

IN THE UNITED STATES DISTRICT COURT IN
THE WESTERN DISTRICT OF MISSOURI

TRACY LEVINGS,

Plaintiff,

v.

RENT-A-CENTER, INC.,

Defendant.

Case No. 00-0596-CV-W-SOW

JURY TRIAL DEMANDED

MARGARET BUNCH,

Plaintiff,

v.

RENT-A-CENTER, INC.,

Defendant.

Case No. 00-364-CV-W-3-ECF

JURY TRIAL DEMANDED

FIRST AMENDED CLASS ACTION COMPLAINT

COMES NOW Plaintiffs, and for the causes of action on behalf of themselves and the Class described here, state and allege the following:

NATURE OF THE CLAIM

1. This is a Class Action brought by Tracy Levings and Margaret Bunch on behalf of themselves and other individuals similarly situated against defendant Rent-A-Center, Inc. (hereinafter RAC). Plaintiffs seek declaratory relief, injunctive relief, and monetary damages to redress the deprivation of rights suffered by plaintiffs and members of the class under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000c ~~et seq.~~ (Title VII) and Mo. Rev.

Stat. § 213.010 et seq. Plaintiffs are female former employees of RAC who have been the victim of discriminatory employment policies and practices based on their gender. Plaintiffs and the Class described herein have been damaged as a result of defendant RAC's purposeful discriminatory pattern and practice in employment with respect to female employees.

2. Plaintiffs and all Class Members have had the terms and/or conditions of their employment with Defendant RAC affected in one or more of the following ways:

- (a) Pursuant to an established pattern and practice of discrimination in employment, Plaintiffs and other female employees are subjected to a hostile and offensive working environment. This environment is materially different from the environment to which similarly situated or less qualified male employees are subjected. In furthering this discriminatory and hostile environment based on gender, RAC fails to respond to or investigate reports of such discrimination and hostility.
- (b) Pursuant to an established pattern and practice of discrimination in employment at RAC, Plaintiffs and other female employees are subjected to job requirements which are materially different from those imposed on similarly situated or less qualified male employees.
- (c) Pursuant to an established pattern and practice, Plaintiff and other female employees are denied promotional opportunities extended to similarly situated or less qualified male employees.
- (d) Pursuant to an established pattern and practice, Plaintiffs and other female employees are compensated less than similarly situated or less qualified male employees.
- (e) RAC disciplines, terminates, and/or otherwise punishes employees who complain of the gender-based discriminatory practices at RAC.
- (f) That RAC has recently imposed a 75 pound lifting requirement on all new hires which although facially neutral, is discriminatory in its impact on female employees.
- (g) That since the formation of RAC Inc. the 75 pound lifting policy has been used to discriminate against females in hiring new females, retention of existing females and thereby reduced the number of females being considered for promotion, thereby reducing the number of female employees in management positions company wide.

- (h) That the imposition of the policy requiring each employee to be able to lift 75 pounds was designed in an effort to create a barrier to hiring new female employees and to eliminate existing female employees job positions.
- (i) That RAC has utilized the 75 pound lifting restriction to deny females the opportunity to acquire the experience and opportunities necessary to obtain the qualifications to be promoted.

3. Defendant has had actual notice of the aforementioned, but has taken inadequate steps to eliminate said discriminatory policies, procedures, and practices.

JURISDICTION AND VENUE

4. This action is brought as a class action pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (Title VII).

5. Jurisdiction of this Court is founded upon 28 U.S.C. §§ 1331 and 1342, as well as U.S.C. § 2000e-5(f)(3).

6. Venue is proper under 28 U.S.C. § 1391(b) and 42 U.S.C. § 2000e-5(f)(3).

7. Plaintiffs have satisfied the administrative prerequisites to suit under Title VII.

PARTIES

8. Each Plaintiff is a former female employee of RAC, as described more fully in this Complaint.

9. Defendant RAC 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 RAC owns and operates over 1000 rent-to-own stores across the United States and Canada, and employs thousands of employees, primarily in the rent-to-own business.

CLASS ALLEGATIONS

10. Plaintiffs sue on behalf of themselves and a Class of similarly situated persons

pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure. The class that Plaintiffs seek to represent consists of all present, former, and future female employees who have, because of their sex, been denied promotion, been discharged or constructively discharged, endured retaliation for complaining of defendant's discriminatory practices, or been subjected to sexual harassment while in defendant's employ.

