

IN THE CIRCUIT COURT OF COLE COUNTY
STATE OF MISSOURI

FILED

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BRENDA A. UMSTATT
CLERK CIRCUIT COURT
COLE COUNTY, MISSOURI

KELLY D. GLOSSIP,)

Plaintiff,)

v.)

MISSOURI DEPARTMENT OF)
TRANSPORTATION AND HIGHWAY)
PATROL EMPLOYEES' RETIREMENT)
SYSTEM,)

Defendant.)

Case No. 10-CC00434

**PLAINTIFF KELLY GLOSSIP'S STATEMENT OF
UNCONTROVERTED MATERIAL FACTS IN SUPPORT
OF HIS MOTION FOR SUMMARY JUDGMENT**

Plaintiff Kelly Glossip, through his counsel, and in support of his Motion for Summary Judgment, files the following Statement of Uncontroverted Materials Facts:

Eligibility for Survivor Benefits

1. Since 2000, Dennis Engelhard was employed by the Missouri State Highway Patrol ("MSHP"). (Ex. 1, Joint Stip. ¶1).
2. Mr. Engelhard was killed in the line of duty when he was struck by a vehicle while responding to an accident on I-44, east of Eureka, Missouri. (Ex. 1, Joint Stip. ¶1).
3. If Mr. Engelhard had been married to a woman, she would have received survivor benefits pursuant to R.S. Mo. § 104.140.3, which are administered by the Missouri Department of Transportation and Patrol Employees' Retirement System ("MPERS"). (Ex. 1, Joint Stip. ¶8); *see also* (Ex. 1-B, Joint Stip. Ex. B (noting that application was denied because Mr. Glossip "is male"))).

4. Plaintiff Kelly Glossip submitted a timely application for survivor benefits pursuant to R.S. Mo. § 104.140.3. (Ex. 1, Joint Stip. ¶2).

5. Mr. Glossip's application was denied by the Executive Director of MPERS solely because his relationship with Mr. Engelhard was not a "marriage between a man and a woman." (Ex. 1, Joint Stip. ¶8).

6. Mr. Glossip timely appealed the Executive Director's denial of his application to the MPERS Board of Trustees. (Ex. 2, Letter from Roger K. Heidenreich to Board of Trustees, dated October 14, 2010, with Request for Review).

7. On November 18, 2010, the MPERS Board upheld the denial of survivor benefits to Mr. Glossip. (Ex. 3, Letter from Keith Thornburgh to Roger K. Heidenreich, dated November 26, 2010 and certified excerpt of minutes of the MPERS Board of Trustees' meeting).

8. Mr. Glossip's application would have been denied no matter how emotionally committed and financially interdependent Mr. Glossip and Mr. Engelhard were with each other. (Ex. 1, Joint Stip. ¶8) (Ex. 1-B, Joint Stip. Ex. B).

9. MPERS distributes pension benefits in accordance with the requirements of Missouri statutes and did not supply any independent reason for the legislature's decision to provide survivor benefits to the surviving different-sex spouse of a state trooper but not the surviving same-sex domestic partner of a state trooper. (Ex. 1-D, Joint Stip. Ex D (Dahl Aff.) at 1-2).

Relationship Between Mr. Glossip and Mr. Engelhard

10. Kelly Glossip and Dennis Engelhard were similarly situated to a married different-sex couple in all material respects, including with respect to the mutual emotional, financial, and spiritual support they provided to each other. (Ex. 4, Glossip 10/13/10 Aff. ¶¶4-13); (Ex. 5, Sluss Aff. ¶11); (Ex. 6, Blevins Aff. ¶8).

11. Mr. Glossip and Mr. Engelhard lived together, with the exception of temporary work-related periods of separation, until his death. (Ex. 4, Glossip 10/13/10 Aff. ¶¶4, 7).

12. Mr. Glossip identifies as bisexual; Mr. Engelhard identified as gay. Neither of them believed that they could change their sexual orientation. (Ex. 4, Glossip 7/23/10 Aff. ¶4).

