

SECOND REGULAR SESSION  
HOUSE COMMITTEE SUBSTITUTE FOR  
**HOUSE BILL NO. 3116**  
**103RD GENERAL ASSEMBLY**

6586H.02C

JOSEPH ENGLER, Chief Clerk

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**AN ACT**

To repeal sections 287.200, 287.470, 347.143, 347.186, 506.290, 510.030, and 515.625, RSMo, and to enact in lieu thereof sixteen new sections relating to civil jurisprudence.

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

Section A. Sections 287.200, 287.470, 347.143, 347.186, 506.290, 510.030, and  
2 515.625, RSMo, are repealed and sixteen new sections enacted in lieu thereof, to be known as  
3 sections 287.200, 287.470, 347.044, 347.143, 347.186, 506.290, 510.030, 510.500, 510.503,  
4 510.506, 510.509, 510.512, 510.515, 510.518, 510.521, and 515.625, to read as follows:

287.200. 1. Compensation for permanent total disability shall be paid during the  
2 continuance of such disability from the date of maximum medical improvement for the  
3 lifetime of the employee at the weekly rate of compensation in effect under this subsection on  
4 the date of the injury for which compensation is being made. The word "employee" as used  
5 in this section shall not include the injured worker's dependents, estate, or other persons to  
6 whom compensation may be payable as provided in subsection 1 of section 287.020. The  
7 amount of such compensation shall be computed as follows:

8 (1) For all injuries occurring on or after September 28, 1983, but before September  
9 28, 1986, the weekly compensation shall be an amount equal to sixty-six and two-thirds  
10 percent of the injured employee's average weekly earnings during the year immediately  
11 preceding the injury, as of the date of the injury; provided that the weekly compensation paid  
12 under this subdivision shall not exceed an amount equal to seventy percent of the state  
13 average weekly wage, as such wage is determined by the division of employment security, as  
14 of the July first immediately preceding the date of injury;

15 (2) For all injuries occurring on or after September 28, 1986, but before August 28,  
16 1990, the weekly compensation shall be an amount equal to sixty-six and two-thirds percent

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.

17 of the injured employee's average weekly earnings during the year immediately preceding the  
18 injury, as of the date of the injury; provided that the weekly compensation paid under this  
19 subdivision shall not exceed an amount equal to seventy-five percent of the state average  
20 weekly wage, as such wage is determined by the division of employment security, as of the  
21 July first immediately preceding the date of injury;

22 (3) For all injuries occurring on or after August 28, 1990, but before August 28, 1991,  
23 the weekly compensation shall be an amount equal to sixty-six and two-thirds percent of the  
24 injured employee's average weekly earnings as of the date of the injury; provided that the  
25 weekly compensation paid under this subdivision shall not exceed an amount equal to one  
26 hundred percent of the state average weekly wage;

27 (4) For all injuries occurring on or after August 28, 1991, the weekly compensation  
28 shall be an amount equal to sixty-six and two-thirds percent of the injured employee's average  
29 weekly earnings as of the date of the injury; provided that the weekly compensation paid  
30 under this subdivision shall not exceed an amount equal to one hundred five percent of the  
31 state average weekly wage;

32 (5) For all injuries occurring on or after September 28, 1981, the weekly  
33 compensation shall in no event be less than forty dollars per week.

34 2. Permanent total disability benefits that have accrued through the date of the injured  
35 employee's death are the only permanent total disability benefits that are to be paid in  
36 accordance with section 287.230. The right to unaccrued compensation for permanent total  
37 disability of an injured employee terminates on the date of the injured employee's death in  
38 accordance with section 287.230, and does not survive to the injured employee's dependents,  
39 estate, or other persons to whom compensation might otherwise be payable.

40 3. (1) All claims for permanent total disability shall be determined in accordance  
41 with the facts. When an injured employee receives an award for permanent total disability  
42 but by the use of glasses, prosthetic appliances, or physical rehabilitation the employee is  
43 restored to his or her regular work or its equivalent, the life payment mentioned in subsection  
44 1 of this section shall be suspended during the time in which the employee is restored to his or  
45 her regular work or its equivalent. The employer and the division shall keep the file open in  
46 the case during the lifetime of any injured employee who has received an award of permanent  
47 total disability. In any case where the life payment is suspended under this subsection, the  
48 commission may at reasonable times review the case and either the employee or the employer  
49 may request an informal conference with the commission relative to the resumption of the  
50 employee's weekly life payment in the case.