11. Subsection (a)(1) of Rule 23 is satisfied in that the class Plaintiff's seek to represent is so numerous that joinder is impracticable. Upon information and belief, the number of current and former female employees of RAC is at least one thousand.

12. Subsection (a)(2) of Rule 23 is satisfied in that there are questions of fact and law common to the members of the Class which predominate over any questions affecting only individual members, to wit: whether Rent-A-Center maintained and does currently maintain, a continuing pattern and practice of discrimination against women in employment.

13. Subsection (a)(3) of Rule 23 is satisfied in that the claims of Class Representatives Levings and Bunch are typical of the claims of the Class.

14. Subsection (a)(4) of Rule 23 is satisfied in that the Representative Plaintiffs will fairly and adequately protect the interests of the Class.

15. Subsection (b)(2) of Rule 23 is satisfied in that defendant RAC has acted or refused to act on grounds generally applicable to the Class thereby making appropriate the rendering of final injunctive and/or corresponding declaratory relief with respect to the Class.

16. Pursuant to subsection (b)(3) of Rule 23, a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy described herein.

17. Pursuant to subsection (b)(3) of Rule 23, there are questions of law and fact common to this Class and which predominate over any questions solely affecting individual

members of the Class. The questions of law and fact common to this Class include, but are not limited to, the following issues:

- (a) Whether Federal Civil Rights laws were violated by RAC's policies and practices as alleged herein;
- (b) Whether RAC maintained the gender-based discriminatory policies and practices as alleged herein;
- (c) Whether RAC's gender-based discriminatory policies and practices constitute purposeful discrimination;
- (d) Whether RAC's gender-based discriminatory policies and practices result in disparate impact and/or disparate treatment of women;
- (e) Whether RAC has maintained and continues to maintain a hostile working environment for female employees;
- (f) Whether RAC has a practice of retaliating against employees who complain of the sexually harassing and hostile environment;
- (g) Whether RAC has routinely and commonly subjected female employees to unlawful terms and conditions of employment that were different than those for similarly situated or less qualified male employees, including, but not limited to pay, promotion, and other terms and conditions for employees;
- (h) Whether the gender of female employees was a motivating factor in RAC's gender-based discriminatory policies, procedures, and company-wide practices;
- (i) Whether RAC's discriminatory conduct violated Title VII;
- (j) Whether RAC's discriminatory policies and practices continue to affect its employees necessitating injunctive relief and monitoring by the Court;
- (k) Whether RAC's actions were willful, intentional, wanton and/or in reckless disregard of the rights of Plaintiffs and members of the Class; and
- (l) Whether, and in what amount, RAC should be assessed punitive damages to punish it and other companies like RAC from engaging in similar conduct in the future.

ALLEGATIONS OF REPRESENTATIVE PLAINTIFFS

Tracy Levings

21. Plaintiff Tracy Levings is a resident of the State of Missouri at 523 East Burkhart, Moberly, Missouri 65270. Ms. Levings was employed by defendant RAC from July, 1998 until November, 1998 as a Rental Specialist. Throughout the term of her employment with RAC, Ms. Levings 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 should never have hired women, and comments that women were useless.

22. In August of 1998, Store Manager Matt Langley told Ms. Levings to take off all of her clothes and go lay on one of the beds in the showroom floor to attract customers.

23. On another occasion in August, 198, Store Manager Matt Langley physically touched Ms Levings' person without her consent, and put his hand down the back of Ms. Levings' pants, grabbed her belt and pulled her backwards when she was trying to unload an entertainment center from a van. That Levings found this to be offensive.

24. Matt Langley told Ms. Levings to wear a bikini to the store so customers would see her.

25. Throughout the term of her employment with defendant, Ms. Levings 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 Ms. Levings was judged by different standards in her job performance.

26. Ms. Levings repeatedly complained to her store manager Matt Langley about the hostile and offensive work environment and unequal terms and conditions of employment. That Langley has admitted that he discussed Levings complaints with Market Manager Rustio who

took no disciplinary action against Langley.

27. Ms. Levings also complained on several occasions about the hostile and offensive work environment and the unequal terms and conditions of employment to market manager Marty Roustio. Nothing was done to remedy the situation and no investigation was conducted of these occurrences.