13. Mr. Glossip and Mr. Engelhard met in April 1995 and were in an intimate, loving, and committed relationship for 15 years, until his death on December 25, 2009. (Ex. 4, Glossip 10/13/10 Aff. ¶1); *see also* (Ex. 4-A, Ex. 4-B, Ex. 4-C, Ex. 4-D, Glossip 10/13/10 Aff. Exs. A-D (copies of anniversary cards from Mr. Engelhard to Mr. Glossip)).

14. Mr. Glossip and Mr. Engelhard held themselves out to their friends, family, and community as a couple in a committed, marital relationship. (Ex. 4, Glossip 10/13/10 Aff. ¶4); (Ex. 5, Sluss Aff. ¶11); (Ex. 6, Blevins Aff. ¶8).

15. Mr. Glossip and Mr. Engelhard chose a church home, publicly celebrated the anniversary of their marriage with their church community, attended services and other church-related events, and regularly contributed to the church. They were treated the same as any married couple by their church. (Ex. 4, Glossip 10/13/10 Aff. ¶10); (Ex. 5, Sluss Aff. ¶¶5-6).

16. Mr. Engelhard and Mr. Glossip cared for each other in sickness and in health. Whenever one of them was in the hospital, the other was there taking care of the sick one. (Ex. 4, Glossip 10/13/10 Aff. ¶13); (Ex. 5, Sluss Aff. ¶9).

17. Mr. Engelhard served as a step-parent to Mr. Glossip's son from a previous marriage; the three of them would come to church as a family, and Mr. Engelhard shared in the responsibility for making child-support payments. (Ex. 4, Glossip 10/13/10 Aff. ¶11); (Ex. 5, Sluss Aff. ¶8); *see also* (Ex. 4-I, Glossip 10/13/10 Aff. Ex. I (family portraits of Mr. Engelhard, Mr. Glossip, and their son)).

18. Over the course of their relationship, Mr. Engelhard and Mr. Glossip shared joint checking and savings accounts, jointly owned two houses, five cars, and two trucks, and shared responsibility for the loan and insurance payments on all their houses and vehicles. (Ex. 4, Glossip 10/13/10 Aff. ¶12); (Ex. 4-E, Ex. 4-G, Ex. 4-H, Ex. 4-K, Ex. 4-Q, Glossip 10/13/10 Aff. Exs E, G-H, K-Q).

19. Mr. Glossip and Mr. Engelhard were each other's sole domestic partner and intended to spend the rest of their lives with each other. (Ex. 4, Glossip 10/13/10 Aff. ¶¶5-6); *see also* (Ex. 4-A, Glossip 10/13/10 Aff. Ex. A (card from Mr. Engelhard to Mr. Glossip saying he is "looking forward to the rest of my life with you"))).

20. Mr. Glossip and Mr. Engelhard exchanged rings with each other and would have entered into a civil marriage if it were legal to do so in Missouri; after Iowa legalized same-sex marriage, they considered getting married in Iowa but decided to wait until their marriage would be legally recognized in Missouri. (Ex. 4, Glossip 10/13/10 Aff. ¶¶ 4, 6); (Ex. 5, Sluss Aff. ¶11).

21. Mr. Engelhard and Mr. Glossip intertwined their lives financially and were financially interdependent. Mr. Engelhard and Mr. Glossip sought to provide financial security to each other in the event of one of their deaths. Since 1996, Mr. Engelhard listed Mr. Glossip as the primary beneficiary of his retirement savings account. When Mr. Engelhard began working as a state trooper, he named Mr. Glossip as the fifty percent beneficiary of his life insurance policy and as sole beneficiary of his deferred compensation plan and indicated on the enrollment form that Mr. Glossip was his "fiancé." (Ex. 4, Glossip 10/13/10 Aff. ¶15); (Ex. 4-S, Ex. 4-T, Glossip 10/13/10 Aff. Exs. S-T).

22. Like other state troopers, Mr. Engelhard relied on the government to take care of his family in the event that he was killed in the line of duty. Mr. Glossip tried to convince Mr.

