

FILED
IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

2007 AUG 17 A 9:55

RONALD LURI)
8669 Hollis Lane)
Brecksville, Ohio 44141)
Plaintiff,)
vs.)

CASE NO)
BRIDGET M MCCAFFER)
CV 07 633043)
Complaint

JUDGE:)

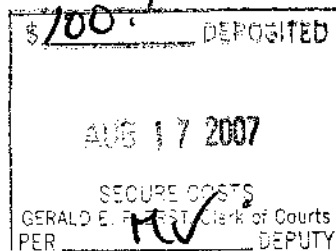
REPUBLIC SERVICES, INC.)
c/o Statutory Agent)
CT Corporation System)
36 East 7th Street)
Suite 2400)
Cincinnati, Ohio 45202)

COMPLAINT

(Jury Demand Endorsed Hereon)

and)

REPUBLIC SERVICES OF OHIO)
HAULING, LLC)
c/o Statutory Agent)
CT Corporation System)
1300 E. 9th Street)
Cleveland, Ohio 44114)



and)

REPUBLIC SERVICES OF OHIO I, LLC)
c/o Statutory Agent)
CT Corporation System)
1300 E. 9th Street)
Cleveland, Ohio 44114)

WRITTEN DISCOVERY REQUESTS,
INCLUDING REQUESTS FOR
ADMISSION, HAVE BEEN SERVED
WITH THIS COMPLAINT PURSUANT
TO OHIO CIVIL PROCEDURE RULES
33, 34, AND 36

and)

REPUBLIC SERVICES OF OHIO)
c/o Statutory Agent)
Republic Services of Ohio Hauling, LLC)
11563 Mostelar Road)
Cincinnati, Ohio 45241)

NOTICES OF DEPOSITION FOR
DEFENDANTS BOWEN AND KRALL,
AND A RULE 30(B)(5) WITNESS FOR
DEFENDANTS ALSO HAVE BEEN
SERVED WITH THIS COMPLAINT

and)

REPUBLIC WASTE SERVICES)
c/o Statutory Agent)
Republic Services of Ohio Hauling, LLC)
2800 S. Erie Street)
Massillon, Ohio 44646)

and)
)
 JIM BOWEN)
 1339 Main Street)
 Cuyahoga Falls, Ohio 44221)
)
 and)
)
 RON KRALL)
 4510 Daly Drive)
 Suite 600)
 Chantilly, Virginia 20151)
)
 and)
)
 JANE/JOHN DOES 1-5)
)
 and)
)
 XYZ Entities 1-5)
)
 Defendants.)

IDENTITY OF THE PARTIES - JURISDICTION AND VENUE

Now comes Plaintiff, Ronald Luri, by and through counsel, and for his Complaint against Defendants states as follows:

1. Plaintiff, Ronald Luri, is currently a resident of the City of Brecksville, County of Cuyahoga, and State of Ohio.
2. Defendant Republic Services, Inc. is a foreign entity, incorporated under the laws of a state other than Ohio, which maintains offices and regularly does business in Cuyahoga County, Ohio.
3. Defendant Republic Services of Ohio Hauling, LLC is a domestic entity, incorporated under the laws of the State of Ohio, which maintains offices and regularly does business in Cuyahoga County, Ohio.

4. Defendant Republic Services of Ohio I, LLC is a domestic entity, incorporated under the laws of the State of Ohio, which maintains offices and regularly does business in Cuyahoga County, Ohio.

5. Defendant Republic Services of Ohio is an entity and/or name through which Defendants Republic Services, Inc., Republic Services of Ohio Hauling, LLC, and/or Republic Services of Ohio I, LLC maintain offices and regularly do business in Cuyahoga County, Ohio, established under the laws of the State of Ohio.

6. Defendant Republic Waste Services is an entity and/or name through which Defendants Republic Services, Inc., Republic Services of Ohio Hauling, LLC, and/or Republic Services of Ohio I, LLC maintain offices and regularly do business in Cuyahoga County, Ohio, established under the laws of the State of Ohio.

