

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE

TERANCE ELDRED )  
8006 Arlington )  
Raytown, Missouri 64138, )

Plaintiff, )

v. )

RENT-A-CENTER, INC. )  
(SERVE: )  
Person in Charge at: )  
Rent-A-Center )  
3020 Prospect )  
Kansas City, Missouri 64128) )

and )

COREY GREGORY )  
18902 Powahatan Place )  
Independence, Missouri 64056 )  
(SERVE at: )  
Rent-A-Center )  
3020 Prospect )  
Kansas City, Missouri 64128), )

Defendants. )

1016-CV02769  
Case No:  
DIVISION  
17

FILED IN CIRCUIT COURT  
JACKSON COUNTY, MO-1  
2010 JAN 29 PM 3:08

**PETITION FOR DAMAGES**  
**(TJ)**

Plaintiff Terance Eldred alleges and avers as follows:

**Parties, General Allegations, Jurisdiction and Venue**

1. Plaintiff Terance Eldred is an individual currently residing in Jackson County, Missouri.
2. Defendant Rent-A-Center is a corporation authorized to do business in the state of Missouri. It has various business locations throughout the Kansas City area. At all times

relevant to this Petition, Plaintiff Terance Eldred was employed as a full-time employee at 3020 Prospect Avenue, Kansas City, Missouri. Defendant Rent-A-Center, at all times relevant hereto has been an employer within the meaning of Section 494.460, RSMo.

3. Defendant Corey Gregory, at all times relevant hereto, was the Manager of defendant's store at 3020 Prospect. He is a person who illegally fired plaintiff based on Terance Eldred having served on a Jackson County jury from October 5 through October 28, 2009.

4. Both jurisdiction and venue are proper in this Court. This Court has original subject matter jurisdiction over all of plaintiff's Missouri state law causes of action. Defendants are located in Jackson County and/or the state of Missouri; and the unlawful employment practices and all other relevant transactions were committed within Jackson County.

5. Plaintiff seeks damages in excess of this Court's jurisdictional minimum of \$25,000.

#### **Factual Allegations**

6. Plaintiff Terance Eldred was subpoenaed for jury service in Jackson County, Missouri. Mr. Eldred received his Summons sometime in the month of August, 2009. He informed defendants of this fact very soon after he received the Summons from Jackson County.

7. Plaintiff Eldred was called for a jury trial in Division 6, styled **Serena Eickhoff v. Union Pacific Railroad**, Case No. 0816-cv-20813, Division 6. Mr. Eldred was chosen to sit as a juror, and he provided conscientious service with perfect daily attendance, from October 5 through the final verdict on October 28, 2009.

8. On November 7, 2009, Defendant Corey Gregory held a store meeting. Employees in attendance included Mr. Eldred, Financial Services Manager Nikki Kufftack, and

Account Managers Tina Baker and Joshua McCaughney.

9. Defendant Corey Gregory started in by saying that Terance Eldred had caused animosity in the store because he had been on jury duty for the month previous. Stunningly, Gregory told Mr. Eldred in front of this group that by serving on the jury, "You took the opportunity to say 'f\*\*\* you' to the store, your co-workers and the company by being on a jury." Gregory continued his tirade by stating that Mr. Eldred could have gotten out of jury duty by lying, yet he chose not to. This meeting took place just before Mr. Gregory left on a one-week vacation.

10. November 7, 2009 fell on a Saturday. On Monday, November 9, 2009, Plaintiff Eldred told the District Manager everything that had been said by store manager Gregory at the meeting of November 7th. The District Manager thanked Mr. Eldred for bringing it to his attention, and said he would address it at the managers' meeting the next day.

11. On November 19, 2009, Plaintiff Eldred was called into Defendant Gregory's office after completing his deliveries that day. Defendant Gregory said that he had a visit from the Regional Manager that "hadn't gone well." Gregory made some reference to almost losing his job and then said, "I am through talking to you, I am going to let you go, turn in your keys and leave." There was no business reason stated for this sudden termination.