51 (2) **Upon the filing of a written agreement signed by the claimant and his or her**  
52 **attorney, the commission shall change the name, information, or fee arrangement of the**  
53 **attorney or law firm associated with the claimant's case.**

54           4. For all claims filed on or after January 1, 2014, for occupational diseases due to  
55 toxic exposure which result in a permanent total disability or death, benefits in this chapter  
56 shall be provided as follows:

57           (1) Notwithstanding any provision of law to the contrary, such amount as due to the  
58 employee during said employee's life as provided for under this chapter for an award of  
59 permanent total disability and death, except such amount shall only be paid when benefits  
60 under subdivisions (2) and (3) of this subsection have been exhausted;

61           (2) For occupational diseases due to toxic exposure, but not including mesothelioma,  
62 an amount equal to two hundred percent of the state's average weekly wage as of the date of  
63 diagnosis for one hundred weeks paid by the employer; and

64           (3) In cases where occupational diseases due to toxic exposure are diagnosed to be  
65 mesothelioma:

66           (a) For employers that have elected to accept mesothelioma liability under this  
67 subsection, an additional amount of three hundred percent of the state's average weekly wage  
68 for two hundred twelve weeks shall be paid by the employer or group of employers such  
69 employer is a member of. Employers that elect to accept mesothelioma liability under this  
70 subsection may do so by either insuring their liability, by qualifying as a self-insurer, or by  
71 becoming a member of a group insurance pool. A group of employers may enter into an  
72 agreement to pool their liabilities under this subsection. If such group is joined, individual  
73 members shall not be required to qualify as individual self-insurers. Such group shall comply  
74 with section 287.223. In order for an employer to make such an election, the employer shall  
75 provide the department with notice of such an election in a manner established by the  
76 department. The provisions of this paragraph shall expire on December 31, 2038; or

77           (b) For employers who reject mesothelioma under this subsection, then the exclusive  
78 remedy provisions under section 287.120 shall not apply to such liability. The provisions of  
79 this paragraph shall expire on December 31, 2038; and

80           (4) The provisions of subdivision (2) and paragraph (a) of subdivision (3) of this  
81 subsection shall not be subject to suspension of benefits as provided in subsection 3 of this  
82 section; and

83           (5) Notwithstanding any other provision of this chapter to the contrary, should the  
84 employee die before the additional benefits provided for in subdivision (2) and paragraph (a)  
85 of subdivision (3) of this subsection are paid, the additional benefits are payable to the  
86 employee's spouse or children, natural or adopted, legitimate or illegitimate, in addition to  
87 benefits provided under section 287.240. If there is no surviving spouse or children and the  
88 employee has received less than the additional benefits provided for in subdivision (2) and  
89 paragraph (a) of subdivision (3) of this subsection the remainder of such additional benefits  
90 shall be paid as a single payment to the estate of the employee;

91 (6) The provisions of subdivision (1) of this subsection shall not be construed to  
92 affect the employee's ability to obtain medical treatment at the employer's expense or any  
93 other benefits otherwise available under this chapter.

94 5. Any employee who obtains benefits under subdivision (2) of subsection 4 of this  
95 section for acquiring asbestosis who later obtains an award for mesothelioma shall not receive  
96 more benefits than such employee would receive having only obtained benefits for  
97 mesothelioma under this section.

287.470. 1. Upon its own motion or upon the application of any party in interest on  
2 the ground of a change in condition, the commission may at any time upon a rehearing after  
3 due notice to the parties interested review any award and on such review may make an award  
4 ending, diminishing or increasing the compensation previously awarded, subject to the  
5 maximum or minimum provided in this chapter, and shall immediately send to the parties and  
6 the employer's insurer a copy of the award. No such review shall affect such award as regards  
7 any moneys paid.

