 503, 512 (Mo. 1991).

32. In *Kerkemeyer v. Midkiff*, 299 S.W.2d 409, 414 (Mo. 1957), the Missouri Supreme Court expressly recognized that:

"the right of collective bargaining is a ***'fundamental or natural right'***, and statutes, where they exist, merely affirm and do not create this right. *56 C.J.S. Master and Servant, § 28(20)*. The benefits of this right necessarily extend to the employer as well as to the union, and ***it is axiomatic that this right of collective bargaining becomes a farce if the freedom of either party to promote and advance his own interest is subject to the consent and approval of his adversary***. *Id.* [Emphasis added].

The court in *Kuehner v. Kander*, 442 S.W.3d 224, 230 (W.D. Mo. App. 2014) also acknowledged that Article I, §29 of the Missouri Constitution confers a "fundamental right to collectively bargain."

33. Courts in other jurisdictions, that have similar constitutional protections, have concluded that collective bargaining is a fundamental right that mandates strict scrutiny. *See Hillsborough County. Govtl. Emps. Ass'v v. Hillsborough Cnty Aviation Auth.*, 522 So.2d 358, 362 (Fla. 1988) (collective bargaining right bestowed in Article I, § 6 of Florida Constitution is fundamental right requiring proof of compelling state interest to abrogate). The Missouri Supreme Court, in *Alpert v. State*, 543 S.W.3d 589, 598 (Mo. 2018), quoting *District of Columbia v. Heller*, 554 U.S. 570, 595 (2008), acknowledged that "if all that was required to overcome [a constitutional] right was a ***rational basis***, [the constitutional right] would be redundant . . . and ***would have no effect.***" *Id.* at 598. [Emphasis added].

34. Under a strict scrutiny analysis, the statutory scheme set forth in HB 1413 is not presumed to be constitutional. Accordingly, the State bears the burden of establishing that the statutory scheme does not abridge constitutional rights. *See Witte v. Dir. of Revenue*, 829 S.W.2d

436, 439 n.2 (Mo. 1992). Consequently, the State must establish that a "compelling state interest" exists to justify the discriminatory classifications imposed upon the constitutional right to collectively bargain and that the legislative intent is "narrowly tailored" to accomplish that objective. *See Weinschenk v. State*, 203 S.W.3d 201, 211 (Mo. 2006).

35. Article I, §29 guarantees every employee "the right to organize and bargain collectively" and to do so "through representatives of their own choosing." These terms must be given their accepted meaning as of the time they became part of the Constitution in 1945. *See Am. Fed'n of Teachers v. Ledbetter*, 387 S.W.3d 360, 366 (Mo. 2012). Several of the challenged provisions of HB 1413 significantly burden both the right to collectively bargain and the right to choose a representative as those rights were understood in 1945. As a result, they are presumptively invalid. *See Witte v. Dir. of Revenue, supra* at 439, fn. 2.

36. The Constitutional right of employees to select a representative of their choosing is significantly impeded by the statutory scheme mandated by HB 1413. See Paragraph 17, a-d, *supra*. At the time Article I, §29 became part of the Constitution, it was well understood that "[f]reedom of choice" in the selection of a union representative was "the essence of collective bargaining." *Machinists Lodge No. 35 v. NLRB*, 311 U.S. 72, 79 (1940); *see also Baby Watson Cheesecake, Inc.*, 320 NLRB 779, 785 (1996) (employees deprived of freedom to choose if offered rewards for choosing one representative over another). In 1945, employees exercised that freedom of choice by acquiring recognition of an exclusive representative through (i) an election under the traditional standard of a majority of the votes cast or (ii) the employer's voluntary recognition of the representative based on a credible showing of majority support by the employees. *See, e.g., Wallace Corp.*, 323 U.S. at 251 & n.1; *W. Union Tel. Co.*, 50 NLRB at 729. A representative chosen by the majority of those voting was deemed to be exclusive and

permanent until a subsequent vote of the majority removed the representative. *See, e.g., Union Colonial Life Ins. Co.*, 65 NLRB 58 (1945).

37. HB 1413, therefore, burdens the of the right of members of the respective Plaintiff unions to self-determination by:

a. Prohibiting voluntary recognition and traditional majority-vote elections for selecting a non-public safety labor organization as a representative and instead imposes initial certification elections conducted under a skewed standard that deems all non-votes to be votes against representation;

b. Mandating that unions incur the expense and logistics of periodic recertification elections not required of public safety labor organizations when there exists no legitimate basis that the members are dissatisfied with their representation, and again requiring that all non-votes count as votes against representation; and

c. Interfering with freedom of choice in the selection of a representative by offering employees a vastly more favorable legal framework for selecting union representation and collective bargaining if they choose to associate with a public-safety labor organization over a non-public safety organization.