12. The fact that Plaintiff Eldred was fired because of jury duty is put into clearer focus in light of a written "counseling" that had been given to Plaintiff Eldred the Monday before he reported for jury duty. That counseling was given after Plaintiff Eldred had given notice to the store manager that he would be required under a jury summons to report for jury duty beginning October 5, 2009. The counseling purported to state that plaintiff had not met certain

job requirements, but it was a pretext because, in fact, plaintiff was meeting the reasonable expectations of his employer.

## COUNT I

### Wrongful Discharge in Violation of Section 494.460

13. The Revised Statutes of Missouri, Section 494.460, provide that an employer “shall not terminate, discipline, threaten or take adverse action against an employee on account of that employee’s receipt of or response to a jury summons.”

14. The statute further provides that an employee discharged in violation of this section may bring a civil action against the employer within ninety (90) days of discharge. Plaintiff has met the 90-day requirement by filing this lawsuit on or before February 19, 2010.

15. Plaintiff Eldred has been unemployed since November 19, 2009, despite his best efforts to obtain suitable re-employment in the midst of a very tough economy.

16. Plaintiff Eldred is entitled to all lost wages and benefits, as well as non-pecuniary damages for the humiliation, distress and the obvious disruption caused by his outrageous discharge for doing his civic duty in serving on a jury.

17. Section 494.460 also provides that plaintiff is entitled to attorneys fees, if he prevails in this matter.

18. Pursuant to § 494.460, plaintiff also is entitled to reinstatement to his position, if the Court deems in its discretion that would be an appropriate remedy.

19. Plaintiff also seeks prejudgment interest on all actual damages found by the jury to be due and owing through the date of trial.

WHEREFORE, Plaintiff Eldred prays for judgment, after jury trial, awarding plaintiff all

actual damages and losses shown in evidence and determined by the jury to be fair and reasonable, for prejudgment interest, for reinstatement as the Court deems appropriate, for attorneys fees and expenses, and for all other damages and costs incurred, and whatever further relief this Court deems just and proper.

## COUNT II

### Wrongful Discharge in Violation of Public Policy

20. It has long been the public policy of the state of Missouri to encourage its citizens to perform civic duties such as jury service. The foregoing statute is an embodiment of the strong public policy of Missouri, designed to protect employees by providing by statute some, but not all, of the remedies otherwise available under Missouri law.

21. Plaintiff's firing was in violation of statutory law and public policy. Thus, the defendants knew, or should have known, that their actions were outrageous, or were in reckless disregard of plaintiff's statutory rights, and as such constituted intentional or malicious violations of law.

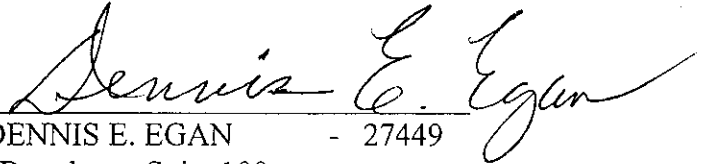
22. Plaintiff has been substantially monetarily damaged by defendants' unlawful conduct, thus entitling him to punitive damages in such amount as the jury deems fair, reasonable, and sufficient to punish the defendants, and to deter these defendants and others from like conduct.

23. Plaintiff seeks punitive damages in addition to all rights to which he is entitled under Section 494.460, RSMo.

WHEREFORE, plaintiff prays for judgment, after jury trial, awarding plaintiff actual and punitive damages for his wrongful termination in violation of the public policies of Missouri.

Plaintiff seeks prejudgment interest, all other damages and costs incurred, and for such additional relief as the Court deems just and proper.

THE POPHAM LAW FIRM, P.C.

By:   
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Kansas City, Missouri 64105

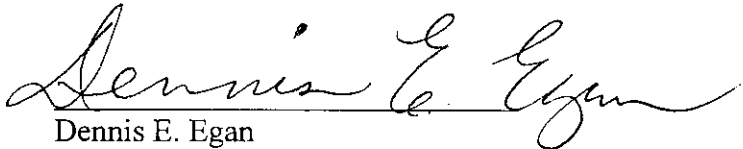
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ATTORNEYS FOR PLAINTIFF

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial on all issues of fact and all damages sought in this action.

  
Dennis E. Egan