

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

JOSHUA BLAINE HEDRICK

APPELLANT,

v.

**JAY WOLFE IMPORTS I, LLC,
D/B/A JAY WOLFE HONDA**

RESPONDENT.

DOCKET NUMBER WD76013

DATE: July 30, 2013

Appeal From:

Jackson County Circuit Court
The Honorable Ann Mesle, Judge

Appellate Judges:

Special Division: Joseph M. Ellis, Presiding Judge, Gary D. Witt, Judge and Robert Clayton III,
Special Judge

Attorneys:

Jordan R. Bergus and Ryan M. Paulus, Kansas City, MO, for appellant.

Christopher M. Sanders, Clayton, MO, for respondent.

MISSOURI APPELLATE COURT OPINION SUMMARY

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

JOSHUA BLAINE HEDRICK,

APPELLANT,

v.

**JAY WOLFE IMPORTS I, LLC,
D/B/A JAY WOLFE HONDA,**

RESPONDENT.

No. WD76013

Jackson County

Before Special Division: Joseph M. Ellis, Presiding Judge, Gary D. Witt, Judge and Robert Clayton III, Special Judge

Joshua Blaine Hedrick ("Hedrick") was an internet car sales manager when he was terminated by his employer, Jay Wolfe Imports I, L.L.C. d/b/a Jay Wolfe Honda ("Wolfe"), after a member of his household purchased a Honda vehicle from a competitor. Wolfe's policy was that employees and members of their households were prohibited from buying a new Honda vehicle from another Honda dealer without giving Wolfe a chance to match the competitor's price. Hedrick brought suit for wrongful termination arguing the public policy exception to Missouri's at-will employment doctrine and alleged violations of antitrust law.

AFFIRMED.

Special Division holds:

(1) In order for the public policy exception to apply, Hedrick's petition needed to identify a "clear mandate of public policy" pursuant to which he was acting and for which he was terminated. Such public policy needs to be found in a constitutional provision, statute, regulation promulgated pursuant to statute, or a rule created by a governmental body. Because Hedrick's petition did not identify a clear mandate of public policy in the law, the public policy exception to the at-will employment doctrine does not apply. Without falling under an exception, Hedrick's employer is not liable for Hedrick's termination.

(2) With regard to Hedrick's second count alleging violations of antitrust law, Hedrick did not sufficiently state an antitrust claim in that he did not properly allege a co-conspirator. There was no allegation that there was an agreement between Wolfe and the dealership who sold the car and other dealerships owned by Wolfe cannot be co-conspirators in the Honda market because they do not sell Honda vehicles.

Opinion by Gary D. Witt, Judge

July 30, 2013

This summary is UNOFFICIAL and should not be quoted or cited.