8 **2. Upon the filing of a written agreement signed by the claimant and his or her**  
9 **attorney and the new attorney, the commission shall change the name, information, or**  
10 **fee arrangement of the attorney or law firm associated with the claimant's case.**

**347.044. 1. Any person may apply to the secretary of state for a certificate of**  
2 **good standing for a domestic limited liability company or a foreign limited liability**  
3 **company.**

4 **2. A certificate of good standing for a domestic limited liability company shall**  
5 **include:**

6 **(1) The domestic limited liability company's name;**

7 **(2) When the limited liability company was formed;**

8 **(3) That the limited liability company was formed under the laws of this state;**

9 **and**

10 **(4) That the limited liability company has complied with all the requirements of**  
11 **the corporation division of the secretary of state.**

12 **3. A certificate of good standing for a foreign limited liability company shall**  
13 **include:**

14 **(1) The name of the limited liability company as registered in the company's**  
15 **home state;**

16 **(2) The name the foreign limited liability company uses in this state;**

17 **(3) The name of the state or jurisdiction the limited liability company was**  
18 **formed in; and**

19 **(4) That the limited liability company has complied with all the requirements of**  
20 **the corporation division of the secretary of state.**

21           **4. Subject to any qualification stated in the certificate, a certificate of good**  
22 **standing issued by the secretary of state shall be prima facie evidence that the domestic**  
23 **or foreign limited liability company exists and is authorized to transact business in this**  
24 **state.**

25           **5. Any person may apply to the secretary of state for a certificate of good**  
26 **standing for any individual domestic limited liability company series or a foreign limited**  
27 **liability company series.**

28           **6. A certificate of good standing for a domestic limited liability company series**  
29 **shall include:**

30           **(1) The domestic limited liability company series' name;**

31           **(2) When the limited liability company series was formed;**

32           **(3) That the limited liability company series was formed under the laws of this**  
33 **state; and**

34           **(4) That the limited liability company series has complied with all the**  
35 **requirements of the corporation division of the secretary of state.**

36           **7. A certificate of good standing for a foreign limited liability company series**  
37 **shall include:**

38           **(1) The name of the limited liability company series as registered in the**  
39 **company's home state;**

40           **(2) The name the foreign limited liability company series uses in this state;**

41           **(3) The name of the state or jurisdiction the limited liability company series was**  
42 **formed in; and**

43           **(4) That the limited liability company series has complied with all the**  
44 **requirements of the corporation division of the secretary of state.**

45           **8. Subject to any qualification stated in the certificate, a certificate of good**  
46 **standing issued by the secretary of state shall be prima facie evidence that the domestic**  
47 **or foreign limited liability company series exists and is authorized to transact business**  
48 **in this state.**

347.143. 1. A limited liability company may be dissolved involuntarily by a decree  
2 of the circuit court for the county in which the registered office of the limited liability  
3 company is situated in an action filed by the attorney general when it is established that the  
4 limited liability company:

5           (1) Has procured its articles of organization through fraud;

6           (2) Has exceeded or abused the authority conferred upon it by law;

7           (3) Has carried on, conducted, or transacted its business in a fraudulent or illegal  
8 manner; or

9 (4) By the abuse of its powers contrary to the public policy of the state, has become  
10 liable to be dissolved.

11 2. On application by or for a member, the circuit court for the county in which the  
12 registered office of the limited liability company is located may decree dissolution of a  
13 limited liability company [~~whenever~~] **if the court determines:**

14 (1) It is not reasonably practicable to carry on the business in conformity with the  
15 operating agreement;

16 (2) **Dissolution is reasonably necessary for the protection of the rights or**  
17 **interests of the complaining members;**

18 (3) **The business of the limited liability company has been abandoned;**

19 (4) **The management of the limited liability company is deadlocked or subject to**  
20 **internal dissension;**

21 (5) **The business operations of the limited liability company are substantially**  
22 **impaired; or**

23 (6) **Those in control of the limited liability company have been found guilty of, or**  
24 **have knowingly countenanced, persistent and pervasive fraud, mismanagement, or**  
25 **abuse of authority.**

347.186. 1. An operating agreement may establish or provide for the establishment  
2 of a designated series of members, managers, or limited liability company interests having  
3 separate rights, powers, or duties with respect to specified property or obligations of the  
4 limited liability company or profits and losses associated with specified property or  
5 obligations. To the extent provided in the operating agreement, any such series may have a  
6 separate business purpose or investment objective.