28. After Ms. Levings complained about the sexual harassment and less favorable terms and conditions, the harassment and discrimination not only continued, but intensified in retaliation for her complaints.

29. On or about November 11, 1998, defendant terminated Ms. Levings on the basis of her sex, and in retaliation for her complaints of sexual discrimination and harassment.

30. Marty Roustio told Ms. Levings she was being fired. Ms. Levings believes her termination was in retaliation for complaining of gender discrimination, racial discrimination, and sexual harassment.

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

32. 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 RAC.

Margaret Bunch

33. Plaintiff Margaret Bunch is a resident of the State of Missouri at 202 North Linn, Malta Bend, Missouri, 65339. Ms. Bunch was hired by RAC 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

annually. That this amount would have been less than other similarly situated male managers across the country in the employ of Rent-A-Center Inc.

34. Ms. Bunch was assigned by RAC to the Moberly, Missouri store and initially only paid on an hourly basis, less than similarly situated male employees in similar positions.

35. Market Manager Marty Roustio continued to promise Ms. Bunch that she would be made a store manager at another store, but RAC never gave Ms. Bunch that position.

36. Throughout the term of her employment with RAC, Ms. Bunch 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.

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

38. 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.

39. When Ms. Bunch informed Matt Langley that the store was full of cockroaches, Langley told Ms. Bunch to take a shower and they would go away.

40. Langley told Ms. Bunch that she could not do her job and that she needed to go home and be a grandmother.

41. Throughout the term of her employment with defendant, Ms. Bunch 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 Ms. Bunch was judged by different standards in her job performance than similarly situated males.

42. Ms. Bunch repeatedly complained to store manager Matt Langley about the hostile and offensive work environment, filthy remarks and the unequal terms and conditions of employment.

43. Langley told Ms. Bunch to "get used to it or quit," and otherwise ignored Ms. Bunch's complaints and her requests that the harassment and discrimination stop.

44. Ms. Bunch also complained about Langley's behavior and the hostile and offensive work environment and the unequal terms and conditions of employment to market manager Marty Roustio but nothing was done to remedy the hostile and offensive work environment.

45. On or about December 23, 1999, RAC terminated Ms. Bunch on the basis of her sex, and in retaliation for her complaints of sexual discrimination and harassment.

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

47. At all time 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 RAC.

48. Rent-A-Center, Inc. (RAC) was formerly known as Renters Choice. Renters Choice has engaged in a systematic scheme of intentional sex-based discrimination directed toward females. This pattern of gender based discrimination was continued by the same managers once Renters Choice merged with Rent-A-Center in the formation of the new entity, on or around August 3, 1998, which became the present day corporation, Rent-A-Center, Inc. The system and pattern includes:

- (a) Elimination of job classifications previously held by women.
- (b) Imposition of a weight lifting requirement unrelated to the actual requirement of the work, and further that females had previously held these positions and performed all necessary duties without need of any arbitrary 75 pound weight lifting restriction.
- (c) Administering intrusive and non-job related psychological tests.
- (d) Gender based and gender motivated harassment of females, including assignment of cleaning and clerical duties, negative comments about female's performance and their suitability for positions with the company, intense and unwarranted scrutiny of the performance of female employees, unfair and unequal imposition of discipline based upon sex, and adverse treatment because of pregnancy and other familial obligations.

49. As a result of the systematic practices outlined above female employees have been and continue to be discharged and constructively discharged on account of their sex. Female employees have been denied promotions and been demoted because of their sex. Females have been discouraged from applying for work in the company's stores on account of their sex. Women who have applied for positions in the company's stores have been denied employment on account of their sex.

51. Rent-A-Center has maintained a pattern and practice of sex discrimination against female employees and women applicants for employment in the following ways:

- (a) Discharging and constructively discharging women employees on account of their sex, while retaining comparable and less qualified men;
- (b) Failing to promote women employees on account of their sex; while selecting less qualified men for promotion;
- (c) Demoting women employees on account of their sex, while retaining less qualified men;
- (d) Discouraging women from applying for employment on account of their sex including placing ads for new hires that mention 75 pound weight lifting requirement, although men who apply are never tested for this weight lifting requirement;

- (e) Failing to hire women applicants on account of their sex, while selecting less qualified men for employment;
- (f) Harassing women employees on the basis of sex.

