

IN THE CIRCUIT COURT OF COLE COUNTY  
STATE OF MISSOURI

I.D, T.P., A.R., J.Z., and L.P.,

Plaintiffs,

v.

MICHAEL L. PARSON, in his official capacity  
As Governor of the State of Missouri,

Serve: 201 W. Capitol Ave., Rm. 216  
Jefferson City, MO 65101  
(573) 751-3222

And

ANNA S. HUI, in her official capacity as Director  
of the Missouri Department of Labor and  
Industrial Relations,

Serve: 421 E. Dunklin Street  
Jefferson City, MO 65102  
(573) 751-0504

And

SPENCER CLARK, in his official capacity as  
Acting Director of the Missouri Division of  
Employment Security,

Serve: 421 E. Dunklin Street  
Jefferson City, MO 65102  
(573) 751-0504

Defendants.

No.

Div.

**PETITION FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF**

COME NOW Plaintiffs I.D., T.P., A.R., J.Z., and L.P., by and through their attorneys, and for their Petition for Declaratory Judgment and Injunctive Relief state as follows:

## PRELIMINARY STATEMENT

1. By this Petition for Declaratory Judgment and Injunctive Relief, Plaintiffs challenge the decision of Missouri Governor Michael Parson and officials of the Missouri Department of Labor and Industrial Relations to terminate Missouri's participation in Federal Pandemic Unemployment Compensation Benefit programs on June 12, 2021, months in advance of the expiration of such programs under federal law.

2. Federal Pandemic Unemployment Compensation Benefits, authorized by the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and extended by federal law several times since then, include Pandemic Unemployment Assistance ("PUA") for workers not otherwise eligible for regular unemployment benefits; Pandemic Emergency Unemployment Compensation ("PEUC"), which extends regular unemployment benefits for workers who have exhausted them; and Federal Pandemic Unemployment Compensation ("FPUC"), which increases the amount of unemployment benefits that recipients receive each week. PUA, PEUC, and FPUC are available through September 6, 2021 under federal law.

3. The federal government pays the entire cost of the Federal Pandemic Unemployment Compensation Benefit programs and the costs of administering them.

4. Sections 288.340 and 288.020 of the Revised Statutes of Missouri divested Defendants of the legal authority to terminate Missouri's participation in Federal Pandemic Unemployment Compensation Benefit programs prior to their expiration under federal law.

5. As a consequence of Defendant's action challenged herein, Plaintiffs have lost hundreds to thousands of dollars in desperately needed Federal Pandemic

Unemployment Compensation Benefits. They find themselves precariously close to losing their housing and cars, being unable to feed themselves and their children, unable to pay for medical care, and getting further behind on all bills.

6. An estimated 147,890 Missourians have lost their Federal Pandemic Unemployment Compensation Benefits prematurely. The estimated value of these benefits in the aggregate is over \$770 million.<sup>1</sup>

7. Plaintiffs seek preliminary and permanent injunctive relief and a declaratory judgment that Defendants' early termination of the Federal Pandemic Unemployment Compensation Benefits programs violates §§288.340 and 288.020, RSMo.

### **THE PARTIES**

8. Plaintiff I.D. is a resident of St. Louis County, Missouri. She was a teacher with a religious school who was furloughed at the outset of the pandemic. She has actively sought employment since her furlough but has not found a comparable job.

9. Because I.D. worked for a religious school, she did not qualify for regular state unemployment benefits. Instead, she received PUA and supplemental FPUC benefits. Just before June 12, 2021, I.D. was receiving \$320 per week in PUA benefits and \$300 per week in FPUC benefits.

10. The PUA and FPUC benefits enabled I.D. to negotiate a payment plan on her COVID forbearance with her mortgage lender.

---

<sup>1</sup> The Century Foundation, "Fact Sheet: What's At Stake as States Cancel Federal Unemployment Benefits" (May 12, 2021) (<https://tcf.org/content/commentary/fact-sheet-whats-stake-states-cancel-federal-unemployment-benefits/?agreed=1&agreed=1>).