7 2. (1) Notwithstanding any other provisions of law to the contrary, the debts,  
8 liabilities, and obligations incurred, contracted for, or otherwise existing with respect to a  
9 particular series shall be enforceable against the assets of such series only, and not against the  
10 assets of the limited liability company generally or any other series thereof. Such particular  
11 series shall be deemed to have possession, custody, and control only of the books, records,  
12 information, and documentation related to such series and not of the books, records,  
13 information, and documentation related to the limited liability company as a whole or any  
14 other series thereof if all of the following apply:

15 (a) The operating agreement creates one or more series;

16 (b) Separate and distinct records are maintained for or on behalf of any such series;

17 (c) The assets associated with any such series, whether held directly or indirectly,  
18 including through a nominee or otherwise, are accounted for separately from the other assets  
19 of the limited liability company or of any other series;

20 (d) The operating agreement provides for the limitations on liabilities of a series  
21 described in this subdivision;

22 (e) Notice of the limitation on liabilities of a series described in this subdivision is  
23 included in the limited liability company's articles of organization; and

24 (f) The limited liability company has filed articles of organization that separately  
25 identify each series which is to have limited liability under this section.

26 (2) With respect to a particular series, unless otherwise provided in the operating  
27 agreement, none of the debts, liabilities, obligations, and expenses incurred, contracted for or  
28 otherwise existing with respect to a limited liability company generally, or any other series  
29 thereof, shall be enforceable against the assets of such series, subject to the provisions of  
30 subdivision (1) of this subsection.

31 (3) Compliance with paragraphs (e) and (f) of subdivision (1) of this subsection shall  
32 constitute notice of such limitation of liability of a series.

33 (4) A series with limited liability shall be treated as a separate entity to the extent set  
34 forth in the articles of organization. Each series with limited liability may, in its own name,  
35 contract, hold title to assets, grant security interests, sue and be sued, and otherwise conduct  
36 business and exercise the powers of a limited liability company under this chapter. The  
37 limited liability company and any of its series may elect to consolidate its operations as a  
38 single taxpayer to the extent permitted under applicable law, elect to work cooperatively, elect  
39 to contract jointly, or elect to be treated as a single business for the purposes of qualification  
40 or authorization to do business in this or any other state. Such elections shall not affect the  
41 limitation of liability set forth in this section except to the extent that the series have  
42 specifically accepted joint liability by contract. **Not later than January 31, 2027, each**  
43 **series shall be individually profiled, maintained, and searchable as a business entity on**  
44 **the secretary of state's business services website in the same manner that a non-series**  
45 **entity is profiled, maintained, and searchable.**

46 3. Except in the case of a foreign limited liability company that has adopted a name  
47 that is not the name under which it is registered in its jurisdiction of organization, as permitted  
48 under sections 347.153 and 347.157, the name of the series with limited liability is required to  
49 contain the entire name of the limited liability company and be distinguishable from the  
50 names of the other series set forth in the articles of organization. In the case of a foreign  
51 limited liability company that has adopted a name that is not the name under which it is  
52 registered in its jurisdiction of organization, as permitted under sections 347.153 and 347.157,  
53 the name of the series with limited liability must contain the entire name under which the  
54 foreign limited liability company has been admitted to transact business in this state.

55 4. (1) (a) Upon filing of articles of organization setting forth the name of each series  
56 with limited liability, in compliance with section 347.037 or amendments under section  
57 347.041, the series' existence shall begin.

58 (b) Each copy of the articles of organization stamped "Filed" and marked with the  
59 filing date shall be conclusive evidence that all required conditions have been met and that the  
60 series has been or shall be legally organized and formed under this section and is notice for all  
61 purposes of all other facts required to be set forth therein.

62 (c) The name of a series with limited liability under this section may be changed by  
63 filing articles of amendment with the secretary of state pursuant to section 347.041,  
64 identifying the series whose name is being changed and the new name of such series. If not  
65 the same as the limited liability company, the names of the members of a member-managed  
66 series or of the managers of a manager-managed series may be changed by an amendment to  
67 the articles of organization with the secretary of state.

68 (d) A series with limited liability under this section may be dissolved by filing with  
69 the secretary of state articles of amendment pursuant to section 347.041 identifying the series  
70 being dissolved or by the dissolution of the limited liability company as provided in section  
71 347.045. Except to the extent otherwise provided in the operating agreement, a series may be  
72 dissolved and its affairs wound up without causing the dissolution of the limited liability  
73 company. The dissolution of a series established in accordance with subsection 2 of this  
74 section shall not affect the limitation on liabilities of such series provided by subsection 2 of  
75 this section. A series is terminated and its affairs shall be wound up upon the dissolution of  
76 the limited liability company under section 347.045.