7. Defendant Jim Bowen is and at all relevant times was employed as a supervisor and/or manager for Defendants Republic Services, Inc., Republic Services of Ohio Hauling, LLC, Republic Services of Ohio I, LLC, Republic Services of Ohio, and/or Republic Waste Services, and he regularly does business in Cuyahoga County, Ohio.

8. Defendant Ron Krall is and at all relevant times was employed as a supervisor and/or manager for Defendants Republic Services, Inc., Republic Services of Ohio Hauling, LLC, Republic Services of Ohio I, LLC, Republic Services of Ohio, and/or Republic Waste Services, and he regularly does business in Cuyahoga County, Ohio.

9. Defendants Jane/John Does 1-5 and XYZ Entities 1-5 are supervisory and/or managerial individuals, other than those specifically identified above, and entities, other than those specifically identified above, responsible for engaging in unlawful conduct which is now, or upon amendment may be, the subject of this litigation. This Complaint will be amended as appropriate and necessary to include the names of such individuals and/or entities.

10. Mr. Luri was employed for several years by Defendants Republic Services, Inc., Republic Services of Ohio Hauling, LLC, Republic Services of Ohio I, LLC, Republic Services of Ohio, and Republic Waste Services, and during all relevant times, Mr. Luri was supervised and/or managed by Defendants Bowen and Krall, until the date of his unlawful discharge.

11. This Court has jurisdiction over the claims set forth in this Complaint as any and all applicable prerequisites have been met and Mr. Luri's claims are premised upon provisions of the Ohio Revised Code as well as the public policy and common law of the State of Ohio.

12. Venue is proper within the Court of Common Pleas of Cuyahoga County, Ohio as Mr. Luri was employed in Cuyahoga County at all relevant times, through the date of his termination. The conduct, activity, events, and injuries which give rise to Mr. Luri's claims also occurred, in whole or in part, in Cuyahoga County, and the Defendants maintain offices and regularly conduct business in Cuyahoga County. Mr. Luri also resides in Cuyahoga County.

13. Mr. Luri is a "person" and an "employee" as defined by ORC §4112.01.

14. Defendants are each an "employer" as defined by ORC §4112.01.

STATEMENT OF FACTS

Mr. Luri Devotes Seven Years of His Life to the Defendants and Transforms their Unprofitable Lines of Business into Modern Day, Multi-Million Dollar Profit Centers

15. Mr. Luri is fifty-five (55) years of age and is, therefore in a protected class by virtue of his age.

16. Mr. Luri began working for the Defendants in November of 1998.

17. Mr. Luri became General Manager of Cleveland operations for the Defendants in July of 1999.

18. Over the next seven (7) years, Mr. Luri performed exceptionally as an employee, as evidenced by, among many other things, compensation increases, performance-based bonuses, excellent performance reviews, and performance accolades.

19. Mr. Luri was repeatedly and routinely identified as an employee who “exceeded requirements” with “high productivity, error-free work and a ‘can do’ attitude.”

20. Mr. Luri also produced outstanding business results for the Defendants in the two primary business lines for which he was responsible in his role as General Manager. First, Mr. Luri transformed the Cleveland Hauling division under his supervision from a unit that was losing money every month when he took over in 1999 to a present-day profit center, which now churns-out in excess of Two Million Dollars (\$2,000,000.00) in revenue every month for the Defendants. Second, Mr. Luri recharged and grew the Cleveland Transfer division, which was running at a loss at the start of his tenure as General Manager, to its current state as a profitable line of business, boasting more than five times (5) times the production it had done in 1999.

Despite Achieving Exceptional Results, Mr. Luri is Passed-Over for Ohio Area President in Favor of a Substantially Younger, Less Qualified Out-of-State Candidate

21. In July of 2006, the Ohio Area President announced his decision to resign. Mr. Luri had directly reported to the Ohio Area President for several years as General Manager.

22. After that decision was announced, Mr. Luri expressed to Regional Vice President Ron Krall that he wanted to be considered for the open Ohio Area President position. Mr. Krall supervised that open position and was involved in identifying the person to fill it.