11. Due to the termination of her PUA and FPUC benefits, I.D. has defaulted on her COVID forbearance repayments and is facing foreclosure; she had to use her daughter's babysitting money to pay the water bill and prevent water from being shut off; and her car is about to be repossessed.

12. I.D. is married, and the family's sole income is her husband's regular unemployment and food stamps. The family is attempting to live on \$1,280 per month for a family of five.

13. Plaintiff T.P. is a resident of Warren County, Missouri. She has worked as a pet sitter and freelance musician for ten years. This income allowed her to rent a home for her disabled sister and herself, and provide the care her sister needs.

14. As a result of COVID, her music gigs evaporated. T.P. filed for unemployment for the first time in her life. She was approved for PUA and supplemental FPUC benefits. Just before June 12, 2021, she was receiving \$133 per week in PUA benefits and \$300 per week in FPUC benefits.

15. The termination of T.P.'s benefits has caused her significant stress. The only steady income she and her sister have is her sister's \$800 per month in Social Security Disability. That is not enough to pay rent, cover their other monthly bills, or pay for her sister's medications. Their roof is leaking and T.P. had to use what was left of her savings to fix it. She fears that she will not be able to afford for her sister to continue living with her. Her sister's only other option is to live in a community home, which would put her at an unacceptably high risk of getting COVID.

16. T.P. has been earning a small amount of money by providing care several hours a week for a friend's mother who has dementia. T.P. has also performed a few

musical jobs in the last few months. One gig this month will pay \$100. The availability of musical engagements is declining again due to the resurgence of COVID.

17. Even though T.P. is vaccinated, she is very afraid that if she performs the few musical engagements that are available in musical venues, she will bring COVID home to her frail sister and several of her grandchildren who are immunocompromised. Without more financial help, T.P. will not have any other choice than to take this risk.

18. A.R. lives in Washington County, Missouri with her six children. Prior to the COVID pandemic, she worked at a local restaurant for thirteen years.

19. Right before Missouri shut down due to COVID in March, 2020, the restaurant A.R. was working at fired every employee with plans to start over after the shutdown. However, the restaurant never reopened.

20. Without a way to support her kids, A.R. applied for and got regular state Unemployment Insurance (UI) benefits and supplemental Federal Pandemic Unemployment Compensation (FPUC) benefits. When her UI benefits were exhausted, she got Pandemic Emergency Unemployment Compensation (PEUC) and FPUC benefits. When her PEUC benefits were exhausted, she received Pandemic Unemployment Assistance (PUA) and FPUC benefits. In January, 2021, her PEUC benefits were reinstated due to new federal legislation. From January to June 12, 2021, A.R. received \$163 per week in PEUC benefits and \$300 per week in FPUC benefits.

21. Despite looking for other work, A.R. has not been able to find another job. Her only income is \$790 per month in Supplemental Security Income for one of her children and an adoption subsidy of \$634 per month for another child.

22. A.R. has a child with autism who has had to miss psychiatry and behavioral therapy appointments because A.R. cannot afford to pay. A.R. is close to losing her car because she cannot make the payments. She is behind on rent, but her landlord is working with her and has not yet filed for eviction. The only way for A.R. to buy food for her family is because of the new child tax credit payments in the amount of \$750 per month.

23. J.Z. lives in Washington County, Missouri with her husband who is disabled. Prior to the pandemic, she worked for five years as a server in a restaurant.

24. Starting at the end of March, 2020, her restaurant closed for six weeks due to COVID. During this time J.Z. received regular state Unemployment Insurance (UI) benefits.

25. The restaurant reopened in late April or early May, 2020, and J.Z. returned to work. However, she became very sick with a high fever and had to get tested for COVID and quarantine while waiting two weeks for the results. The restaurant fired her, claiming that she had abandoned her job. That was extremely upsetting to J.Z., because she was only trying to keep her coworkers safe.

26. J.Z. reapplied for UI benefits but was denied because the restaurant protested the claim. She was then approved for PUA benefits along with supplemental FPUC benefits. Just before June 12, 2021, she was receiving \$160 per week in PUA benefits and \$300 per week in FPUC benefits.