Engelhard not to become a state trooper because he was concerned that the job would be dangerous and Mr. Engelhard could be hurt. Mr. Engelhard always tried to reassure Mr. Glossip and told him that if anything ever happens to a state trooper, the government and other troopers make sure that the trooper's family is taken care of. (Ex. 4, Glossip 10/13/10 Aff. ¶8); (see also Ex. 4-F, Glossip 10/13/10 Aff. Ex. F (picture of Mr. Engelhard and Mr. Glossip together at Mr. Engelhard's induction ceremony)).

23. Like other spouses of state troopers, Mr. Glossip made financial and emotional sacrifices to help Mr. Engelhard. For example, when Mr. Engelhard was assigned to Troop C of the MSHP, Mr. Glossip gave up his job as a customer service representative at Great Southern Bank and moved with Mr. Engelhard to Washington, Missouri. (Ex. 4, Glossip 10/13/10 Aff. ¶8).

24. Mr. Glossip was the only person from Mr. Engelhard's family that went to the hospital to be with Mr. Engelhard when he died on December 25, 2009 after being hit by a car during a traffic stop. Mr. Engelhard had already passed away by the time Mr. Glossip arrived at the hospital, but Mr. Glossip sat with Mr. Engelhard for hours holding his hand. (Ex. 4, Glossip 10/13/10 Aff. ¶13).

25. On May 1, 2010, after Mr. Engelhard's death, Mr. Glossip and his son attended a memorial ceremony at the Missouri State Capitol in Jefferson City for Mr. Engelhard and other troopers killed in the line of duty. As Mr. Engelhard's surviving partner, Mr. Glossip placed a flower in a memorial wreath during the ceremony. Mr. Glossip also attended the ceremony in Washington, D.C. on May 15, 2010 commemorating the loss of police officers nationwide and was recognized with a medallion as Mr. Engelhard's surviving partner. (Ex. 4, Glossip 10/13/10

Aff. ¶14); (Ex. 4-R, Glossip 10/13/10 Aff. Ex. R); (Ex. 8, Glossip 7/11/11 Aff. ¶¶ 2-4); (Ex. 8-A, Ex. 8-B, Ex. 8-C, Glossip 7/11/11 Aff. Exs. A-C);

26. Like other surviving spouses of state troopers who are killed in the line of duty, Mr. Glossip has been emotionally and financially devastated by Mr. Engelhard's death; in addition to losing Mr. Engelhard's emotional support, Mr. Glossip has to bear the entire financial burden of paying their mortgage, car loans, utilities, and other expenses. (Ex. 4, Glossip 10/13/10 Aff ¶16); (Ex. 5, Sluss Aff. ¶12).

Administration of Survivor Benefits

27. In the past ten years, MPERS has received 1,189 applications for survivor benefits and granted 100% of the applications, with the exception of Mr. Glossip's. (Ex. 1-D, Joint Stip. Ex D (Dahl Aff.) at 4-6).

28. To the best of its knowledge, in the past ten years, MPERS has not received any fraudulent applications for survivor benefits. (Ex. 1-D, Joint Stip. Ex D (Dahl Aff.) at 6-7).

29. MPERS is not aware of any data indicating that providing survivor benefits to same-sex domestic partners would be more administratively difficult than providing survivor benefits to different-sex spouses. (Ex. 1-D, Joint Stip. Ex D (Dahl Aff.) at 9).

30. MPERS is not aware of any data indicating that providing survivor benefits to same-sex domestic partners would be more costly than providing benefits to married different-sex couples. (Ex. 1-D, Joint Stip. Ex D (Dahl Aff.) at 8).

31. The Human Rights Campaign ("HRC") has compiled a non-exhaustive list of employers that offer benefits to same-sex domestic partners. HRC's database is the most complete and accurate source available to show the number of public and private employer in the United States that provide same-sex domestic-partner benefits. (Ex. 9, Herrschaft Aff. ¶¶10-15).

