

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

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| KATHRYN JIMENEZ, |) | No. ED101015 & ED101241 |
| |) | |
| Petitioner/Respondent, |) | Appeal from the Circuit Court of the |
| |) | St. Louis County |
| vs. |) | |
| |) | Honorable Michael T. Jamison |
| CINTAS CORPORATION, ET AL., |) | |
| |) | |
| Respondent/Appellant. |) | Filed: January 13, 2015 |

Cintas Corporation and its subsidiaries (“Cintas”), as well as its managers Timothy Baker and Brian Fitzsimmons, (collectively “Defendants”) appeal from the trial court’s order denying their motion to compel arbitration of the employment discrimination claims brought by Kathryn Jimenez. Defendants contend the trial court erred in failing to compel arbitration of Jimenez’s claims, pursuant to a valid agreement, because there was sufficient consideration based upon: (1) the parties’ mutual promises to arbitrate disputes arising out of Jimenez’s employment relationship; and (2) Cintas’s offer to Jimenez of “new” or “future” at-will employment. Cintas also contends the agreement to arbitrate was part of an enforceable contract based upon an offer and acceptance, and the terms of that agreement were not unconscionable.

AFFIRMED.

DIVISION FIVE HOLDS: Neither the arbitration provision in this case nor Jimenez’s at-will employment provides consideration necessary to support the conclusion that the parties formed a valid agreement under Missouri law. Our disposition of these first two points is dispositive of the appeal. Cintas has failed to meet its burden to prove the existence of a valid arbitration agreement. The judgment overruling Defendants’ motion to compel arbitration is affirmed.

Opinion by: Lisa S. Van Amburg,
Angela T. Quigless, C.J. concurs and
Kurt S. Odenwald, J. concurs in a separate opinion.

Attorneys for Appellants: Steven James Hughes, Mark Chumley (co-counsel), Jennifer Colvin (co-counsel)
Attorneys for Respondent: Gretchen Godar Myers.

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.