27. After her federal benefits ended, J.Z. and her husband only had his \$790 SSI check to live on. Her mother in law sometimes gives them a little bit of money. They have gone without food, been late paying the rent, and at one point their electricity was

turned off because they could not afford to pay the bill on time. They cannot always afford to pay for all twelve of her husband's medications, and they have had to postpone doctors' appointments because they do not have enough money for gas to drive there.

28. J.Z. has applied for jobs all around her area, but no one is hiring, likely because of the increase in COVID numbers in her county. Her town of 2,660 people recently had 102 residents test positive for COVID in a single day.

29. L.P. lives in St. Clair County, Missouri with her husband who is an immigrant from India, and their 16 year old daughter.

30. Prior to the pandemic, L.P. had worked as a manager of a retail store for about two years. Her employer gave her two months off to travel to India with her husband. They arrived in India in March, 2020.

31. While they were in India, her husband was offered and accepted a job as a city engineer in a town about 20 miles away from where they live.

32. Twelve days into their trip, India went on lockdown due to COVID. As a result, L.P. and her husband did not get back home until July, 2020, two months later than originally planned. After getting home, they had to quarantine for several more weeks.

33. L.P.'s husband's job offer was put on hold due to COVID, and he still has not been hired into the engineer job. Instead he is stocking shelves and earning about \$500 per week.

34. When L.P. returned to her job in August, 2020, the employer had cut all employees' hours. Whereas she had previously worked 45 hours per week, she was now reduced to 10-15 hours per week.

35. Because her hours were cut so drastically, L.P. qualified for part-time state Unemployment Insurance (UI) benefits. Her maximum weekly part-time UI benefit was about \$250, but the actual amount of her benefit varied week to week depending on her hours. Typically her UI benefit was about \$100 per week, and she also received Federal Pandemic Unemployment Compensation (FPUC) benefits.

36. When L.P.'s part-time UI benefits were exhausted, she got part-time Pandemic Emergency Unemployment Compensation (PEUC) benefits, along with FPUC benefits.

37. In April or May of 2021, L.P. had to recertify her eligibility with the Division of Employment Security. She qualified to restart part-time state UI benefits. Because of the steep drop in her earnings starting in August, 2020, her new maximum part-time UI benefit was \$138 per week. Her actual part-time UI benefit has varied from \$12 (in a week when she works 10 hours) to \$0 (in a week when she works 15 hours). L.P. continued to be eligible for FPUC benefits in the amount of \$300 per week until June 12, 2021 when the State terminated those benefits.

38. L.P. continues to receive a part-time UI benefit ranging from \$0 to \$12 per week depending on her hours worked. Her UI benefit will be exhausted around September 20, 2021, and it will not be extended by PEUC benefits as in the past.

39. Without her FPUC benefit, and with L.P. getting so few hours of work, she and her husband cannot afford to make their house payment and cover their expenses. L.P. has to find a full-time job or a second part-time job very soon.

40. L.P. has searched for a job near their home or even within 50 miles that would offer her more hours, but she has not found anything.



41. Next week L.P. has an interview at Walmart in Springfield, Missouri, over 100 miles away. If she gets the job, the family will have to move to Springfield, where her husband will be able to find a job as well. They will rent an inexpensive home and continue to make payments on their mortgage so they can return to their house one day. L.P.'s daughter is especially dreading the move, because she will have to leave her high school friends behind and start over in a new school.

42. Defendant Michael L. Parson is the Governor of the State of Missouri. He is sued in his official capacity.

43. Defendant Anna S. Hui is the Director of the Missouri Department of Labor and Industrial Relations. She is sued in her official capacity.

44. Defendant Spencer Clark is the Acting Director of the Missouri Division of Employment Security. He is sued in his official capacity.

### **JURISDICTION AND VENUE**

45. The Court has jurisdiction over this action pursuant to §527.010, RSMo.

46. Venue is proper in this Court pursuant to §508.010.2(1), as the Defendants' principal places of business are in Cole County.