32. The total number of employers in HRC's database is an inherently conservative number of potentially all employers that grant same-sex domestic partnership benefits because the database reflects priorities of HRC flagship projects and thus focuses on employers in the Fortune 1000, *American Lawyer* 200, and other major U.S. businesses with at least 500 full-time employees. As a result, there may be additional employers that offer benefits to same-sex domestic partners but have not been included in HRC's database. (Ex. 9, Herrschaft Aff. ¶3).

33. Nationwide, HRC has identified 8,673 private-sector for-profit employers that offer some form of domestic-partner benefits to their employees' same-sex domestic partners. (Ex. 9, Herrschaft Aff. ¶4).

34. HRC has identified 292, or 58% of, Fortune 500 companies in the United States that offer some form of domestic-partner benefits to their employees' same-sex domestic partners. (Ex. 9, Herrschaft Aff. ¶5).

35. HRC's has identified 293 public employers in the United States, including 65 governmental organizations and 228 state and local governments, that offer some form of domestic-partner benefits to their employees' same-sex domestic partners. (Ex. 9, Herrschaft Aff. ¶6).

36. HRC has identified 232 companies out of the 615 rated in HRC's 2011 Corporate Equality Index ("CEI") survey that provide qualified joint and survivor annuity plans to same-sex domestic partners. (Ex. 9, Herrschaft Aff. ¶7).

37. HRC has identified 174 companies out of the 615 rated in the CEI survey that provide pre-retirement survivor annuity plans to same-sex domestic partners. (Ex. 9, Herrschaft Aff. ¶8).

38. The number of companies providing annuity plans to same-sex domestic partners as stated in paragraphs 36 and 37 was determined solely from the results of the 2011 Corporate

Equality Index (“CEI”) survey, which rated 615 companies from the Fortune 1000, *American Lawyer* 200, and other large U.S. businesses employing 500 individuals or more. As a result, there may be additional employers that offer a survivor annuity plan to same-sex domestic partners but have not been included in HRC’s database. (Ex. 9, Herrschaft Aff. ¶9).

39. HRC has catalogued 40 private employers headquartered in Missouri that provide some form of domestic partnership benefits to their employees’ same-sex domestic partners. (Ex. 9, Herrschaft Aff. ¶10).

40. Employers that provide domestic partnership benefits for same-sex couples have established objective standards for determining whether a same-sex couple is eligible for receiving domestic-partner benefits. (Ex. 9, Herrschaft Aff. ¶ 16).

41. Employers use substantially the same objective criteria in the absence of a state-issued marriage certificate, civil union, or domestic partnership registry. (Ex. 9, Herrschaft Aff. ¶ 16).

42. Once established, domestic-partner benefits at employers nationally are administered with little or no administrative cost or extra costs due to fraud. (Ex. 10, Badgett Aff. ¶¶ 12, 13).

43. Those employers that require affidavits generally required some or all of the following criteria to recognize a same-sex domestic partner: They are each 18 years old or older; they are not related to one another; they currently live together; each is not currently in a domestic partnership, civil union, or marriage with a different person; they are mutually responsible for each other; and they are currently in an intimate, committed relationship of at least six to twelve months duration. (Ex. 9, Herrschaft Aff. ¶ 17).

44. The following governmental entities in Missouri provide some form of domestic-partner benefits to their employees’ same-sex domestic partners: City of Kansas City, Jackson

County, St. Louis County, St. Louis Metropolitan Police Department, and City of St. Louis. (Ex. 11, O'Bannon Aff. ¶ 7); (Ex. 12, Mossie Aff. ¶ 5); (Ex. 13, McCarley Aff. ¶ 9); (Ex. 14, Green Aff. ¶ 4); (Ex. 15, Frank Aff. ¶ 4).

