

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI

|                                |   |                             |
|--------------------------------|---|-----------------------------|
| MARGARET BUNCH                 | ) |                             |
| 202 North Linn                 | ) |                             |
| Malta Bend, Missouri 65339     | ) |                             |
|                                | ) |                             |
| Plaintiff,                     | ) |                             |
| -vs-                           | ) | Case No.: 00-364-CV-W-3-ECF |
|                                | ) |                             |
| RENT-A-CENTER, INC.            | ) |                             |
| <b>SERVE:</b> Registered Agent | ) |                             |
| Corporation Company            | ) |                             |
| 515 South Kansas Ave.          | ) |                             |
| Topeka, Kansas 66603           | ) |                             |
|                                | ) |                             |
| Defendant.                     | ) |                             |
| _____                          | ) |                             |

**AMENDED COMPLAINT**

COMES NOW plaintiff, Margaret Bunch, by and through the undersigned counsel, and for her Complaint against the Defendant, alleges and states as follows:

**PARTIES**

1. Plaintiff resides in Malta Bend, Saline County, Missouri at the address more specifically set forth above.
2. Plaintiff's gender is female.
3. Defendant Rent-A-Center, Inc. is a Kansas Corporation, in good standing which conducts business in the State of Missouri and had 15 or more employees at all relevant times herein. Defendant Rent-A-Center, Inc. owns and operates over 1,000 rent-to-own stores across the United States and Canada, and employs thousands of employees, primarily in the rent-to-own business.

**JURISDICTION AND VENUE**

4. Plaintiff timely filed her charge of discrimination with the Equal Employment Opportunity Commission and with the Missouri Commission on Human Rights, within 180 days of the acts herein complained of, alleging discrimination against her by defendant based on her sex and retaliation. A true and correct copy of plaintiff's charge of discrimination is attached hereto as Exhibit A and incorporated herein by reference.

5. On or about April 5, 2000, the EEOC issued its Notice of Right to Sue and plaintiff has filed this complaint within 90 days of her receipt of such notice. On or about May 22, 2000, the MCHR issued its Notice of Right to Sue, and plaintiff has filed this complaint within 90 days of her receipt of such notice. A copy of plaintiff's EEOC and MCHR Notice of Right to Sue are attached hereto as Exhibit B and C, respectively, and incorporated herein by reference.

6. Plaintiff's Complaint is filed pursuant to Title VII, 42 U.S.C. §2000e, and Mo. Rev. Stat. §213.010 et seq. This Court has subject matter jurisdiction over her Complaint by virtue of the federal questions involved pursuant to 28 U.S.C. §1331, and has supplemented jurisdiction over the Missouri Human Rights Act claims pursuant to 28 U.S.C. 1367.

7. Venue is proper in the United States District for the Western District of Missouri pursuant to 28 U.S.C. §1391 because the defendant resides in the Western District of Missouri.

#### **FACTS COMMON TO ALL COUNTS**

8. Plaintiff was hired by defendant on August 17, 1998 and was told she

would fill the position of store manager of the store in Marshall, Missouri, and earn \$24,000 a year.

9. Defendant assigned plaintiff to the Moberly, Missouri store, and initially only paid her on an hourly basis.

10. Marty Roustio continued to promise plaintiff that she would be a store manager at another store, but defendant never gave plaintiff that position.

11. Throughout the term of her employment with defendant, plaintiff was subjected to unwelcome, offensive, derogatory and hostile comments by store manager Matt Langley based on her sex, including but not limited to comments such as “bitch”, “cunt”, comments that defendant never should have hired women, and comments that women were useless.

12. On at least two occasions, plaintiff was delivering a sofa with store manager Matt Langley, and Langley flipped the sofa upwards so that it struck plaintiff in the mouth and plaintiff’s mouth was cut and bleeding.

13. Matt Langley told plaintiff to wear a bikini to the store, and take customers in the back room and do whatever was necessary to make a sale.

14. Plaintiff told Matt Langley that the store was full of cockroaches, and Langley told her to take a shower and they would go away.

15. Langley told plaintiff she could not do her job and she needed to go home and be a grandma.

16. Throughout the term of her employment with defendant, plaintiff was subjected to less favorable terms and conditions of employment than the similarly situated male employees, including less pay, less promotional opportunities, less

favorable job duties, and plaintiff was judged by different standards in her job performance.

17. Plaintiff repeatedly complained to store manager Matt Langley about the hostile and offensive work environment and the unequal terms and conditions of employment.