### **FACTS**

#### **A. Missouri's Participation in CARES Act Federal Unemployment Benefits**

47. Since March of 2020, the United States has experienced an unprecedented public health crisis due to the COVID-19 pandemic. The pandemic resulted in mass layoffs and business closures across the United States and the State of Missouri.

48. As a response to the economic effects of the pandemic, Congress passed the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, which was signed into law on March 27, 2020. Pub. L. 116-136. Title II of the CARES Act was titled, “Relief for Workers Affected by Coronavirus Act,” and it is now codified at 15 U.S.C. §§9000, *et seq.*

49. Title II of the CARES Act temporarily enhanced unemployment insurance (“UI”) payments by establishing the following benefits:

a. Pandemic Unemployment Assistance (“PUA”) for workers who are not eligible for regular unemployment benefits and whose unemployment is caused by COVID-19. 15 U.S.C. §9021.

b. Pandemic Emergency Unemployment Compensation (“PEUC”), which extends regular unemployment compensation benefits (“UI”) for workers who have exhausted UI benefits. 15 U.S.C. §9025.

c. Federal Pandemic Unemployment Compensation (“FPUC”), which increased the amount of UI benefits by \$600 per week from March 27, 2020, through July 31, 2020. 15 U.S.C. §9023. FPUC is also included in the “weekly benefit amount” under PUA and PEUC. 15 U.S.C. 15 U.S.C. §9021(d)(1); 15 U.S.C. §9025(a)(4)(A).

50. PUA, PEUC, and FPUC are funded through the Unemployment Trust Fund authorized by the Social Security Act, 42 U.S.C. §§ 1101, 1104, and 1105. PUA benefits, including FPUC administration costs, are funded by 42 U.S.C. §§1104(a) and 1105(a). 15 U.S.C. §9021(g). PEUC benefits, including FPUC, are funded by 42 U.S.C. §§1104(a) and 1105(a), while PEUC administration costs are funded by 42 U.S.C. §1101(a). 15 U.S.C. §9025(d).

51. On December 26, 2020, the unemployment provisions in the CARES Act, including PUA and PEUC, were extended through March 14, 2021, by the Continued Assistance for Unemployed Workers Act of 2020 (“CAUWA”). Pub. L. No. 116-260, §200-01, 206. CAUWA reauthorized FPUC in the amount of \$300 per week, payable from December 26, 2020, through March 14, 2021. Pub. L. No. 116-260, §203.

52. On March 11, 2021, PUA, PEUC, and FPUC were extended through September 6, 2021, by the American Rescue Plan Act of 2021 (“ARPA”). Pub. L. No. 117-2, §§9011, 9013, 9016.

53. Funds have been appropriated by Congress and are available in the Unemployment Trust Fund to be received by eligible Missourians through the September 6 expiration of PUA, PEUC, and FPUC.

54. The CARES Act requires the U.S. Secretary of Labor to provide PUA benefits, including FPUC, “through agreements with States which, in the judgment of the Secretary, have an adequate system for administering such assistance through existing State agencies....” 15 U.S.C. §9021(b). PEUC benefits, including FPUC, are also administered through agreements between the states and the federal government. 15 U.S.C. §§9023(a), 9025(a).

55. On March 28, 2020, one day after the CARES Act became law, the Missouri Department of Labor and Industrial Relations (“DOLIR”) entered into an Agreement (“CARES Act Agreement”) with the U.S. Department of Labor on behalf of the State of Missouri, to carry out the provisions of Title II of the CARES Act, the Relief for Workers Affected by Coronavirus Act.

56. Paragraph XI of the CARES Act Agreement permitted either the State of Missouri or the U.S. Department of Labor to terminate its participation in Federal Pandemic Unemployment Compensation Benefit programs (including but not limited to PUA, PEUC, and FPUC) on thirty (30) days' written notice.

57. The Division of Employment Security ("DES") of DOLIR processes individual claims for unemployment insurance and distributes payment to eligible individuals. §288.030, RSMo.