COUNT I
TITLE VII - SEXUAL HARASSMENT

52. Plaintiffs hereby incorporate paragraphs 1 through 51 of the First Amended Class Action Complaint, by reference, as if fully set forth herein.

53. RAC has maintained a pattern and practice of sexual harassment against female employees in the following ways:

- (a) Subjecting female employees to offensive, derogatory, and unwelcome sexually derogatory language, sexual comments, and sexual innuendos and offensive physical touching and battery, all on the basis of their sex, female;
- (b) Creating a sexually hostile and offensive work environment for its female employees;
- (c) Failing to take prompt and corrective actions to remedy the sexual harassment and hostile environment after female employees complained.
- (d) Failing to promote females to positions of store manager, market manager, regional director and vice president.
- (e) Failing to develop a non-discriminatory method for promotions resulting in the absence of females from positions above the entry level positions.

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

55. As a result of defendant RAC's discriminatory conduct creating a hostile work environment for Plaintiffs and other female employees, Plaintiffs and members of the Class have been damaged and are entitled to all remedies available to them as provided in 42 U.S.C. § 2000e, 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.

56. RAC's conduct was outrageous because of RAC's evil motive or reckless indifference to the rights of the Plaintiffs and members of the Class, thereby entitling Plaintiffs and Class Members to punitive damages in an amount that will punish defendant and will deter defendant and others from like conduct.

57. Plaintiffs further request an award of attorneys' fees and expenses of litigation in accordance with 42 U.S.C. § 1988.

COUNT II
TITLE VII RETALIATION

58. Plaintiffs incorporate by reference all allegations previously pleaded herein.

59. After plaintiffs Levings and Bunch, and others, reported the sexual harassment and gender discrimination and hostile work environment to their store manager Matt Langley and market manager Marty Rustio, plaintiff's Levings, Bunch and others were retaliated against and terminated.

60. That 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 termination.

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

62. As a result of defendant's unlawful retaliation against plaintiffs, plaintiffs were damaged and are entitled to all remedies available to them as provided in 42 U.S.C.2000e, 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 plaintiffs are

reasonably expected to suffer from such damages in the future.

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

64. Plaintiffs seek an award of attorneys fees and expenses.

COUNT III
TITLE VII - SEXUAL DISCRIMINATION

65. Plaintiffs hereby incorporate the foregoing paragraphs of the First Amended Class Action Complaint, by reference, as if fully set forth herein.

66. The foregoing conduct of Rent-A-Center violates the rights of the Plaintiff's and the class they represent to be free from discrimination on account of sex under Title VII of the Civil Rights Act of 1964, under both the disparate treatment and disparate impact analysis.

67. The foregoing conduct of RAC was willful, malicious and undertaken with reckless indifference to the federally protected rights of the Plaintiff's and all present, former and future female employees and female applicants for employment who have, because of their sex been denied promotions, discharged or constructively discharged, denied employment, received less pay, assigned less favorable job duties, and judged by different standards in their job performance .

68. The foregoing conduct of Rent-A-Center, Inc. is and has been continuing in nature.

69. That as a consequence of the foregoing conduct the Plaintiffs and members of the class they seek to represent have suffered past and future lost wages, loss of earning capacity and other employment benefits.

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 42 U.S.C. §2000e by the foregoing sex discrimination.

72. Plaintiffs were damaged by the above mentioned discrimination and is entitled to all remedies available 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 reputation, diminution in earnings capacity, and other damages as yet undetermined, and plaintiffs are 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 plaintiffs to punitive damages in an amount that will punish Defendant and deter Defendant and others from like conduct.

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

COUNT IV
MHRA-SEXUAL HARASSMENT

75. Plaintiffs incorporate by reference the allegations contained in the foregoing paragraphs as though fully set forth herein.

76. Throughout the term of plaintiffs' employment with defendant, defendants store managers, market managers and regional directors pervasively and regularly subjected females to offensive and unwelcome sexually derogatory language, sexual comments, and sexual innuendos, and offensive touching, all on the basis of the plaintiffs' sex, female.

77. Defendant's sexually discriminatory conduct would have detrimentally affected a

reasonable person of the same sex in these plaintiff's positions.

78. Plaintiffs complained to their store managers, market managers, human resource personnel, and regional directors, and defendant thereby knew, or should have known, of the sexual harassment of plaintiffs and that said harassment and touching would detrimentally affect these plaintiffs.