77 (e) Articles of organization, amendment, or termination described under this  
78 subdivision may be executed by the limited liability company or any manager, person, or  
79 entity designated in the operating agreement for the limited liability company.

80 (2) If different from the limited liability company, the articles of organization shall  
81 list the names of the members for each series if the series is member-managed or the names of  
82 the managers if the series is manager-managed.

83 (3) A series of a limited liability company shall be deemed to be in good standing as  
84 long as the limited liability company is in good standing. **A series of a limited liability**  
85 **company that is in good standing shall be able to obtain a stand-alone certificate of good**  
86 **standing from the secretary of state under section 347.044.**

87 (4) The registered agent and registered office for the limited liability company  
88 appointed under section 347.033 shall serve as the agent and office for service of process for  
89 each series in this state.

90 5. (1) An operating agreement may provide for classes or groups of members or  
91 managers associated with a series having such relative rights, powers, and duties as an

92 operating agreement may provide and may make provision for the future creation of  
93 additional classes or groups of members or managers associated with the series having such  
94 relative rights, powers, and duties as may from time to time be established, including rights,  
95 powers, and duties senior and subordinate to or different from existing classes and groups of  
96 members or managers associated with the series.

97 (2) A series may be managed either by the member or members associated with the  
98 series or by the manager or managers chosen by the members of such series, as provided in  
99 the operating agreement. Unless otherwise provided in an operating agreement, the  
100 management of a series shall be vested in the members associated with such series.

101 (3) An operating agreement may grant to all or certain identified members or  
102 managers, or to a specified class or group of the members or managers associated with a  
103 series, the right to vote separately or with all or any class or group of the members or  
104 managers associated with the series, on any matter. An operating agreement may provide that  
105 any member or class or group of members associated with a series shall have no voting rights  
106 or ability to otherwise participate in the management or governance of such series, but any  
107 such member or class or group of members are owners of the series.

108 (4) Except as modified in this section, the provisions of this chapter which are  
109 generally applicable to limited liability companies and their managers, members, and  
110 transferees shall be applicable to each particular series with respect to the operation of such  
111 series.

112 (5) Except as otherwise provided in an operating agreement, any event specified in  
113 this chapter or in an operating agreement that causes a manager to cease to be a manager with  
114 respect to a series shall not, in itself, cause such manager to cease to be a manager of the  
115 limited liability company or with respect to any other series thereof.

116 (6) Except as otherwise provided in an operating agreement, any event specified in  
117 this chapter or in an operating agreement that causes a member to cease to be associated with  
118 a series shall not, in itself, cause such member to cease to be associated with any other series,  
119 terminate the continued membership of a member in the limited liability company, or cause  
120 the termination of the series, regardless of whether such member was the last remaining  
121 member associated with such series.

122 (7) An operating agreement may impose restrictions, duties, and obligations on  
123 members of the limited liability company or any series thereof as a matter of internal  
124 governance, including, without limitation, those with regard to:

- 125 (a) Choice of law, forum selection, or consent to personal jurisdiction;  
126 (b) Capital contributions;  
127 (c) Restrictions on, or terms and conditions of, the transfer of membership interests;

128 (d) Restrictive covenants, including noncompetition, nonsolicitation, and  
129 confidentiality provisions;

130 (e) Fiduciary duties; and

131 (f) Restrictions, duties, or obligations to or for the benefit of the limited liability  
132 company, other series thereof, or their affiliates.

133 6. (1) If a limited liability company with the ability to establish series does not  
134 register to do business in a foreign jurisdiction for itself and its series, a series of a limited  
135 liability company may itself register to do business as a limited liability company in the  
136 foreign jurisdiction in accordance with the laws of the foreign jurisdiction.

137 (2) If a foreign limited liability company, as permitted in the jurisdiction of its  
138 organization, has established a series having separate rights, powers, or duties and has limited  
139 the liabilities of such series so that the debts, liabilities, and obligations incurred, contracted  
140 for, or otherwise existing with respect to a particular series are enforceable against the assets  
141 of such series only, and not against the assets of the limited liability company generally or any  
142 other series thereof, or so that the debts, liabilities, obligations, and expenses incurred,  
143 contracted for, or otherwise existing with respect to the limited liability company generally or  
144 any other series thereof are not enforceable against the assets of such series, then the limited  
145 liability company, on behalf of itself or any of its series, or any of its series on its own behalf  
146 may register to do business in this state in accordance with this chapter. The limitation of  
147 liability shall also be stated on the application for registration. As required under section  
148 347.153, the registration application filed shall identify each series being registered to do  
149 business in the state by the limited liability company. Unless otherwise provided in the  
150 operating agreement, the debts, liabilities, and obligations incurred, contracted for, or  
151 otherwise existing with respect to a particular series of such a foreign limited liability  
152 company shall be enforceable against the assets of such series only and not against the assets  
153 of the foreign limited liability company generally or any other series thereof, and none of the  
154 debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing with  
155 respect to such a foreign limited liability company generally or any other series thereof shall  
156 be enforceable against the assets of such series.