45. In addition, the City of Columbia provides some forms domestic partner benefits to their employees' same-sex domestic partners. *See* Section 107-776, Ord. 19336; Amending the City of Columbia Health Care Plan and the City of Columbia Dental Plan, *available at* http://www.gocolumbiamo.com/Council/Final_Ordinances/Series_107/776;.html. *See also* Section 110-513, Ord. 20438; Amending Chapter 19 of the City Code as it relates to personnel policies, procedures, rules and regulation, *available at* http://www.gocolumbiamo.com/Council/Final_Ordinances/Series_110/513;.html. *See also* Chapter 19 PERSONNEL POLICIES, PROCEDURES, RULES AND REGULATION, Section 19-130 Sick Leave, *available at* <http://www.gocolumbiamo.com/downloadfile.php?id=55>.

46. In addition, the following governmental entities in Missouri provide pension benefits to same-sex domestic partners: City of Kansas City firefighters, Jackson County, St. Louis County, St. Louis Metropolitan Police Department. (Ex. 11, O'Bannon Aff. ¶ 4); (Ex. 12, Mossie Aff. ¶ 3); (Ex. 13, McCarley Aff. ¶ 6); (Ex. 14, Green Aff. ¶ 6).

47. The governmental entities in Missouri that provide benefits to same-sex domestic partners have established objective requirements that an employee must satisfy in order to qualify as a domestic partner. (Ex. 11, O'Bannon Aff. ¶ 7); (Ex. 12, Mossie Aff. ¶ 5); (Ex. 13, McCarley Aff. ¶ 8); (Ex. 14, Green Aff. ¶ 9); (Ex. 15, Frank Aff. ¶ 6-7).

48. In order to receive domestic-partner benefits as an employee of one of the governmental entities in Missouri listed in paragraph 44, employees must submit a signed affidavit stating that the employee and his or her domestic partner satisfy the objective eligibility

requirements. (Ex. 11, O'Bannon Aff. ¶¶ 2, 6); (Ex. 12, Mossie Aff. ¶4); (Ex. 13, McCarley Aff. ¶ 8); (Ex. 14, Green Aff. ¶ 8); (Ex. 15, Frank Aff. ¶ 6).

49. City of Kansas City employees document their domestic partnerships to qualify for benefits by signing sworn affidavits showing that they meet the following criteria:

1. Are not related by blood to a degree of closeness that would prohibit legal marriage, and
2. Are both at least 18 years of age, and
3. Have resided together for a period of at least one year and intend to do so permanently, and
4. Are not legally married, and
5. Are responsible for each other's common welfare, and
6. Are each other's sole domestic partner, and
7. Were mentally competent to consent to contract when the domestic partnership began.

(Ex. 11-A, Ex. 11-B, Ex. 11-C, O'Bannon Aff. ¶ 6 & Exs A-C).

50. Jackson County, Missouri employees document their domestic partnerships to qualify for benefits by signing sworn affidavits showing that they meet the following criteria:

1. We are both at least 18 years of age, and
2. We have maintained the same residence for at least 12 months prior to the completion of this affidavit, and
3. We are not legally married, and
4. We have an exclusive mutual commitment to share responsibility for each other's welfare and financial obligations which has existed for at least 12 months prior to the enrollment of the Domestic Partner coverage which is expected to last indefinitely,
5. We are competent to contract at the time the domestic partnership statement is completed;
6. We are not legally married to any person and not related in any way that would prohibit marriage in the State of Missouri; and
7. We are each other's sole domestic partners.

(Ex. 12-A, Mossie Aff. ¶ 4 & Ex. A).

51. St. Louis County employees document their domestic partnerships to qualify for benefits by signing sworn affidavits showing that they meet the following criteria:

1. We are each eighteen years of age or older and mentally competent.

2. We are not related by blood in a manner that would bar marriage under the laws of the State of Missouri.
3. We have a close and committed personal relationship, and we are each other's sole domestic partner not married to or partnered with any other spouse, spouse equivalent or domestic partner.
4. For at least one year, immediately preceding the date of this Affidavit, we have shared the same regular and permanent residence in a committed relationship and intend to do so indefinitely.
5. We are jointly financially responsible for basic living expenses defined as the cost of food, shelter, and other expenses of maintaining a household. Upon request by St. Louis County, we will provide within 5 calendar days, at least three of the following documents as verification of our joint responsibility (information should be dated to confirm eligibility at time of enrollment):
 - a) Joint mortgage or lease
 - b) Designation of the domestic partner as primary beneficiary for a life insurance policy.
 - c) Designation of the domestic partner as primary beneficiary in the employee's will.
 - d) Durable power of attorney for health care or financial management.
 - e) Joint ownership of a motor vehicle, a joint checking account, or a joint credit account; or
 - f) A relationship or cohabitation contract which obligates each of the parties to provide support for the other party.