In particular, the absolute majority requirement contravenes the plain language of Article I, §29.[5] Employees have the right to select a representative "of their choosing." Treating non-votes as "no" votes is not consistent with free choice and does not pass a cursory strict scrutiny analysis.

38. Second, the right of Plaintiffs and their members to "bargain collectively" within the meaning of Article I, §29 is significantly burdened by the provisions of HB 1413 that restrict the topics of negotiations and alter the manner in which bargaining is conducted. When Article I, §29 became part of the Bill of Rights in 1945, the term "bargain collectively" was well understood to require negotiations over working conditions broadly defined—including such issues as promotion, assignment, discharge, schedule, work rules, and other similar topics. *See, e.g., NLRB v. Westinghouse Air Brake Co.*, 120 F.2d 1004, 1006 (3d Cir. 1941); *NLRB v. Reed &*

[5] This construct is a thinly veiled threat to undermine union representation when the prudence of the law would otherwise dictate silence to mean assent to the status quo.

Prince Mfg. Co., 118 F.2d 874, 881 (1st Cir. 1941). Likewise, it was understood that such bargaining must be conducted under an ongoing duty of "good faith" requiring a "present intention to reach an agreement" over the subjects of bargaining and an obligation to "match . . . proposals, if unacceptable, with counter-proposals." *Ledbetter*, 387 S.W.3d at 362, 366.

39. HB 1413 therefore burdens Plaintiffs' members' right to "bargain collectively" in a number of ways:

a. it entirely removes large swaths of basic working conditions—including personnel matters, work rules, and unions release time—from the topics that can be negotiated by a non-public safety union. By removing these topics, HB 1413 renders collective bargaining a nullity;

b. for the small number of issues that may be negotiated by a non-public safety labor organization, it enshrines bad faith bargaining into the law by allowing a public body, following the union's ratification of a tentative agreement, to pick-and-choose which provisions of that agreement will be adopted, to implement new provisions "of its own design," or to simply declare that no provision on a topic will be negotiated—all in contravention of the basic principles of "good faith" bargaining that prohibit unilateral imposition of working conditions under negotiation and flat refusals to bargain over working conditions, *see Ledbetter,* 387 S.W.3d at 462, 366; and

c. it allows a public body to unilaterally invalidate key economic provisions of a collective-bargaining agreement any time it "deems it necessary," in contravention of the basic principle that the right to collective bargaining precludes an employer from repudiating provision of an existing agreement, *see Independence-NEA*, 223 S.W.3d at 139–41.

24. Such a scheme is the epitome of ***a farce*** condemned in *Kerkemeyer v. Midkiff*, 299 S.W.2d 409, 414 (Mo. 1957), where the "***freedom of either party to promote and advance his own interest is subject to the consent and approval of his adversary***." *Id.* [Emphasis added].

25. For these reasons, the State Defendants have utterly failed to carried their burden of establishing that these significant infringements of the fundamental rights of Plaintiffs and their members under Article I, §29 to "bargain collectively through representatives of their own choosing" survive strict—or any meaningful level—of constitutional scrutiny.

26. As an initial matter, to survive strict or even intermediate constitutional scrutiny, the State Defendants must show that the alleged objective was the legislature's "actual purpose" and that this purpose has "a strong basis in evidence." *Shaw v. Hunt*, 517 U.S. 899, 908 n.4 (1996) (emphases added); *see also United States v. Virginia*, 518 U.S. 515, 533 (1996) (any justification offered to satisfy the strict- or intermediate-scrutiny analysis "must be genuine" and should be rejected out of hand if it is "hypothesized or invented post hoc in response to litigation"). Yet, HB 1413 contains no findings, no statement of purpose, nothing that purports to identify the compelling governmental interest it serves. *See Video Software Dealers Ass'n v. Webster*, 968 F.2d 684, 689 (8th Cir. 1992) (concluding that the Missouri Legislature's failure to create finding or a record made it "virtually impossible" for the state to justify a restriction subject to heightened constitutional scrutiny).

