UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI, SOUTHWESTERN DIVISION

Fredric Darnell Travis v. Joplin Metro Credit Union et al.

Travis · No. 3:25-cv-05103-MDH · Decided April 21, 2026

SUMMARY

The United States District Court for the Western District of Missouri denied Plaintiff Fredric Darnell Travis's pro se motion to remove a Missouri state-court action involving replevin and breach-of-contract claims brought by Joplin Metro Credit Union. The court held that the state-law claims did not support federal-question jurisdiction or supplemental jurisdiction, particularly because the state court had already entered judgment and the matter was on appeal. The order also states in its conclusion that a motion to file an amended petition under seal was denied.

CASE DETAILS

COURT	United States District Court for the Western District of Missouri, Southwestern Division
WRITING FOR THE COURT	Douglas Harpool
JURISDICTION	United States District Court for the Western District of Missouri, Southwestern Division
DECIDED	April 21, 2026
DOCKET	3:25-cv-05103-MDH
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to remove a Missouri state-court action to federal court. The federal district court denied the motion.
STANDARD OF REVIEW	The court considered the propriety of removal and whether federal subject-matter jurisdiction existed.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

civil procedure · subject matter jurisdiction · credit reporting · breach of contract · replevin

PRACTICE AREAS

civil procedure · federal jurisdiction · contracts · consumer protection

QUESTIONS PRESENTED

1. Whether the plaintiff could remove the Missouri state-court action to federal district court.
2. Whether the federal court had original jurisdiction over the state-court action based on the state-law replevin and breach-of-contract claims.
3. Whether the federal court could exercise supplemental jurisdiction over the state action in connection with Travis's separate Fair Credit Reporting Act claim.

HOLDINGS

1. Removal was improper because the federal district court did not have original jurisdiction over the state-court action.
2. Supplemental jurisdiction did not support removal or federal consideration of the state action because the state-law claims were not sufficiently related to Travis's Fair Credit Reporting Act claim and the state court had already entered judgment while the matter was on appeal.

KEY QUOTATIONS

> *"Here, this Court does not have original jurisdiction of the state action and therefore removal of the state action to federal court would be improper."*

> *"The federal courts share concerns for finality and consistency and have generally declined to expand opportunities for collateral attack on a state's judgment of finality."*

FACTUAL BACKGROUND

Joplin Metro Credit Union alleged that it loaned Travis $7,931 for a 2015 Subaru, secured by a lien, and that Travis defaulted after making multiple payments. The Credit Union sought replevin of the vehicle and damages for breach of the loan agreement. The Missouri state court entered judgment for the Credit Union, awarding possession of the vehicle and $6,609.89 in damages, and the matter was on appeal when Travis sought federal removal.

PROCEDURAL HISTORY

Joplin Metro Credit Union filed a Missouri state-court action against Fredric Travis for replevin and breach of contract concerning a vehicle loan. The state court entered judgment for the Credit Union, awarding possession of the vehicle, damages, costs, and post-judgment interest; the state case was on appeal. Travis then sought to remove the state action to the United States District Court, which denied the motion.

DISPOSITION

other

CASES CITED

- Heck v. Humphrey, 512 U.S. 477, 484-85, 114 S. Ct. 2364, 2371, 129 L. Ed. 2d 383 (1994)