(Ex. 13, Ex. 13-A, McCarley Aff. ¶ 8 & Ex. A).

52. St. Louis Metropolitan Police Department employees document their domestic partnerships to qualify for benefits by signing sworn affidavits showing that they meet the following criteria:

We are each eighteen years of age or older and mentally competent.

We are not related by blood in a manner that would bar marriage under the laws of the State of _____.

We have a close and committed personal relationship, and we are each other's sole domestic partner not married to or partnered with any other spouse, spouse equivalent or domestic partner.

For at least one year we have shared the same regular and permanent residence in a committed relationship and intend to do so indefinitely.

We have provided true and accurate required documentation of our relationship.

Each of us understands and agrees that in the event any of the statements set forth herein are not true the insurance or health care coverage for which this Affidavit is being submitted may be rescinded and/or each of us shall jointly and severally be liable for any expenses incurred by the employer, insurer or health care entity.

(Ex. 14, Ex. 14-A, Green Aff. ¶ 8 & Ex. A).

53. City of St. Louis employees document their domestic partnerships to qualify for benefits by signing sworn affidavits showing that they meet the following criteria:

1. We are each eighteen years of age or older and mentally competent.
2. We are not related by blood in a manner that would bar marriage under the laws of the State of Missouri.
3. We have a close and committed personal relationship, and we are each other's sole domestic partner not married to or partnered with any other spouse or domestic partner.
4. For at least 6 months immediately preceding the date of this Affidavit, we have shared the same regular and permanent residence in a committed relationship and intend to do so indefinitely.
5. We are jointly financially responsible for basic living expenses defined as the cost of food, shelter, and other expenses of maintaining a household. Upon request by the City of St. Louis, we will provide within 5 calendar days at least two of the following documents as verification of our joint responsibility (information should be dated to confirm eligibility at time of enrollment):
 - a) Joint mortgage or lease;
 - b) Designation of the domestic partner as primary beneficiary for a life insurance policy;
 - c) Designation of the domestic partner as primary beneficiary in the employee's will;
 - d) Durable power of attorney for health care or financial management;
 - e) Joint ownership of a motor vehicle, a joint checking account, or a joint credit account; or
 - f) A relationship or cohabitation contract which obligates each of the parties to provide support for the other party, or other evidence that establishes economic interdependence;
 - g) Registration as domestic partners with the City of St. Louis in accordance with Ordinance 64401.

(Ex. 15, Ex. 15A, Frank Aff. ¶ 6 & Ex. A).

54. These objective standards make it possible for Missouri governmental bodies to make beneficiary eligibility determinations with minimal additional administrative costs. (Ex.

11, O'Bannon Aff. ¶7); (Ex. 12, Mossie Aff. ¶5); (Ex. 13, McCarley Aff. ¶9); (Ex. 14, Green Aff. ¶ 9); (Ex. 15, Frank Aff. ¶ 7).

55. Missouri governmental bodies have found no significant difference between the burdens of administering the benefit programs for employees with domestic partners as compared to the burdens of administering benefit programs for employees with spouses. (Ex. 11, O'Bannon Aff. ¶8; Ex. 12, Mossie Aff. ¶6).

56. The Missouri governmental bodies administering these domestic-partner benefit programs have not seen any evidence of fraud in the use of domestic-partner programs. (Ex. 11, O'Bannon Aff. ¶9); (Ex. 12, Mossie Aff. ¶7); (Ex. 13, McCarley Aff. ¶10); (Ex. 14, Green Aff. ¶ 10).