27. In any event, the State Defendants' proffered justifications for HB 1413's restrictions on Article I, Section 28 rights are all unpersuasive:

a. The State Defendants contend that the restrictions on the selection and retention of a non-public safety labor organization are justified by the need to ensure that the selection of a representative is done according to a sufficiently "transparent, accountable democratic procedure" to prevent collective bargaining from being "usurp[ed]" by "politically connected insiders." This appeal to supposedly "democratic" values rings hollow because, if similar procedures were applied to the state at large, our government would not become more accountable or transparent—it would grind to a halt. This is precisely why Missouri's Constitution, which exists "for the better government of the state," bases the exercise of democratic will on votes actually cast. Mo. Const. Preamble; *id.* art. IV, § 18; *id.* art. XII, § 2(b); *id.* art. III, § 52(b).

b. The State Defendants' reliance on *Wisconsin Education Association Council v. Walker*, 705 F.3d 640 (7th Cir. 2013), is not only misplaced, but in fact shows why HB 1413's selection and retention provisions do not survive scrutiny. There—in a state with no constitutional protection for collective bargaining—the court upheld election and recertification procedures that are essentially the same as those mandated by HB 1413. However, the court determined that such procedures were permissible only because nothing stood in the way of the state pursuing a policy that disapproved of public-sector collective bargaining and

aimed to make unionization as difficult as possible. *See id.* at 656 (explaining that the state could determine bargaining is "too costly for the state" and therefore use "arcane" election procedures as an alternative to "the outright elimination" of bargaining). In Missouri, by contrast, public-sector collective bargaining enjoys explicit constitutional protection, and the State cannot attempt to disfavor or disable the exercise of that right through a "procedural device [that would] necessarily produce a result which the State could not command directly." *Speiser v. Randall*, 357 U.S. 513, 526 (1958).

c. The State Defendants defend HB 1413's restrictions on the collective bargaining process by arguing that they "merely confirm[] that a tentatively negotiated agreement is not and cannot be final until it is ratified by the public body itself, not just its negotiator." But the plain language in HB 1413 provides no support for that reading. In particular, language that allows the employer to "*adopt* a replacement provision of its own design" uses the term "adopt" in its conventional sense of accepting something and putting it into effect. *See Black's Law Dictionary* 49 (6th ed. 1990) ("to accept . . . and put into effective operation"); *Merriam-Webster Online* ("to accept formally and put into effect"), https://www.merriam-webster.com/dictionary/adopt. Moreover, State Defendants' reading of the statute takes no account of the provision that explicitly allows a public body to refuse to bargain by exercising its authority to declare "that no provision covering [a] topic . . . shall be adopted." *See Hadlock v. Dir. of Rev.*, 860 S.W.2d 335, 337 (1993) ("[E]ach word, clause, sentence and section of a statute should be given meaning."). And, where the plain language of a statute expressly contradicts the Missouri constitution, a limiting construction cannot be used to save it. *See Asbury v. Lombardi*, 846 S.W.2d 196, 199 (Mo. 1993).

d. The State Defendants also defend HB 1413's restriction of the collective-bargaining process by claiming that public-sector unions and labor agreements "threaten to undermine . . . legislative prerogatives." This argument is directly foreclosed by the Supreme Court's decision in *Independence-NEA*, which recognizes that collective bargaining does not require a public employer to agree to any specific proposal by a union and that, as a result, the amount of legislative prerogative that is delegated by allowing negotiations on any particular topic is "of course, . . . none." 223 S.W.3d at 136.

28. In sum, a system like HB 1413—in which "very few conditions of employment are subject to meaningful bargaining, and the few conditions over which the parties can negotiate may be unilaterally abrogated by management"—does "not even give an illusion of collective bargaining." *Nat'l Treasury Employees Union v. Chertoff*, 452 F.3d 839, 858 (D.C. Cir. 2006)

(quotation marks omitted). Plaintiffs are, therefore, likely to succeed on their claims under Art. I, §29.

(2) Claims under Article I, Section 2

29. The Supreme Court has instructed lower courts to apply a two-step inquiry for determining the constitutionality of a legislative classification that is challenged as violating Article I, Section 2's guarantee of equal protection. The first step is to determine whether the classification "implicates a suspect class or impinges upon a fundamental right explicitly or implicitly protected by the Constitution." *Weinschenk*, 203 S.W.3d at 210. If it does, the court must decide in the second step whether the challenged classification can survive "strict scrutiny." *Id.* at 211.