18. Langley told her to “get used to it or quit,” and otherwise ignored plaintiff’s complaints and her requests that the harassment and discrimination stop.

19. Plaintiff also complained about the hostile and offensive work environment and the unequal terms and conditions of employment to market manager Marty Roustio, and he did nothing to remedy the situation.

20. On or about December 23, 2000, defendant fired plaintiff on the basis of her sex, and in retaliation for her complaints of sexual discrimination and harassment.

21. Defendant knew or should have known of the sexual discrimination, harassment and retaliation alleged above and failed to implement prompt and appropriate corrective action.

22. At all times referenced herein, the individuals referred to herein, including but not limited to Matt Langley and Marty Roustio, were acting within the course and scope of their employment, agency and representation of the defendant Rent-A-Center, Inc.

**COUNT I**  
**TITLE VII -SEXUAL HARASSMENT**

23. Plaintiff incorporates by reference the allegations contained in the foregoing paragraphs as though fully set forth herein.

24. Throughout the term of plaintiff's employment with defendant, plaintiff's store manager Matt Langley pervasively and regularly subjected plaintiff to offensive and unwelcome sexually derogatory language, sexual comments, and sexual innuendos, all on the basis of her sex, female.

25. Defendant's sexually discriminatory conduct detrimentally affected plaintiff and created a hostile and offensive working environment.

26. Defendant's sexually discriminatory conduct would have detrimentally affected a reasonable person of the same sex in plaintiff's position.

27. Plaintiff complained to her store manager, Matt Langley, and market manager, Marty Roustio, and defendant thereby knew, or should have known, of the sexual harassment of plaintiff and that said sexual harassment would detrimentally affect plaintiff.

28. Defendant failed to implement prompt and appropriate corrective action to remedy the sexual harassment of plaintiff, and the hostile work environment not only continued after plaintiff's complaints, but it intensified in retaliation for plaintiff's complaints.

29. Defendant intentionally engaged in unlawful employment practices in violation of 42 U.S.C. §2000e by the foregoing sexual harassment.

30. As a result of defendant's discriminatory conduct creating a hostile work environment for plaintiff, plaintiff was damaged and is entitled to all remedies available to her as provided in 42 U.S.C. §2000e and 42 U.S.C. §1981a, including but not limited to damages for embarrassment, humiliation, emotional distress, lost wages, back pay and front pay all in an exact amount which is unknown at this time, and plaintiff is

reasonably expected to suffer from such damages in the future.

31. Defendant's conduct was outrageous because of defendant's evil motive or reckless indifference to the rights of the plaintiff, thereby entitling plaintiff to punitive damages in an amount that will punish defendant and will deter defendant and others from like conduct.

32. Plaintiff further requests an award of attorney's fees and expenses of litigation in accordance with 42 U.S.C. §1988.

WHEREFORE, plaintiff requests that the Court grant her judgment against the defendant Rent-A-Center, Inc. in an amount that is fair and reasonable, for punitive damages, for her costs and attorneys' fees, and for such other relief as this Court deems just and proper.

**COUNT II**  
**MHRA- SEXUAL HARASSMENT**

33. Plaintiff incorporates by reference the allegations contained in the foregoing paragraphs as though fully set forth herein.

34. Throughout the term of plaintiff's employment with defendant, plaintiff's store manager Matt Langley pervasively and regularly subjected plaintiff to offensive and unwelcome sexually derogatory language, sexual comments, and sexual innuendos, all on the basis of her sex, female.

35. Defendant's sexually discriminatory conduct detrimentally affected plaintiff and created a hostile and offensive working environment.

36. Defendant's sexually discriminatory conduct would have detrimentally affected a reasonable person of the same sex in plaintiff's position.

37. Plaintiff complained to her store manager, Matt Langley, and market manager, Marty Roustio, and defendant thereby knew, or should have known, of the sexual harassment of plaintiff and that said sexual harassment would detrimentally affect plaintiff.

38. Defendant failed to implement prompt and appropriate corrective action to remedy the sexual harassment of plaintiff, and the hostile work environment not only continued after plaintiff's complaints, but it intensified in retaliation for plaintiff's complaints.

39. Defendant intentionally engaged in unlawful employment practices in violation of Mo. Rev. Stat. §213.010 et seq., by the foregoing sexual harassment.

40. As a result of defendant's discriminatory conduct creating a hostile work environment for plaintiff, plaintiff was damaged and is entitled to all remedies available to her as provided in Mo. Rev. Stat. §213.010 et seq., including but not limited to damages for embarrassment, humiliation, emotional distress, lost wages, back pay and front pay all in an exact amount which is unknown at this time, and plaintiff is reasonably expected to suffer from such damages in the future.