79. Defendant failed to implement prompt and appropriate corrective action to remedy the sexual harassment and gender discrimination of plaintiffs, and the hostile work environment not only continued after plaintiffs' complaints, but it intensified in retaliation for plaintiffs' complaints, including in some instances termination of plaintiffs for reporting the conduct. That upon the merger of Renters Choice and Rent-A-Center the new corporation, Rent-A-Center, Inc. immediately disbanded the entire human resources department and eliminated the employee's that had been trained to investigate and respond to complaints of discrimination, harassment and retaliation. That the human resources department was eliminated in order to make it more difficult for aggrieved females to obtain any relief from the harassment and discrimination.

80. Defendant intentionally engaged in unlawful employment practices in violation of Mo. Rev. Stat. 213.010 et seq.. As a result of defendant's discriminatory conduct creating a hostile work environment for plaintiffs, plaintiffs were damaged and are entitled to all remedies available to them 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.

81. Defendant's conduct was outrageous because of defendant's evil motive or

reckless indifference to the rights of the plaintiffs, thereby entitling plaintiffs to punitive damages in an amount that will punish defendant and deter defendant and others from like conduct.

82. Plaintiffs request an award of attorneys fees and expenses in accordance with Mo. Rev. Stat. 213.010.

COUNT V
MHRA-RETALIATION

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

84. After plaintiffs reported the sexual harassment and hostile work environment to their store managers, market managers, human resource personnel, regional directors or the manager of customer relations department, they began to experience retaliation. The retaliation included, but was not limited to, the continuation of the offensive and unwelcome derogatory sexual remarks, unfavorable work assignments, and termination.

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

86. Defendant intentionally engaged in unlawful employment practices in violation of Mo. Rev. Stat. 213.010 by engaging in the foregoing retaliation.

87. As a result of the defendant's unlawful retaliation against these plaintiff's, they were damaged and are entitled to all remedies available to them 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, front pay, all in an amount which is unknown at this time, and all damages plaintiff is expected to suffer in the future.

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

89. Plaintiffs request an award of attorneys fees and expenses of litigation in accordance with Mo. Rev. Stat. 213.010 et seq.

COUNT VI
MHRA - SEX DISCRIMINATION

90. Plaintiffs incorporate by reference the foregoing allegations as though fully set forth herein.

91. The foregoing conduct of RAC was willful, malicious and undertaken with reckless indifference to the protected rights of the Plaintiffs and all present, former and future female employees and female applicants for employment who have, because of their sex been denied promotions, discharged or constructively discharged, denied employment, received less pay, assigned less favorable job duties, and judged by different standards in their job performance .

92. The foregoing conduct of Rent-A-Center, Inc. is and has been continuing in nature.

93. That as a consequence of the foregoing conduct the Plaintiffs and members of the class they seek to represent have suffered past and future lost wages, loss of earning capacity and other employment benefits.

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

95. Defendant intentionally engaged in unlawful employment practices in violation of

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

96. Plaintiffs were damaged by the above mentioned discrimination and are entitled to all remedies available 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 reputation, diminution in earnings capacity, and other damages as yet undetermined, and plaintiffs are reasonably expected to suffer from such damages in the future.

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that this Court:

- (A) Certify this case as a Class Action;
- (B) Enter a judgment pursuant to jury verdicts that the acts and practices of Defendants complained of herein are in violation of the laws of the United States and the State of Missouri;
- (C) Pursuant to jury verdicts award plaintiffs and the Class lost wages, including all lost fringe benefits and back pay, including, without limitation, compensation differential and any lost benefits that would have otherwise been accorded Plaintiffs absent the illegal discrimination;
- (D) Award Plaintiffs and the Class, pursuant to jury verdicts, compensatory and punitive damages;

(E) Award Plaintiffs the costs of this action, including the fees and costs of experts, together with reasonable attorneys fees;

(F) Order injunctive relief as the Court deems necessary to correct ongoing discriminatory practices and prevent future discriminatory practices. Grant Plaintiffs and the Class equitable relief enjoining Defendants from discriminatory acts and practices and monitoring Defendant's compliance with anti-discrimination laws, along with other affirmative injunctive relief which the Court deems proper;

(G) Order such relief as the Court deems appropriate.

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

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