23. Over the next few weeks, Mr. Krall met with Mr. Luri on one occasion to discuss the Area President position. They spoke very briefly about the job and Mr. Luri’s qualifications.

24. Mr. Luri heard nothing else about his candidacy for the Area President job until August 4, 2006, the day he secured the renewal of a key contract between the City of Cleveland and the Defendants worth more than Ten Million Dollars (\$10,000,000.00).

25. Only after the Cleveland Contract was closed, Mr. Krall explained to Mr. Luri that he had not been selected for Ohio Area President because Mr. Krall wanted to “bring a new perspective” to the marketplace. Mr. Krall also told Mr. Luri that he did not and would not take

into account any of Mr. Luri's prior outstanding performance reviews as part of the decision-making process. Mr. Krall would not tell Mr. Luri at that time who would be the new Ohio Area President. Instead, Mr. Krall told Mr. Luri that he needed to just "respect the selection process."

26. Days later, Jim Bowen, a substantially younger, less qualified candidate, was announced as the new Ohio Area President for the Defendants.

All Goes Well between Mr. Luri and his New Boss, Until Mr. Luri Objects to Getting Rid of Older, Long-Term Employees, citing concerns about Age Discrimination

27. After the announcement of the new Ohio Area President, Mr. Luri continued to perform his job well under Mr. Bowen.

28. For example, over the next several months, Mr. Bowen participated in a number of in-person and telephonic meetings addressing budgetary and strategic matters. Among other things, Mr. Bowen repeatedly praised Mr. Luri and told him he was doing a "great job." Mr. Bowen was not critical of Mr. Luri during this time.

29. In or about November of 2006, Mr. Bowen directed Mr. Luri to terminate long-time employees of the Defendants, including Frank Pascuzzi, George Fiser, and Louis Darienzo. Upon information and belief, Mr. Pascuzzi is more than sixty (60) years old and has a disability, Mr. Fiser is about sixty (60) years old, and Mr. Darienzo is about fifty-eight (58) years old. Mr. Bowen further instructed Mr. Luri to specifically replace Mr. Pascuzzi with a substantially younger subordinate employee.

30. Mr. Luri refused to follow Mr. Bowen's directive to terminate Mr. Pascuzzi, Mr. Fiser, or Mr. Darienzo, pointing out to Mr. Bowen that there was no legitimate business reason to terminate these individuals, and that doing so would validate age discrimination claims by any number of these individuals and also could give rise to disability-related claims in the case of Mr. Pascuzzi.

31. Upon information and belief, Mr. Bowen subsequently met with Mr. Pascuzzi, without Mr. Luri, to discuss terminating Mr. Pascuzzi's employment and/or replacing him with the substantially younger subordinate employee, and it is further believed that, in response to that conversation, Mr. Pascuzzi threatened legal action for discrimination.

32. Following these events, Mr. Bowen directed Mr. Luri to replace Mr. Pascuzzi with the substantially younger subordinate employee without actually terminating Mr. Pascuzzi. Mr. Bowen further directed Mr. Luri to work together with Mr. Pascuzzi to make it look like he "voluntarily" accepted reassignment to a lower position with less-significant responsibilities.

33. Upon information and belief, Mr. Bowen also directed the General Manager over Akron/Canton operations to similarly terminate older workers for no legitimate business reason, including long-time employee Rod Coyle, who is believed to be roughly sixty (60) years old.

The Defendants Start to Try to Create a Paper Trail against Both Mr. Luri and Mr. Pascuzzi

34. On December 22, 2006, Mr. Bowen met with Mr. Luri to discuss his performance. The meeting was brief. Mr. Bowen told Mr. Luri that he thought that Mr. Luri would have quit by then. Mr. Luri told Mr. Bowen that he had no intention of quitting. In response, Mr. Bowen told Mr. Luri that he wanted Mr. Luri to start holding regular staff meetings.

35. A few days later, Mr. Bowen sent Mr. Luri an extensive memorandum purporting to memorialize their December 22, 2006 discussion. In reality, the memorandum addressed a number of issues that Mr. Bowen and Mr. Luri did not discuss in person. Hours later, Mr. Luri responded to Mr. Bowen memorandum with his own detailed, corrective memorandum.