41. Defendant's conduct was outrageous because of defendant's evil motive or reckless indifference to the rights of the plaintiff, thereby entitling plaintiff to punitive damages in an amount that will punish defendant and will deter defendant and others from like conduct.

42. Plaintiff further requests an award of attorney's fees and expenses of litigation in accordance with Mo. Rev. Stat. §213.010 et seq..

WHEREFORE, plaintiff requests that the Court grant her judgment against the

defendant Rent-A-Center, Inc. in an amount that is fair and reasonable, for punitive damages, for her costs and attorneys' fees, and for such other relief as this Court deems just and proper.

**COUNT III**  
**TITLE VII - RETALIATION**

43. Plaintiff incorporates by reference the foregoing allegations as though fully set forth herein.

44. After plaintiff reported the sexual harassment and hostile work environment to her store manager, Matt Langley, and her market manager, Marty Roustio, defendant retaliated against plaintiff.

45. The retaliation included, but was not limited to, the continuation of the offensive and unwelcome derogatory sexual remarks, unfavorable changes to plaintiff's work assignments, and plaintiff's ultimate termination on December 23, 1998.

46. Defendant knew or should have known of the retaliation against plaintiff, and failed to implement prompt and appropriate corrective action to remedy the retaliation against plaintiff.

47. Defendant intentionally engaged in unlawful employment practices in violation of 42 U.S.C. § 2000e by the foregoing retaliation.

48. As a result of defendant's unlawful retaliation against plaintiff, plaintiff was damaged and is entitled to all remedies available to her as provided in 42 U.S.C. §2000e and 42 U.S.C. §1981a, including but not limited to damages for embarrassment, humiliation, emotional distress, lost wages, back pay and front pay, all in an amount which is unknown at this time, and plaintiff is reasonably expected to



suffer from such damages in the future.

49. Defendant's conduct was outrageous because of defendant's evil motive or reckless indifference to the rights of the plaintiff, thereby entitling plaintiff to punitive damages in an amount that will punish defendant and will deter defendant and others from like conduct.

50. Plaintiff further requests an award of attorney's fees and expenses of litigation in accordance with 42 U.S.C. §1988.

WHEREFORE, plaintiff requests that the Court grant her judgment against the defendant Rent-A-Center, Inc. in an amount that is fair and reasonable, for punitive damages, for her costs and attorneys' fees, and for such other relief as this Court deems just and proper.

**COUNT VI**  
**MHRA - RETALIATION**

51. Plaintiff incorporates by reference the foregoing allegations as though fully set forth herein.

52. After plaintiff reported the sexual harassment and hostile work environment to her store manager, Matt Langley, and her market manager, Marty Roustio, defendant retaliated against plaintiff.

53. The retaliation included, but was not limited to, the continuation of the offensive and unwelcome derogatory sexual remarks, unfavorable changes to plaintiff's work assignments, and plaintiff's ultimate termination on December 23, 1998.

54. Defendant knew or should have known of the retaliation against plaintiff,

and failed to implement prompt and appropriate corrective action to remedy the retaliation against plaintiff.

55. Defendant intentionally engaged in unlawful employment practices in violation of Mo. Rev. Stat. §213.010 et seq., by the foregoing retaliation.

56. As a result of defendant's unlawful retaliation against plaintiff, plaintiff was damaged and is entitled to all remedies available to her as provided in Mo. Rev. Stat. §213.010 et seq., including but not limited to damages for embarrassment, humiliation, emotional distress, lost wages, back pay and front pay, all in an amount which is unknown at this time, and plaintiff is reasonably expected to suffer from such damages in the future.

57. Defendant's conduct was outrageous because of defendant's evil motive or reckless indifference to the rights of the plaintiff, thereby entitling plaintiff to punitive damages in an amount that will punish defendant and will deter defendant and others from like conduct.

58. Plaintiff further requests an award of attorney's fees and expenses of litigation in accordance with Mo. Rev. Stat. §213.010 et seq..

WHEREFORE, plaintiff requests that the Court grant her judgment against the defendant Rent-A-Center, Inc. in an amount that is fair and reasonable, for punitive damages, for her costs and attorneys' fees, and for such other relief as this Court deems just and proper.

**COUNT V**  
**TITLE VII - SEX DISCRIMINATION**

59. Plaintiff incorporates by reference the foregoing allegations as though

fully set forth herein.