57. The Missouri governmental bodies administering these domestic-partner benefit programs are not aware of any cases in which multiple persons claimed to be the domestic partner of an employee. (Ex. 12, Mossie Aff. ¶7); (Ex. 14, Green Aff. ¶ 10).

58. HRC is not aware of any cases of fraud or conflicting claims to benefits resulting from the availability of same-sex domestic partnership benefits. (Ex. 9, Herrschaft Aff. At ¶18).

59. On average, MPERS pays \$19,823,275.25 each year for survivor benefits. (Ex. 1-D, Joint Stip. Ex D (Dahl Aff.) at 6).

60. Thousands of employers have successfully implemented domestic partner benefits in their workplaces. To the extent that any administrative costs are involved in implementing domestic partner benefits, those costs would be one-time start-up costs. After those procedures are in place, employers would see little or no additional administrative costs. There are no studies or data that suggest that administrative problems exist. (Ex. 10, Badgett Aff. ¶ 12).

61. Early in the history of domestic-partner benefits, insurance companies and employers feared that the cost of health care benefits for domestic partners could be high as a result of fraud and adverse selection, that is the signing up of partners who have higher-than-average health care costs. When the claims experience showed no evidence of adverse selection, the insurance plans dropped the higher premiums and surcharges. (Ex. 10, Badgett Aff. ¶ 13).

62. One reason that the cost of domestic-partner benefits is low is that there are very few same-sex couples compared with the number of married couples. The 2008 American Community Survey suggests that 9,384 same-sex couples live in Missouri, or 18,768 individuals in same-sex couples. In contrast, the Census Bureau reports that 2.4 million currently married people over the age of 15 live in Missouri. In other words, there is one person in a same-sex couple for every 130 married persons. (Ex. 10, Badgett Aff. ¶ 14).

63. Social science evidence suggests that same-sex couples are economically interdependent in ways and to an extent similar to different-sex couples. This evidence comes from studies that analyzed representative data in reliable ways and used standard academic techniques. (Ex. 10, Badgett Aff. ¶ 6).

64. Couples in which one partner has a disability suggest some degree of interdependence, since the non-disabled partner's income might be especially important for preserving the standard of living for both members of the couple. In Missouri, 28% of same-sex couples and 28% of different-sex married couples have at least one disabled partner. (Ex. 10, Badgett Aff. ¶ 7).

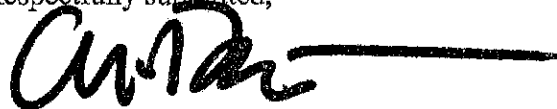
65. The proportion of couples that have just one partner working in the paid labor force demonstrates a situation of likely interdependence for the non-working partner. By this measure, same-sex couples—21.4%—are quite similar to married different-sex couples—28.9%.

The proportion of couples raising children that have just one partner working in the paid labor force is even closer: 27.7% of same-sex couples and 31.2% of married different-sex couples have just one earner, and that difference is not statistically significant. Even where there is a small difference between same-sex couples and married different-sex couples that is statistically significant, the overlap in experiences of the two types of couples is striking, since a clear minority of both same-sex and different-sex couples are in this position. (Ex. 10, Badgett Aff. ¶ 8).

66. More recent national level data tell a similar story of similarities between same-sex couples and different-sex couples. In the 2008 American Community Survey, both partners are employed in a majority of both different-sex couples (52%) and same-sex couples (64%). (Ex. 10, Badgett Aff. ¶ 9).

67. Both same-sex couples and different-sex couples are similar in ways other than their economic interdependence. For example, they are both racially diverse, are made up people who are mostly employed in the private sector, and have very similar average and median household incomes. (Ex. 10, Badgett Aff. ¶¶ 10, 11).

Respectfully submitted,



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Certificate of Service

I hereby certify that on July 15, 2011, I served the foregoing document by United States First Class mail to:

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A handwritten signature in black ink, appearing to read "JRW", is written over a horizontal line.