157 7. Nothing in sections 347.039, 347.153, or 347.186 shall be construed to alter  
158 existing Missouri statute or common law providing any cause of action for fraudulent  
159 conveyance, including but not limited to chapter 428, or any relief available under existing  
160 law that permits a challenge to limited liability.

506.290. 1. Any suit under the provisions of sections 506.200 to ~~506.320~~ **506.310**  
2 shall be filed in the county in which the cause of action accrues or in the county where the  
3 plaintiff resides, and if there be other defendants in such action who are residents of the state  
4 of Missouri, then such action shall be brought in any county in which any one of said

5 defendants resides, or in the county within which the plaintiff resides and the defendant may  
6 be found.

7 2. Any civil suit under the provisions of section 570.223 for a person charged with  
8 identity theft may be filed:

9 (1) In the county in which the offense is committed;

10 (2) If the offense is committed partly in one county and partly in another, or if the  
11 elements of the offense occur in more than one county, then in any of the counties where any  
12 element of the offense occurred;

13 (3) In the county in which the defendant resides;

14 (4) In the county in which the victim resides; or

15 (5) In the county in which the property obtained or attempted to be obtained was  
16 located.

510.030. 1. Upon motion of any party showing good cause therefor and upon notice  
2 to all other parties, the court in which an action is pending may:

3 (1) Order any party to produce and permit the inspection and copying or  
4 photographing, by or on behalf of the moving party, of any designated documents, papers,  
5 books, accounts, letters, photographs, objects, or tangible things, not privileged, which  
6 constitute or contain evidence material to any matter involved in the action and which are in  
7 his **or her** possession, custody, or control; or

8 (2) Order any party to permit entry upon designated land or other property in his **or**  
9 **her** possession or control for the purpose of inspecting, measuring, surveying, sampling, or  
10 photographing the property or any designated relevant object or operation thereon. The order  
11 shall specify the time, place, and manner of making the inspection and taking the copies and  
12 photographs and may prescribe such terms and conditions as are just.

13 2. A party may obtain without the required showing a statement concerning the action  
14 or its subject matter previously made by that party. For purposes of this subsection, a  
15 statement previously made is a written statement signed or otherwise adopted or approved by  
16 the person making it, or a stenographic, mechanical, electrical, audio, video, motion picture or  
17 other recording, or a transcription thereof, of the party or of a statement made by the party and  
18 contemporaneously recorded.

**510.500. Sections 510.500 to 510.521 shall be known and may be cited as the**  
2 **"Uniform Interstate Depositions and Discovery Act".**

**510.503. As used in sections 510.500 to 510.521, the following terms mean:**

2 (1) **"Foreign jurisdiction", a state other than this state;**

3 (2) **"Foreign subpoena", a subpoena issued under authority of a court of record**  
4 **of a foreign jurisdiction;**

5           (3) "Person", an individual, corporation, business trust, estate, trust,  
6 partnership, limited liability company, association, joint venture, public corporation,  
7 government or political subdivision, agency or instrumentality, or any other legal or  
8 commercial entity;

9           (4) "State", a state of the United States, the District of Columbia, Puerto Rico,  
10 the United States Virgin Islands, a federally recognized Indian tribe, or any territory or  
11 insular possession subject to the jurisdiction of the United States;

12           (5) "Subpoena", a document, however denominated, issued under authority of a  
13 court of record requiring a person to:

14           (a) Attend and give testimony at a deposition;

15           (b) Produce and permit inspection and copying of designated books, documents,  
16 records, electronically stored information, or tangible items in the possession, custody,  
17 or control of the person; or

18           (c) Permit inspection of premises under the control of the person.

