

**MISSOURI COURT OF APPEALS – WESTERN DISTRICT  
DIVISION IV  
GARY D. WITT, CHIEF JUDGE, PRESIDING  
W. DOUGLAS THOMSON, JUDGE  
ANDREA RAVENS VANDELOECHT, SPECIAL JUDGE  
OCTOBER 2, 2023  
SULLIVAN COUNTY COURTHOUSE  
MILAN, MISSOURI**

**WD85247**

**State of Missouri, Respondent,**

**v.**

**Marqus Andrew Wilson, Appellant.**

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Appellant Marqus Wilson appeals the judgment of the Circuit Court of Platte County finding him guilty of robbery in the first degree, following a jury trial. As alleged at trial, on October 30, 2018, at approximately 2:45 a.m., two men entered the Waffle House on Northwest Prairie View Road. The first man had a gun; the second had a knife or a dagger. The man with the gun ordered employees to give them the money in the register. One employee told the gunman she did not believe the gun was real and would not give him money. The gunman fired a shot through the restaurant’s two-way mirror. Another employee opened the register to give the men the money. The man with the knife then jumped onto a booth, swung the knife near the employee’s face, and screamed at her to give him all the money and that he was on meth. The employee put her hands up, and two men took the money from the register and left. Following the robbery, the police received two anonymous tips that Wilson was one of the two men. One tip provided the name of two other men involved in the robbery. The second tip included a screenshot of messages between the men. The messages talked about needing money, mugging someone, and possibly robbing the Town Topic or Waffle House. In later messages, one man told Wilson he believed that the police had the car with his DNA and that he believed Wilson might go to prison because the gun was shot in the store. A Waffle House employee identified Wilson as one of the robbers. Ultimately, Wilson admitted to police that he was the robber with the knife. Wilson, however, alleged that the other person forced him to participate in the robbery. Prior to trial, Wilson filed a motion seeking to suppress all statements and evidence obtained from Wilson following his arrest because his arrest was allegedly unlawful. The court denied the motion. Wilson proceeded to trial and was ultimately found guilty by the jury. The court sentenced Wilson to 25 years’ imprisonment. This appeal followed.

Appellant's points on appeal:

1. The trial court erred in failing to sustain Wilson's motion to suppress because the arrest and subsequent interview of Wilson violated his rights under the Fourth and Fourteenth amendments of the U.S. Constitution and Article I, § 15 of the Missouri Constitution in that law enforcement did not have probable cause to arrest Wilson and interview Wilson because police only had an anonymous tip uncorroborated by a tentative identification of Wilson.
2. The trial court erred in overruling Wilson's motion for new trial because Wilson was denied due process and a fair trial under the Sixth and Fourteenth Amendments of the U.S. Constitution and §§ 10 and 18(a) of the Missouri Constitution in that the state suppressed material evidence that was favorable to Wilson, specifically, the video recorded interview of co-defendant Kemple.

**WD85984**

**St. Louis-Jefferson Solid Waste Management District, Respondent,**  
**v.**  
**Department of Natural Resources, State of Missouri, Appellant.**

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Appellant Missouri Department of Natural Resources ("Department") appeals the judgment of the Circuit Court of Cole County. Respondent St. Louis-Jefferson Solid Waste Management District ("District") filed a petition for declaratory judgment in the circuit court alleging that the Department was failing to properly distribute funds from the State Solid Waste Management Fund to local waste management districts pursuant to Missouri Revised Statute section 260.335. The circuit court entered judgment in favor of the District. The court found that the Department has a mandatory obligation to disburse the funds from the State Solid Waste Management Fund directly to solid waste management districts, including the District, without any precondition. The court permanently enjoined the Department from requiring solid waste management districts to submit Financial Assistance Agreements ("FAA") or agree to "General Terms and Conditions" before distributing the funds. The court also permanently enjoined the Department from enforcing or implementing regulation 10 CSR 80-9.050, which currently governs how districts qualify for funds from the State Solid Waste Management Fund. This appeal followed.

Appellant's points on appeal:

1. The trial court erred in finding that the General Assembly's 2015 amendment of section 260.335.2(2), RSMo, no longer requires an FAA in order for District L to receive funds because the language change in section 260.335.2(2), RSMo, did not

remove DNR's oversight of District L's use of the funds, in that DNR retains that authority under other provisions in section 260.335, RSMo, and also DNR's powers and duties given in section 260.225.1, RSMo.

2. The trial court erred in invalidating 10 CSR 80-9.050 because section 260.335.2(2), RSMo, does not conflict with 10 CSR 80-9.050 in that the General Assembly did not remove DNR's authority to oversee funds being allocated to District L under that section and 10 CSR 80-9.050 covers all of section 260.335, RSMo, not just section 260.335.2(2), RSMo, challenged here.

**WD85795**

**The Public School Retirement System of Missouri, Appellant-Respondent,**

**v.**

**Regions Bank, Inc., Respondent-Appellant.**

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Both parties appeal from the judgment of the Circuit Court of Cole County entering judgment, following a jury trial, in favor of The Public School Retirement System of Missouri ("PSRS"). PSRS is the entity responsible for administering and paying retirement and other benefits to educators employed by most public school districts in Missouri. This duty includes paying benefits to dependents and survivors of members. An educator ("Educator") received such benefits from PSRS. Educator died in 1969. Despite her death, PSRS continued to pay Educator monthly benefits. In 1997, Educator's daughter, or another, set up a direct deposit of those monthly payments at Magna Bank, a predecessor to Regions Bank, Inc. ("Regions"). In 2018, when PSRS learned of Educator's death, PSRS sent a reclamation request to Regions to recover the funds it had been paying. Regions returned to PSRS all the funds in the Educator's account at the time of PSRS's requests. PSRS subsequently demanded Regions return all payments made to the account during the preceding 21 years. PSRS brought suit against Regions for negligence and breach of contract. The circuit court granted Regions' motion for summary judgment with respect to PSRS's claim for negligence. The breach of contract claim was tried by a jury. The jury found in favor of PSRS, and the court entered judgment against Regions in the amount of \$481,304.75. Both parties appealed the judgment.

Respondent-Appellant's points on appeal:

1. The circuit court erred in denying Regions' motion for directed verdict and motion for judgment notwithstanding the verdict, because PSRS failed to present a submissible case for breach of contract, in that PSRS did not adduce evidence in its case-in-chief that Regions failed to return funds in accordance with the National Automated Clearinghouse Association rules.

2. The Circuit Court erred in denying Regions' motion for judgment notwithstanding the verdict, because PSRS could not make a submissible case for breach of contract as a matter of law, in that the contract on which PSRS's claim was based was forged in part and therefore void *ab initio*.
3. The Circuit Court erred in denying Regions' motion for directed verdict and motion for judgment notwithstanding the verdict, because PSRS could not make a submissible case for breach of contract as a matter of law, in that PSRS could not show it performed its duties under the contract.
4. The Circuit Court erred in its award of prejudgment interest, because the award of prejudgment interest to PSRS exceeded the amount allowed by law, in that the court calculated interest accruing from the formation of the parties' contract rather than from the alleged breach of the contract.

Appellant-Respondent's points on appeal:

1. The trial court erred in granting summary judgment because Regions owed duties of diligence, inquiry, notification, and repayment to PSRS in that the parties maintained a pre-existing relationship which involved a foreseeable risk of injury.
2. The trial court erred in granting summary judgment because questions of fact exist regarding whether Regions caused PSRS's damages in that third-party criminal acts do not preclude liability.