58. DES was and is responsible for distributing federal PUA, PEUC, and FPUC money and processing claims through the online UInteract system. Prior to June 12, 2021, DES encouraged new claimants to enroll in these federal benefit programs through the UInteract online application.

59. Hundreds of thousands of Missouri residents were entitled to receive and did receive PUA, PEUC, and FPUC benefits between March, 2020 and June 12, 2021.

60. Plaintiff I.D. was and is eligible for PUA and FPUC benefits under 15 U.S.C. §§9021, 9023.

61. Plaintiff T.P. was and is eligible for PUA and FPUC benefits under 15 U.S.C. §§9021, 9023.

62. Plaintiff A.R. was and is eligible for PEUC and FPUC benefits under 15 U.S.C. §§9023, 9025.

63. Plaintiff J.Z. was and is eligible for PUA and FPUC benefits under 15 U.S.C. §§9021, 9023.

64. Plaintiff L.P. was and is eligible for FPUC benefits under 15 U.S.C. §9023.

**B. Defendants' Premature Termination of Federal Unemployment Benefit Programs in Contravention of Their Statutory and Constitutional Obligations**

65. On May 11, 2021, Defendant Governor Michael Parson ordered Defendant Anna Hui, Director of DOLIR, pursuant to Paragraph XI of the CARES Act Agreement, to notify the U.S. Department of Labor that Missouri would end its participation in all Federal Pandemic Unemployment Compensation Benefit programs effective June 12, 2021.

66. On May 11, 2021, Defendant Anna Hui notified the U.S. Department of Labor in writing that the Missouri Department of Labor and Industrial Relations would terminate the State's participation in Federal Pandemic Unemployment Compensation Benefit programs, including PUA, PEUC, and FPUC, effective June 12, 2021.

67. Defendant Spencer Clark, Interim Director of the Division of Employment Security, implemented the decisions of Defendants Parson and Hui by instructing DES staff to terminate PUA, PEUC, and FPUC benefits for thousands of unemployed Missourians, and to cease accepting new applications for federal benefits for periods after the week ending June 12, 2021.

68. Defendants' decision to prematurely terminate unemployed Missourians' participation in the PUA, PEUC, and FPUC programs before such programs expired under federal law contravenes §§288.340.1, and 288.020, RSMo.

69. Section 288.340.1, RSMo. provides:

**In the administration of this law, the division shall cooperate to the fullest extent consistent with the provisions of this law, with the United States Department of Labor**, shall make such reports in such form and containing such information as the Secretary of Labor may from time to time require; and shall comply with such directives as the Secretary of Labor may from time to time find necessary to assure the

correctness and verification of such reports; and shall comply with the regulations prescribed by the Secretary of Labor governing the expenditures of such sums as may be allotted and paid to this state under Title III of the Federal Social Security Act (42 U.S.C.A. Sec. 501 et seq.) for the purpose of assisting in the administration of this law....

(emphasis added).

69. Section 288.020, RSMo. provides:

1. **As a guide to the interpretation and application of this law, the public policy of this state is declared to be as follows: Economic insecurity due to unemployment is a serious menace to health, morals, and welfare of the people of this state resulting in a public calamity. The legislature, therefore, declares that in its considered judgment the public good and the general welfare of the citizens of this state require the enactment of this measure, under the police powers of the state, for compulsory setting aside of unemployment reserves to be used for the benefit of persons unemployed through no fault of their own.**

2. **This law shall be liberally construed to accomplish its purpose to promote employment security both by increasing opportunities for jobs through the maintenance of a system of public employment offices and by providing for the payment of compensation to individuals in respect to their unemployment.**

(emphasis added).

70. By prematurely terminating Missouri's participation in Federal Pandemic Unemployment Compensation Benefit programs, and preventing Missouri's unemployed citizens from receiving federal unemployment benefits at no cost to the State, Defendants violated the plain statutory mandate that they "**cooperate to the fullest extent** consistent with the provisions of this law, with the U.S. Department of Labor" in the administration of unemployment programs. §288.340.1, RSMo.