30. In addition to burdening the fundamental right of collective bargaining, HB 1413 restricts the fundamental rights of speech and association protected by Article I, Sections 8 and 9 of Missouri Constitution. *See In re Marriage of Woodson*, 92 S.W.3d 780, 784 (Mo. 2003) (recognizing that the constitutional rights of speech, association, and political participation are among the "fundamental rights" that require strict scrutiny); *accord Labrayere v. Bohr Farms, LLC*, 458 S.W.3d 319, 331–32 (Mo. 2015). Instead, HB 1413 burdens freedom of association by conditioning the bargaining and representation rights of a group of employees on the identity of the union they seek to associate with.

31. HB 1413 is therefore akin to the discriminatory restriction struck down in *Brown v. Alexander*, 718 F.2d 1417 (6th Cir. 1983). That case involved a constitutional challenge to a statute granting public employees the option of payroll deductions for dues to "independent" unions but prohibiting deductions for any union that was affiliated with other unions. *Id.* at 1419. The court recognized that such a discriminatory restriction "directly limits freedom of

association between labor organizations, and their members or members of other such organizations, and thus it could restrain or restrict freedom of association, a fundamental . . . right." *Id.* at 1425. As a result, the court concluded that the classification was subject to strict scrutiny that it could not survive. *Id.* at 1425–26. HB 1413's discrimination against non-public safety labor organizations affects a far broader set of workplace rights that "strike[] at the heart of freedom of association" protected by Article I, Sections 8 and 9, and cannot be sustained. 718 F.2d at 1426.

32. HB 1413's discriminatory restrictions on speech and association also extend to several other areas where discriminatory restrictions are presumptively invalid:

a. By requiring non-public safety unions—and no other entity in the state—to obtain advance authorization from members before spending their funds on political activities, HB 1413 violates the basic proposition that, "in the context of political speech," the government may not "impose restrictions on certain disfavored speakers." *Citizens United v. Fed. Election Comm'n*, 558 U.S. 310, 340 (2010); *see also Iowa Right To Life Committee, Inc. v. Tooker*, 717 F.3d 576, 605–06 (8th Cir. 2013) (striking down legislation that imposed speaker-based requirement that corporations, but no other entities, submit a certification that its board authorized the political expenditure because it "impinge[d] upon the exercise of a fundamental right" and was "presumptively invidious").

b. By requiring non-public safety labor organizations—but not similarly situated public safety labor organizations—to submit to extensive mandatory recordkeeping and disclosure requirements, HB 1413 conflicts with the principle that even otherwise-permissible mandatory disclosure requirements are presumptively invalid if they "distinguis[h] among different speakers." *Nat'l Inst. of Family & Life Advocates v. Becerra*, 138 S. Ct. 2361, 2378 (2018); *see also Tooker*, 717 F.3d at 605–06 (striking down disclosure requirements for political advertisements that discriminated against certain speakers).

c. By requiring non-public safety labor organizations—but not similarly situated public safety labor organizations—to refrain traditional forms of labor protest such as peaceful informational picketing, HB 1413 violates equal protection by conditioning the exercise of "basic constitutional rights" on the identity of the speaker. *Carey v. Brown*, 447 U.S. 455, 466–67 (1980) (picketing is an exercise of "basic constitutional rights in their most pristine and classic form" that has "always rested on the highest rung of the hierarchy of" constitutional values); *see also Police Dep't of City of Chicago v. Mosley*, 408 U.S. 92, 99 (1972); *Karney v. Dep't of Labor & Indus. Rel.*, No. 1816-CV21851, slip. op. at 6–7 (Jackson County

Cir. Ct. Sept. 14, 2018) (Ex. 4 to Plaintiffs' Reply in support of their Motion for Preliminary Injunction).

33. The State Defendants have not carried their burden of showing that these significant infringements of equal protection rights of Plaintiffs and the members under Article I, Section 2 survive strict scrutiny. Again, the legislature made no record or findings setting forth the actual purpose for the discrimination against non-public safety labor organizations and their members. *See Shaw*, 517 U.S. at 908 n.4; *Video Software Dealers Ass'n*, 968 F.2d at 689.

34. In any event, the State Defendants' proffered justifications for the discrimination are all unpersuasive. The State Defendants argue that HB 1413's whole exemption for public safety labor organizations is justified by the need to avoid labor unrest by certain essential public-safety personnel that might otherwise result from changes in the public-sector labor laws. However, HB 1413 is not tailored to achieve that purpose. Because the exemption is based—not on the occupation or job classification of employees—but on the identity of the union they seek to associate with, it is "wildly underinclusive." *Brown v. Entm't Merchants Ass'n*, 564 U.S. 786, 802 (2011). After all, several of the Plaintiffs in this action represent essential personnel like police and firefighters, and yet are subject to HB 1413's restrictions because of the union they chose to represent them. Moreover, it is telling that HB 1413 exempts public-safety labor organizations and their members from the very strike and picketing restrictions that would seem central to advancing the State Defendants' asserted interest in preventing disruptions and labor unrest by public-safety personnel.

