IN THE MISSOURI COURT OF APPEALS
WESTERN DISTRICT

COMPLETE TITLE OF CASE

DANIEL L. TAYLOR,

Appellant,

v.

THE CURATORS OF THE UNIVERSITY OF MISSOURI,

Respondent.

DOCKET NUMBER WD83238

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

DATE: June 2, 2020

APPEAL FROM

The Circuit Court of Boone County, Missouri
The Honorable J. Hasbrouck Jacobs, Judge

JUDGES

Division Two: Pfeiffer, P.J., and Ahuja and Witt, JJ. CONCURRING.

ATTORNEYS

Aaron W. Smith, Columbia, MO, Attorney for Appellant.

Jeffrey S. Russell, Darci F. Madden, and Jonathan B. Potts, St. Louis, MO, Attorneys for Respondent.

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

DANIEL L. TAYLOR, Appellant,
v.
THE CURATORS OF THE UNIVERSITY OF MISSOURI, Respondent.

WD83238 **Boone County**

Before Division Two Judges: Mark D. Pfeiffer, Presiding Judge, and Alok Ahuja and Gary D. Witt, Judges

The University of Missouri, of which the Curators of the University of Missouri ("Curators") is the governing body, operates University Hospital ("Hospital") in Columbia, Missouri. The Hospital provided medical care to Mr. Daniel L. Taylor ("Taylor") following a farming accident. Taylor agreed to be personally responsible for the medical billing since he did not have any health insurance. When Taylor did not pay his medical bills, Curators asserted a hospital lien. Taylor entered into a settlement agreement with his employer's farm liability insurer, and the liability insurer withheld funds from the settlement amount to satisfy the hospital lien. Curators filed suit against the liability insurer to foreclose the lien, resulting in the liability insurer paying the full amount of the hospital lien to Curators.

Taylor filed suit against the Curators. Curators filed a motion to dismiss arguing that Count I for breach of contract should be dismissed because Taylor failed to plead sufficient facts to show that he entered into a contract with Curators for a discount in his medical bills and that Count II should be dismissed because Taylor failed to plead facts establishing that an exception to sovereign immunity applied that would subject Curators to liability under the Missouri Merchandising Practices Act ("MMPA"). The trial court issued a judgment of dismissal as to Count II only and purported to certify its ruling as "final" and immediately appealable pursuant to Rule 74.01(b).

Taylor appealed from the judgment of dismissal. Curators filed a Motion to Dismiss Interlocutory Appeal, alleging that the trial court's partial dismissal did not qualify as a "final judgment" subject to interlocutory appeal.

APPEAL DISMISSED.

Division Two holds:

1. The Missouri Supreme Court in *Wilson v. City of St. Louis*, No. SC97544, 2020 WL 203137 (Mo. banc Jan. 14, 2020), clarified the analysis of what trial court rulings constitute "judgments" and, of those rulings, which are "final" for purposes of appeal. For purposes of section 512.020(5), a "final judgment" must satisfy two criteria: (1) "it must be a judgment (*i.e.*, it must fully resolve at least one claim in a lawsuit and establish all the rights and liabilities of the

parties with respect to that claim)"; *and* (2) "it must be 'final,' either because it disposes of all claims (or the last claim) in a lawsuit, or because it has been certified for immediate appeal pursuant to Rule 74.01(b)." *Wilson*, 2020 WL 203137, at *5. The "final judgment" analysis is a *conjunctive* two-step analysis and *not* a *disjunctive* analysis. An appellant must have *both* a judgment *and* finality in order to appeal pursuant to section 512.020(5). *Before* analyzing the second step in the "final judgment" formula (*i.e.*, the trial court's Rule 74.01(b) certification), the first step must be analyzed—whether the trial court's dismissal ruling constitutes a "judgment."

2. Counts I and II of Taylor's petition, although seeking different remedies, arise from one set of facts; consequently, the purported judgment of dismissal of Count II has not "fully resolve[d] at least one claim in a lawsuit" nor "establishe[d] all the rights and liabilities of the parties with respect to that claim." *Wilson*, 2020 WL 203137, at *3. The trial court's ruling dismissing Count II cannot be designated a "judgment" in the first instance.

3. Where a dispositive ruling does not wholly resolve all claims brought by or against a particular party, it only involves a discrete "judicial unit" if it "disposes of one or more claims that are sufficiently distinct from the claims that remain pending in the circuit court." *Wilson*, 2020 WL 203137, at *5. Even if the breach of contract and MMPA counts were considered separate "claims," they both arise from the same underlying set of operative facts, and constitute parts of a single "judicial unit."

4. Because the trial court's judgment is not a "final judgment" subject to certification under Rule 74.01(b), we grant Curator's motion to dismiss and dismiss Taylor's appeal for lack of jurisdiction.

Opinion by: Mark D. Pfeiffer, Presiding Judge June 2, 2020

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THIS SUMMARY IS **UNOFFICIAL** AND SHOULD NOT BE QUOTED OR CITED.