71. If there were any doubt about the proper interpretation of the phrase, "cooperate to the fullest extent," it is removed by the General Assembly's finding that "Economic insecurity due to unemployment is a **serious menace to health, morals,**

**and welfare of the people of this state resulting in a public calamity,**” and its mandate that, **“This law shall be liberally construed to accomplish its purpose to promote employment security... by providing for the payment of compensation to individuals in respect to their unemployment.”** §288.020, RSMo.

72. In administering the State’s unemployment program, DES and DOLIR are required to coordinate with the U.S. Department of Labor to the fullest extent to further the public policy articulated by the General Assembly. By leaving millions of dollars of Federal Pandemic Unemployment Compensation Benefits on the table, Defendants Hui and Clark have fundamentally betrayed their statutory mandate.

73. The Governor of Missouri “shall take care that the laws are... faithfully executed.” Mo. Const. art. IV, §2. By ordering Defendants Hui and Clark to abandon unemployed Missourians during a pandemic and leave millions of dollars of Federal Pandemic Unemployment Compensation benefits on the table, Defendant Parson has violated his Constitutional duty.

74. Four other state courts have recently entered temporary restraining orders and/or preliminary injunctions based on statutes similar to §§288.340.1 and 288.020, RSMo. The Maryland statute is almost identical to Missouri’s statute. See *D.A., et al. v. Hogan, et al.*, No. 24-C-21-002988 (Circuit Court for Baltimore City, Memorandum Opinion dated July 13, 2021). See also *T.L., et al. v. Holcomb*, Case No. 49D11-2106-PL-020140 (Marion Superior Court, Findings of Fact, Conclusions of Law, and Judgment, June 25, 2021); *Armstrong, et al. v. Hutchinson*, Case No. 60CV-21-4507 (Circuit Court of Pulaski County, July 28, 2021); and *Owens, et al. v. Zumwalt*, Case No.

CV-21-1703 (District Court of Oklahoma County, Order Granting Petitioners' Motion for Preliminary Injunction, August 9, 2021).

75. As a result of Defendants' breach of their statutory and constitutional duties, Plaintiffs and hundreds of thousands of other unemployed Missourians will be irreparably harmed by losing desperately needed funds to pay for their housing, medical expenses, utilities, transportation, and basic necessities of life in the midst of a pandemic. Some of these expenses, such as transportation, are necessary to obtaining and maintaining employment.

#### **CLAIM FOR DECLARATORY JUDGMENT**

76. Plaintiffs reallege and incorporate paragraphs 1 through 75 as if fully set forth herein.

77. By prematurely terminating Missouri's participation in federal Pandemic Unemployment Compensation Benefit programs months before the expiration of such programs under federal law, Defendants have violated their statutory duty to cooperate "to the fullest extent" with the U.S. Department of Labor in the administration of the federal programs, in the interests of combatting a "serious menace to health, morals, and welfare of the people of this state resulting in a public calamity." §§288.340.1, 288.020.1, RSMo.

79. In addition, Defendant Parson has violated his constitutional duty to "faithfully execute the laws." Mo. Const. art. IV, §2.

80. If Defendants are not ordered to immediately resume their participation in Federal Pandemic Unemployment Compensation Benefit programs prior to the



expiration of such programs on September 6, 2021, and if they are not ordered to pay retroactive<sup>2</sup> PUA, PEUC, and FPUC benefits to Plaintiffs and thousands of others like them, Plaintiffs and countless others will suffer irreparable harm in the form of foreclosure, eviction, forced moves, repossession, inability to obtain medical care, and inability to pay for basic necessities like food, utilities, car payments, and gas.

81. Delayed payment of benefits now overdue as a result of Defendants' termination of the State's participation in Federal Pandemic Unemployment Compensation Benefit programs until after a ruling on the merits cannot adequately compensate Plaintiffs and thousands of others for the immediate and dire consequences they face.