**510.506. 1.** To request issuance of a subpoena under this section, a party shall  
2 submit a foreign subpoena to a clerk of court in the county in which discovery is sought  
3 to be conducted in this state. A request for the issuance of a subpoena under sections  
4 510.500 to 510.521 shall not constitute an appearance in the courts of this state.

5           **2.** If a party submits a foreign subpoena to a clerk of court in this state, the clerk,  
6 in accordance with such court's procedure, shall promptly issue a subpoena for service  
7 upon the person to which the foreign subpoena is directed.

8           **3.** A subpoena under subsection 2 of this section shall:

9           (1) Incorporate the terms used in the foreign subpoena; and

10           (2) Contain or be accompanied by the names, addresses, and telephone numbers  
11 of all counsel of record in the proceeding to which the subpoena relates and of any party  
12 not represented by counsel.

**510.509.** A subpoena issued by a clerk of court under section 510.506 shall be  
2 served in compliance with the Missouri supreme court rules of civil procedure and laws  
3 of this state.

**510.512.** The Missouri supreme court rules of civil procedure and laws of this  
2 state, and any amendments thereto, apply to subpoenas issued under section 510.506.

**510.515.** An application to the court for a protective order or to enforce, quash,  
2 or modify a subpoena issued by a clerk of court under section 510.506 shall comply with  
3 the Missouri supreme court rules of civil procedure and statutes of this state and be  
4 submitted to the court in the county in which discovery is to be conducted.

**510.518. In applying and construing sections 510.500 to 510.521, consideration shall be given to the need to promote uniformity of the law with respect to its subject matter among states that enact it.**

**510.521. Sections 510.500 to 510.521 apply to requests for discovery in cases pending on August 28, 2026.**

515.625. 1. Claims not disallowed by the court shall receive distribution under sections 515.500 to 515.665 in the order of priority under subdivisions (1) to (8) of this subsection and, with the exception of subdivisions (1) to (3) of this subsection, on a pro rata basis:

(1) Any secured creditor that is duly perfected under applicable law, whether or not such secured creditor has filed a proof of claim, shall receive the proceeds from the disposition of the estate property that secures its claim. However, the receiver may recover from estate property secured by a lien or the proceeds thereof the reasonable, necessary expenses of preserving, protecting, or disposing of the estate property to the extent of any benefit to a duly perfected secured creditor. If and to the extent that the proceeds are less than the amount of a duly perfected secured creditor's claim or a duly perfected secured creditor's lien is avoided on any basis, the duly perfected secured creditor's claim is an unsecured claim under subdivision (8) of this subsection. Duly perfected secured claims shall be paid from the proceeds in accordance with their respective priorities under otherwise applicable law;

(2) Actual, necessary costs, and expenses incurred during the administration of the receivership, other than those expenses allowable under subdivision (1) of this subsection, including allowed fees and reimbursement of reasonable charges and expenses of the receiver and professional persons employed by the receiver. Notwithstanding subdivision (1) of this subsection, expenses incurred during the administration of the estate have priority over the secured claim of any secured creditor obtaining or consenting to the appointment of the receiver;

(3) A secured creditor that is not duly perfected under applicable law shall receive the proceeds from the disposition of the estate property that secures its claim if and to the extent that unsecured claims are made subject to those liens under applicable law;

(4) Claims for wages, salaries, or commissions, including vacation, severance, and sick leave pay, or contributions to an employee benefit plan earned by the claimant within one hundred eighty days of the date of appointment of the receiver or the cessation of any business relating to the receivership, whichever occurs first, but only to the extent of ten thousand nine hundred fifty dollars;

(5) Unsecured claims, to the extent of two thousand four hundred twenty-five dollars for each natural person, arising from the deposit with the person debtor before the date of appointment of the receiver of money in connection with the purchase, lease, or rental of

33 estate property or the purchase of services for personal, family, or household use that were not  
34 delivered or provided;

35 (6) Claims for a marital, family, or other support debt, but not to the extent that the  
36 debt is assigned to another person, voluntarily, by operation of law, or otherwise; or includes  
37 a liability designated as a support obligation unless that liability is actually in the nature of a  
38 support obligation;

39 (7) Unsecured claims of governmental units for taxes which accrued prior to the date  
40 of appointment of the receiver;

41 (8) Other unsecured claims.

42 2. If all of the classes under subsection 1 of this section have been paid in full, any  
43 residue shall be paid to the debtor.

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