35. Plaintiffs are, therefore, likely to succeed on their claims under Article I, Section 2.

(3) Claims under Article I, Sections 8 and 9

36. Article I, Sections 8 and 9 protect the rights of speech and association with regard to both political and employment matters. *See Knox v. SEIU Local 1000*, 567 U.S. 298, 321–22 (2012); *Parkway Sch. Dist. v. Parkway Ass'n of Educ. Support Pers.*, 807 S.W.2d 63, 66–67 (Mo. 1991). Several of the challenged provisions of HB 1413 significantly burden the exercise of those rights by Plaintiffs and their members.

37. First, HB 1413 places discriminatory burdens on core political speech by prohibiting Plaintiffs and other non-public safety labor organizations from using any portion of a member's dues to make either a political "contribution" or "expenditure" without first obtaining the member's "informed, written or electronic authorization," which must be renewed annually. Section 105.505.2, RSMo. This requirement not only singles out non-public safety labor organizations for disfavored treatment that applies to no other entity in the state, it impermissibly "reaches deep into the mechanics of [their] own self-governance" and "dictate[s] the terms and circumstances under which [they are] permitted to express political opinion." *Sindicato Puertorriqueno de Trabajadores v. Fortuno*, 699 F.3d 1, 12 (1st Cir. 2012).

38. Second, HB 1413 places discriminatory burdens on the right to engage in peaceful non-disruptive informational picketing protected by Article I, Sections 8 and 9. *See Carey*, 447 U.S. at 466–67 (picketing is an exercise of "basic constitutional rights in their most pristine and classic form" that has "always rested on the highest rung of the hierarchy of" constitutional values); *see also City of Webster Groves v. Inst'l & Pub. Emp. Union*, 540 S.W.2d 162 (E.D. Mo. App. 1975) (affirming injunction against disruptive picketing, but noting that injunction preserved opportunities for peaceful, non-disruptive picketing). Contrary to the State Defendants' suggestion, this restriction is not limited to picketing in support of a strike or other

work stoppage. Disruptive picketing is already proscribed under the definition of "strike" (which broadly includes "any . . . form of interference with the operations of any public body"), so the State Defendants' proposed construction would effectively read the further restriction on "picketing of any kind" out of the statute. Section 105.585(2), RSMo.; *see also Hadlock*, 860 S.W.2d at 337 (requiring that meaning be given to "each word, clause, sentence and section of a statute"). Moreover, the term "picket" is understood in both legal settings and common usage to include nondisruptive protests that merely "publicize a labor dispute." *Black's Law Dictionary* 1147; *see also Merriam-Webster Online* (defining picket as a "protest *or* strike involving pickets" and giving as an example "the union often pickets the plant as well, but it is strictly an informational picket publicizing the nature of the controversy"), https://www.merriam-webster.com/dictionary/picket. This Court agrees with the Circuit Court of Jackson County in the case of *Karney v. Department of Labor and Industrial Relations*, which temporarily enjoined enforcement of Section 105.585(2), RSMo. on the grounds that its restrictions on core protected speech "palpably affronts fundamental law." No. 1816-CV21851, slip. op. at 6–7 (Ex. 4 to Plaintiffs' Reply in support of their Motion for Preliminary Injunction).

39. Third, HB 1413 places discriminatory burdens on non-public safety labor organizations by requiring them to record and disclose extensive information about their finances, activities, and associations. "[C]ompelled disclosure, in itself, can seriously infringe on privacy of association and belief" protected by the Constitution. *Buckley v. Valeo*, 424 U.S. 1, 64 (1976) (per curiam). That is particularly true of HB 1413's voluminous filing and record-keeping requirements. See Exhibit 2 to Plaintiffs' Reply in support of their Motion for Preliminary Injunction. In order to comply with constitutional principles of free speech, disclosure requirements cannot be "unjustified or unduly burdensome," "broader than reasonably

necessary," or address an asserted harm that is "purely hypothetical." *Nat'l Inst. of Family & Life Advocates*, 138 S. Ct. at 2377. HB 1413 appears designed to inflict onerous compliance obligations, especially for smaller unions like Plaintiff Hazelwood ASP that employ no professional staff. *See Federal Elec. Comm'n v. Mass. Citizens for Life, Inc.*, 479 U.S. 238, 254–55 (1986) ("Detailed recordkeeping and disclosure obligations. . . impose administrative costs that many small entities may be unable to bear" because "such duties require a far more complex and formalized organization than many small groups could manage").