60. Throughout the term of her employment with defendant, plaintiff was subjected to unequal terms and conditions of employment on the basis of her sex, female, as compared to similarly situated males, including but not limited to: plaintiff received less pay, plaintiff received less promotional opportunities, plaintiff was assigned less favorable job duties, plaintiff was judged by different standards in her job performance, and plaintiff was ultimately terminated on December 23, 1998.

61. The foregoing conduct of the Defendant through its agents and employees was motivated by the plaintiff's sex, and constituted discrimination against plaintiff by defendant on the basis of her sex.

62. Defendant knew or should have known of the sex discrimination alleged above and failed to implement prompt and appropriate corrective action.

63. Defendant intentionally engaged in unlawful employment practices in violation of 42 U.S.C. §2000e by the foregoing sex discrimination.

64. Plaintiff was damaged by the above mentioned discrimination and is entitled to all remedies available to her as provided in 42 U.S.C. §2000e and 42 U.S.C. §1981(a), including but not limited to damages for loss of income, embarrassment, humiliation, emotional distress, damage to her reputation, diminution in earnings capacity, and other damages as yet undetermined, and plaintiff is reasonably expected to suffer from such damages in the future.

65. The conduct of the defendant was outrageous and was intentional or was recklessly indifferent to plaintiff's rights, thereby entitling plaintiff to punitive damages in an amount that will punish Defendant and deter Defendant and others from like

conduct.

66. Plaintiff further requests an award of attorney's fees and expenses of litigation in accordance with 42 U.S.C. §1988.

WHEREFORE, plaintiff requests that the Court grant her judgment against the defendant Rent-A-Center, Inc. in an amount that is fair and reasonable, for punitive damages, for her costs and attorneys' fees, and for such other relief as this Court deems just and proper.

**COUNT VI**  
**MHRA - SEX DISCRIMINATION**

67. Plaintiff incorporates by reference the foregoing allegations as though fully set forth herein.

68. Throughout the term of her employment with defendant, plaintiff was subjected to unequal terms and conditions of employment on the basis of her sex, female, as compared to similarly situated males, including but not limited to: plaintiff received less pay, plaintiff received less promotional opportunities, plaintiff was assigned less favorable job duties, plaintiff was judged by different standards in her job performance, and plaintiff was ultimately terminated on December 23, 1998.

69. The foregoing conduct of the Defendant through its agents and employees was motivated by the plaintiff's sex, and constituted discrimination against plaintiff by defendant on the basis of her sex.

70. Defendant knew or should have known of the sex discrimination alleged above and failed to implement prompt and appropriate corrective action.

71. Defendant intentionally engaged in unlawful employment practices in

violation of Mo. Rev. Stat. §213.010 et seq., by the foregoing sex discrimination.

72. Plaintiff was damaged by the above mentioned discrimination and is entitled to all remedies available to her as provided in Mo. Rev. Stat. §213.010 et seq., including but not limited to damages for loss of income, embarrassment, humiliation, emotional distress, damage to her reputation, diminution in earnings capacity, and other damages as yet undetermined, and plaintiff is reasonably expected to suffer from such damages in the future.

73. The conduct of the defendant was outrageous and was intentional or was recklessly indifferent to plaintiff's rights, thereby entitling plaintiff to punitive damages in an amount that will punish Defendant and deter Defendant and others from like conduct.

74. Plaintiff further requests an award of attorney's fees and expenses of litigation in accordance with Mo. Rev. Stat. §213.010 et seq.

. WHEREFORE, plaintiff requests that the Court grant her judgment against the defendant Rent-A-Center, Inc. in an amount that is fair and reasonable, for punitive damages, for her costs and attorneys' fees, and for such other relief as this Court deems just and proper.

WHITE, ALLINDER & GRAHAM, L.L.C.

BY: /s/ Gene P. Graham, Jr.  
GENE P. GRAHAM, JR. 34950 MO  
MARY BETH CLUNE 43005 MO  
14801 East 42nd Street  
Independence, Missouri 64055  
(816) 373-9080/ FAX 373-9319  
ATTORNEYS FOR PLAINTIFF

**REQUEST FOR JURY TRIAL**

COMES NOW plaintiff, by and through the undersigned and hereby requests a trial by jury on all issues in the above-referenced Complaint.

WHITE, ALLINDER & GRAHAM, L.L.C.

BY: /s/ Gene P. Graham, Jr.  
GENE P. GRAHAM, JR. 34950 MO  
MARY BETH CLUNE 43005 MO  
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