36. On or about February 6, 2007, Mr. Bowen signed Mr. Luri's written performance review for 2006. This was the first time Mr. Bowen completed a written review for Mr. Luri. Mr. Bowen down-graded Mr. Luri's performance review, making it the worst review Mr. Luri

had received while working for the Defendants. Mr. Bowen took this action despite the fact that Mr. Luri achieved exemplary financial success for the Defendants in 2006.

37. On or about February 20, 2007, in response to the pressures referenced above, Mr. Pascuzzi authored a memorandum stating, among other things, that “based on [his] discussions with [Mr. Bowen, Mr. Luri, and the Defendants’ area controller], [he] accept[ed] a secondary role in Cleveland, allowing [the substantially younger employee] to assume the position of Controller [for Cleveland operations, which Mr. Pascuzzi previously held].”

38. In response, Mr. Bowen rejected Mr. Pascuzzi’s February 20, 2006 memorandum as insufficient. Instead, the Defendant’s area controller provided Mr. Luri and Mr. Pascuzzi a memorandum, which Mr. Pascuzzi was required to sign in order to stay employed. Dated February 22, 2007, the company-drafted memorandum stated that Mr. Pascuzzi “requested to be relieved” of his position “[b]ased on a substantial increase in work load, and the stress levels associated with it.”

Mr. Bowen and Mr. Krall Expressly Terminate Mr. Luri for Engaging in Protected Activity

39. Over the next several weeks, Mr. Luri continued to hold staff meetings as Mr. Bowen asked him to do, and as he had regularly done to the best of his ability over the preceding months. Mr. Bowen continued to criticize Mr. Luri, in writing, for petty, unfounded reasons.

40. On April 24, 2007, Mr. Bowen met with Mr. Luri and told him he was not holding regular staff meetings. In response, Mr. Luri literally gathered written agendas for the meetings he had held over the prior months and showed them to Mr. Bowen to prove to him that he did, in fact, hold staff meetings. Mr. Bowen responded by stating, “you’re just keeping these to cover your ass.” Mr. Bowen then suspended Mr. Luri.

41. Three days later, on April 27, 2007, Mr. Bowen and Mr. Krall summoned Mr. Luri to the Defendants’ Cleveland office. Mr. Bowen and Mr. Krall met with Mr. Luri, and Mr.

Bowen informed Mr. Luri that his employment was being terminated for not holding regular staff meetings, and specifically because Mr. Luri had refused to terminate Mr. Pascuzzi and because of his resistance to the entire situation surrounding Mr. Pascuzzi's employment. Mr. Krall indicated agreement with Mr. Bowen's rationale for terminating Mr. Luri's employment.

STATEMENT OF THE CLAIMS

Count I - Retaliation in Violation of ORC § 4112.02(I)

42. Mr. Luri incorporates by reference the allegations set forth in the foregoing paragraphs as if fully rewritten herein.

43. Mr. Luri engaged in protected activity by, among other things, objecting to and refusing to terminate older, long-term employees, including Mr. Pascuzzi, Mr. Fiser, and Mr. Darienzo, citing concerns over age and disability discrimination, and also by resisting further adverse treatment of Mr. Pascuzzi by Mr. Bowen and other representatives of the Defendants.

44. This protected activity was known to the Defendants given that, among other things, Mr. Luri specifically made the objections, refusals, and resistance referenced above to Mr. Bowen, the Defendants' Ohio Area President, and other representatives of the Defendants.

45. The Defendants took adverse employment actions against Mr. Luri after he made the objections, refusals, and resistance referenced above by, among other things, terminating his employment on April 27, 2007.

46. A causal connection exists between the protected activity and the adverse action given that, among other things, Mr. Bowen specifically told Mr. Luri on April 27, 2007, the day Mr. Luri's termination, that he was being terminated because he refused to terminate Mr. Pascuzzi and because he resisted the entire situation surrounding Mr. Pascuzzi's employment. Furthermore, Mr. Krall, the Defendants' Regional President and Mr. Bowen's direct supervisor, was present when Mr. Bowen made these comments and Mr. Krall condoned this explanation.

