

IN THE IOWA DISTRICT COURT IN AND FOR JOHNSON COUNTY

RON HACKATHORN

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY

Defendant.

LAW No. LACV

FILED
JUN -6 PM 1:43
IOWA DISTRICT COURT
JOHNSON COUNTY, IOWA

PETITION AT LAW AND JURY DEMAND

COMES NOW, the Plaintiff Ron Hackathorn, and for his cause of action against

the Defendant Allstate Insurance Company states:

1. That Plaintiff Ron Hackathorn is, and at all times material hereto was a currently a resident of Johnson County, Iowa and is over 40 years old.
2. That Defendant Allstate Insurance Company [Hereinafter "Allstate"] is a foreign corporation whose principal place of business is 3075 Sanders Road - Suite H2C, Northbrook, IL 60062-7127.
3. Venue in Johnson County is appropriate as alleged illegal employment practice occurred in this county.
4. Damages exceed the statutory limits for small claims court.
5. Plaintiff has exhausted all administrative remedies. A right to sue letter has been issued and this action has been brought within the ninety (90) day time limit set forth in said Notice.
6. Plaintiff Ron Hackathorn was hired by CNA Personal Lines in 1998. In late 1999, Defendant Allstate acquired CNA Personal Lines and rebranded it as

Encompass Insurance. Employees of the CNA business unit purchased by Defendant Allstate, including Plaintiff, became employees of Defendant effective January 1, 2000.

7. Throughout his employment with Defendant Allstate, Plaintiff was a Territory Sales Consultant [Hereinafter "TSC"]. In that capacity, Plaintiff was responsible for educating, training and consulting with agencies that sell Encompass and Allstate brand products, and for appointing new agencies to sell these products.

8. Prior to the arrival of new management in 2007, at which time Jeffrey Burke became the regional sales director, and Vaughn Bailey became Plaintiff Ron Hackathorn's immediate supervisor, Plaintiff's performance was regarded as and actually did consistently meet or exceeded Defendant Allstate's reasonable expectations.

9. For example, in 2005, Plaintiff won "Circle of Success" winning a trip to California. In 2006, Plaintiff won a trip to Las Vegas based on performance.

10. In April 2007, Plaintiff's territory expanded to include Iowa, North Dakota and South Dakota. With the expansion, Plaintiff had over 200,000 square miles to cover, which was the second largest area covered by anyone in his position throughout the country.

11. On August 28, 2007, Plaintiff met with Mr. Bailey for the first time. During the meeting, Plaintiff indicated to Mr. Bailey that Plaintiff had had a quadruple bypass and had had three heart attacks.

12. Plaintiff Ron Hackathorn met with Mr. Bailey and Mr. Burke at Allstate's Kansas City offices on September 3, 2007. Plaintiff was in meetings all day in Kansas City on September 3, 4th, and 5th, until approximately 1:00 p.m., when Plaintiff left for Des Moines, where he was going to call on agents the next day.

13. Plaintiff had forgotten his cellular phone charger, and by September 5, 2007, his cellular phone was dead. That night, Plaintiff bought a phone charger.

14. After charging his phone, Plaintiff discovered that he had two messages from a fellow TSC who covered Missouri and two messages from Mr. Bailey. The TSC indicated in the messages that she was called within 15 minutes of leaving the meeting in Kansas that she had also attended, and was told to come back. When she went back, she was fired. In the calls from Mr. Bailey, one being approximately 15 minutes after Plaintiff left from the meeting, Mr. Bailey asked Plaintiff to return as well.

15. Plaintiff contacted Mr. Bailey that night. Although it was approximately 7:00 p.m., Mr. Bailey indicated that he wanted Plaintiff to make the three hour trip back to Kansas City. Ultimately, it was agreed that a meeting would take place in Des Moines the next day.

16. That night Plaintiff also left a message with the human resources manager indicating that it seemed strange that after years of employment, he was being fired days after disclosing he had a heart condition. The HR manager left a message indicating that if Plaintiff is not ready to quit, he could call her in the morning and they could talk.

17. Because Human Resources was involved, Plaintiff was not fired the next day. Instead, at the meeting, Mr. Bailey and Mr. Burke, indicated that to keep his job, Plaintiff would have to leave Iowa City, where he had lived his entire life, and moved to Des Moines by November 1, 2007, less than two months from then. To Mr. Bailey and Mr. Burke's surprise, Plaintiff indicated that he was willing to move.

18. Allstate management had a philosophy that if a supervisor could not force somebody they wanted out to quit, the supervisor would be looked at as a weak leader.

19. Almost immediately, Plaintiff began making arrangements to sell his house in Iowa City, and to find a place to live in Des Moines. However, Plaintiff heard nothing more about the new assignment.

20. Plaintiff met with Mr. Burke in Iowa City the day after Thanksgiving in 2007. At that point, Plaintiff was leading two national sales competitions and was on pace to win two separate trips. Moving to Des Moines was not mentioned.

21. Plaintiff took a two week vacation in December 2007. When he returned, another TSC was given western Iowa and another person was given South Dakota.

22. Mr. Burke and Mr. Bailey became increasingly unfairly critical of the manner in which Plaintiff performed his job. They also set expectations for Plaintiff that were unfair, unreasonable, and beyond expectations set for other younger TSC's.

23. On the Wednesday before Thanksgiving, Plaintiff learned that he won another national sales competition. He was awarded an all expenses paid trip for two to a college football bowl game in New Orleans. Plaintiff was also on pace to receive a nearly a \$15,000.00 bonus based on objective performance considerations.

24. The following Monday, the next business day, Mr. Burke and Mr. Bailey terminated Plaintiff citing performance.

25. At all times material hereto Plaintiff was qualified for his employment position and performed his employment duties such that they met or exceeded the requirements for that position.

26. The stated reasons for his termination were pretextual.

27. Plaintiff was terminated because of his age.

28. Defendant Allstate's unlawful employment practices, as described above, were in violation of Iowa Code § 216.

29. As a direct and proximate result of said discrimination, Plaintiff has suffered and will continue to suffer extreme mental anguish, outrage, harm to his earning ability and earning capacity, lost front and back pay and fringe benefits, embarrassment, damage to reputation and loss of enjoyment and of the ordinary pleasures of life.

WHEREFORE, Plaintiff, Ron Hackathorn, prays this court order judgment against Defendant and award Plaintiff damages as will fairly compensate him for his injuries, including front and back pay, fringe benefits, consequential damages, emotional distress damages, interest, attorney fees and all other recoverable damages, and for any other relief this court deems reasonable and warranted.

JURY DEMAND

COMES NOW, Plaintiff, Ron Haokathorn, by and through his attorneys, and hereby demands a trial by jury.

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