

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

JEANNE RHOADES,)	
)	
On behalf of herself and all others)	
Similarly situated,)	
Plaintiff,)	
)	Cause No. 4:17-CV-02486
v.)	
)	
BJC HEALTH SYSTEM)	
Db a BJC HEALTHCARE, et al.)	
)	
Defendants.)	

SECOND SUPPLEMENT TO PLAINTIFF'S RESPONSE

TO DEFENDANTS' MOTION TO DISMISS

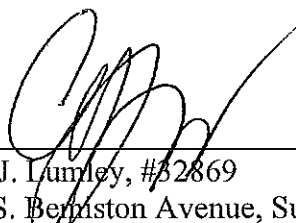
COMES NOW Plaintiff Jeanne Rhoades, and further supplements her Response to Defendants' Motion to Dismiss, as follows:

On January 5, 2018 the Eighth Circuit Court of Appeals confirmed that unilateral offers of compensation, such as the promises of on-call pay, call-back pay, voucher pay, and paid time off set forth in BJC's policies that are at issue herein, become binding upon the employer when accepted through continued performance of work by at-will employees. *Boswell v. Panera Bread Co*, 879 F3d 296, (8th Cir 2018)(see headnotes 8-12). In that case, the court further concluded that the employer could not modify its promise of a bonus after performance had begun. In the instant case modification is not an issue, because BJC has not exercised its reserved right to make prospective changes to its policies.

For the reasons stated in Plaintiff's Response as supplemented, the Court should deny Defendants' Motion to Dismiss.

CURTIS, HEINZ, GARRETT & O'KEEFE, P.C

By: _____


Carl J. Lumley, #32869
130 S. Barnston Avenue, Suite 200
St. Louis, MO 63105
(314) 725-8788
(314) 725-8789 (fax)
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served via the Court's electronic filing system this 29 day of January, 2018 to all attorneys of record.