40. The State Defendants have not carried their burden of showing that these significant infringements of the rights of Plaintiffs and the members under Article I, Sections 8 and 9 survive strict scrutiny. Yet again, the legislature made no record or findings setting forth the actual purpose for the discrimination against non-public safety labor organizations and their members. *See Shaw*, 517 U.S. at 908 n.4; *Video Software Dealers Ass'n*, 968 F.2d at 689. In any event, the State Defendants' proffered justifications for these restrictions are all unpersuasive. Whatever justification might be offered to support even-handed restrictions on speech and association, they cannot support the discriminatory ones found in HB 1413. The notion that some employees' representation by a non-public safety labor organization calls for extensive restrictions on core political speech and expressive association—while representation of the very same employees by a favored public safety labor organization does not—defies basic common sense and negates any suggestion that HB 1413 serves a compelling governmental interest sufficient to obliterate the fundamental constitutional rights of the members of the Plaintiff unions. *See City of Ladue v. Gilleo*, 512 U.S. 43, 52 (1994) (significant exemptions from even an otherwise legitimate regulation "diminish the credibility of the government's rationale" for the restriction).

41. Plaintiffs are, therefore, likely to succeed on their claims under Article I, Sections 8 and 9.

B. Plaintiffs Face Irreparable Harm in the Absence of a Preliminary Injunction

42. In the absence of a preliminary injunction, Plaintiffs' constitutional rights will be violated. This Court concludes that such a deprivation of constitutional rights is itself an irreparable harm sufficient to support a preliminary injunction. *See Elrod v. Burns*, 427 U.S. 347, 373 (1976).

43. Plaintiffs have also shown that HB 1413's implementation threatens to void their representational status, jeopardizes long-standing contractual protections, destroys good faith bargaining, and imposes onerous annual reporting. This Court concludes that all of these injuries are irreparable for purposes of a preliminary injunction because money damages are unavailable under the Missouri constitution and sovereign immunity would bar monetary recoveries in any event. *See Metro. St. Louis Sewer Dist. v. City of Bellefontaine Neighbors*, 476 S.W.3d 913, 921 (Mo. 2016); *Collins-Camden P'ship, L.P. v. County of Jefferson*, 425 S.W.3d 210, 214 (E.D. Mo. App. 2014).

C. The Balance of Harms and Public Interest Favor a Preliminary Injunction

44. Because the Plaintiffs have shown a likelihood of success on the merits, this Court concludes that both the balance of harms and public interest favor granting a preliminary injunction. The State Defendants have "no significant interest in the enforcement of a likely unconstitutional" law, and it is "always in the public interest to protect constitutional rights." Traditionalist *Am. Knights of Ku Klux Klan v. City of Desloge*, 914 F. Supp. 2d 1041, 1051 (E.D. Mo. 2012).

D. Severability and the Scope of the Injunction

45. Ordinarily the provisions of a piece of legislation are severable. *See* Section 1.140, RSMo. However, legislation must be voided in its entirety if the unconstitutional provisions are "essentially and inseparably connected" to the rest of the legislation or if the legislation is "incapable of being executed in accordance with the legislative intent" without the offending provisions. *Id.* That is the case with HB 1413. Not only has this Court determined that majority of the legislation's provisions are unconstitutional, but the unconstitutional classification that discriminates against non-public safety labor organizations unions while favoring public safety labor organizations unions without compelling state interest is so inextricably linked to the statutory scheme that the unconstitutional provisions predominate the entirety of the legislative intent to undermine the fundamental right of the Plaintiffs. This Court, therefore, concludes that it is appropriate to enjoin the operation and enforcement of HB 1413 in its entirety.

CONCLUSION AND ORDER

It is therefore ORDERED AND DECREED that the Defendants are hereby preliminarily enjoined from administering or enforcing any provision of HB 1413.

It is FURTHER ORDERED AND DECREED that this Order shall remain in effect until final judgment is rendered or superseded by further Court order.

It is FURTHER ORDERED AND DECREED that Plaintiffs shall post a bond in the amount of twenty-five dollars ($2,500.00) within three days of the date of this Order.

IT IS SO ORDERED.

3/8/19
DATE

HONORABLE JOSEPH WALSH, III
CIRCUIT JUDGE, Div. 17