82. Plaintiffs are likely to succeed on the merits.

83. The balance of harms favors Plaintiffs. Continuing payment of Federal Pandemic Unemployment Compensation Benefits costs the State nothing, as the federal government covers the costs of the benefits and their administration. These funds have already been appropriated by Congress and are available in the Unemployment Trust Fund to be received by eligible Missourians. 15 U.S.C. §§9021(g)(1)(B), 9023(d)(3), 9025(d)(1)(B). Reinstating access to these benefits returns Plaintiffs to the status quo that existed in one form or another since December 27, 2020. The State is neither harmed nor inconvenienced by continued distribution of

---

<sup>2</sup> The U.S. Department of Labor has made clear in its "Unemployment Insurance Program Letter 14-21, Change 1" (pages 7-8, paragraph f) that retroactive benefits are available at least under the PUA program if a State rescinds its termination of participation. On information and belief, unemployment claimants in the State of Indiana have succeeded in obtaining retroactive PEUC and FPUC benefits as well, following the entry of a preliminary injunction in the case of *T.L. et al. v. Holcomb*, Case No. 49D11-2106-PL-020140 (Marion Superior Court, June 25, 2021).

CARES Act benefits until September 6. The harm to Plaintiffs created by the loss of benefits far outweighs any inconvenience to the State.

84. Enjoining the State to reinstate its participation in the Federal Pandemic Unemployment Compensation Benefits programs needed by Plaintiffs and thousands of eligible Missourians like them is not contrary to the public interest, but rather in furtherance of the public interest.

WHEREFORE, Plaintiffs request that the Court:

(1) Enter a Temporary Restraining Order and/or Preliminary Injunction prior to September 6, 2021:

(a) Requiring Defendants to rescind their termination of the State's participation in the PUA, PEUC, and FPUC benefit programs; and

(b) Requiring Defendants to reinstate Plaintiffs' PUA, PEUC, and/or FPUC benefits for which they are eligible from the date of the Court's preliminary order prospectively until September 6, 2021, and further requiring Defendants to pay retroactive PUA, PEUC, and/or FPUC benefits for which they are eligible to Plaintiffs for the period between June 12, 2021 and the date of the Court's preliminary order (to the extent such retroactive benefits are available from the U.S. Department of Labor);

(2) Enter a Declaratory Judgment that by terminating Missouri's participation in Federal Pandemic Unemployment Compensation Benefit programs, the Defendants violated their statutory duties under §§288.340.1 and 288.020, RSMo. to cooperate to the fullest extent with the U.S. Department of Labor in the administration of such programs, in the interest of combatting a "serious menace to health, morals, and welfare

of the people of this state resulting in a public calamity,” and that Defendant Parson violated his constitutional duty to “faithfully execute the laws”;

(3) Enter a Permanent Injunction requiring Defendants to rescind their termination of the State’s participation in the PUA, PEUC, and FPUC benefit programs; and requiring Defendants to reinstate Plaintiffs’ PUA, PEUC, and/or FPUC benefits for which they are eligible from the date of the Court’s preliminary order prospectively until September 6, 2021, and further requiring Defendants to pay retroactive PUA, PEUC, and/or FPUC benefits for which they are eligible to Plaintiffs for the period between June 12, 2021 and September 6, 2021 (to the extent such retroactive benefits are available from the U.S. Department of Labor); and

(4) Award Plaintiffs their costs and such other relief as is just and proper.

Respectfully submitted,

SCHUCHAT, COOK & WERNER

/s/ Loretta K. Haggard

Loretta K. Haggard (Mo.Bar #38737)

Christopher N. Grant (Mo.Bar #53507)

555 Washington Ave., Suite 520

St. Louis, MO 63101

(314) 621-2626

Fax: (314) 621-2378

[lkh@scwattorney.com](mailto:lkh@scwattorney.com)

[cng@scwattorney.com](mailto:cng@scwattorney.com)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 11<sup>th</sup> day of August, 2021, the foregoing was served via e-mail upon the following:

John Sauer  
Solicitor General  
P.O. Box 899  
Jefferson City, MO 65102  
Tel: 573-751-9692  
Fax: (573) 751-9456  
[John.Sauer@ago.mo.gov](mailto:John.Sauer@ago.mo.gov)

*Attorney for Defendants*

/s/ Loretta K. Haggard