47. As a direct and proximate result of the unlawful conduct of the Defendants in violation of Ohio Revised Code § 4112.02(I), Mr. Luri suffered and will continue to suffer economic and non-economic compensatory damages for which Defendants are liable, including, but not limited to, pain and suffering, emotional distress, and the loss of past and future salary, wages, benefits, and other privileges and conditions of employment.

48. Defendants intentionally, willfully, wantonly, recklessly, and maliciously violated Mr. Luri's rights under Ohio Revised Code § 4112.02(I).

49. Defendants are therefore liable to Mr. Luri for damages pursuant to and consistent with such violations of Ohio Revised Code § 4112.02(I), including, but not limited to, pain and suffering, emotional distress, past and future economic and non-economic compensatory damages, back pay, front pay, punitive damages, attorneys' fees, expert fees, costs, interest, and any equitable relief deemed appropriate, including reinstatement/re-employment, and promotion.

Count II - Age Discrimination in Violation of ORC § 4112.14(A)

50. Mr. Luri incorporates by reference the allegations set forth in the foregoing paragraphs as if fully rewritten herein.

51. Mr. Luri is, and at all relevant times was, over 40 years old.

52. Defendants subjected Mr. Luri to adverse employment actions, at least in part, because of his age, including denying Mr. Luri promotion to the Ohio Area President position.

53. Defendants treated substantially younger individuals more favorably than Mr. Luri.

54. For example, Defendants promoted Mr. Bowen, who is substantially younger than Mr. Luri, to the position of Ohio Area President, and denied Mr. Luri that same position despite the fact that Mr. Luri was better qualified for that job.

55. Defendants conduct violated Ohio Revised Code § 4112.14(A).

56. As a direct and proximate result of the unlawful conduct of the Defendants in violation of Ohio Revised Code § 4112.14(A), Mr. Luri suffered and will continue to suffer damages for which Defendants are liable under this statutory provision.

57. Defendants intentionally, willfully, wantonly, recklessly, and maliciously violated Mr. Luri's rights under Ohio Revised Code § 4112.14(A).

58. Defendants are therefore liable to Mr. Luri for damages pursuant to and consistent with such violations of Ohio Revised Code § 4112.14(A), including, but not limited to, attorneys' fees, expert fees, costs, interest, reinstatement/re-employment, and promotion.

Count III - Age Discrimination in Violation of Ohio Public Policy¹

59. Mr. Luri incorporates by reference the allegations set forth in the foregoing paragraphs as if fully rewritten herein.

60. A clear public policy prohibiting age discrimination and retaliation exists under Ohio Revised Code §§ 4112.02(A), 4112.02(I), 4112.14(A), and 4112.99. Additionally, federal law through the Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621, as well as Ohio common law, reflect this same public policy prohibiting age discrimination and retaliation.

61. Among other things, denying Mr. Luri promotion to the Ohio Area President position in favor of Mr. Bowen, a substantially younger, less qualified candidate, jeopardizes the above-mentioned public policies.

62. The decision to deny Mr. Luri promotion to the Ohio Area President was motivated, at least in part, by Mr. Luri's age.

63. There was no legitimate business justification for denying Mr. Luri promotion to the Ohio Area President position.

¹Mr. Luri is aware of the pending case of *Marlene Leininger v. Pioneer National Latex, et al.*, Ohio Supreme Court Case Number 2006-1304 and he will amend his Complaint as necessary.

64. Defendants' illegal activity was intentional, willful, reckless, and malicious, and Mr. Luri suffered damages as a direct and proximate result of this illegal activity.

65. Defendants are therefore liable to Mr. Luri for damages pursuant to and consistent with such violations of Ohio public policy, including, but not limited to, pain and suffering, emotional distress, past and future economic and non-economic compensatory damages, back pay, front pay, punitive damages, attorneys' fees, expert fees, costs, interest, and any equitable relief deemed appropriate, including reinstatement/re-employment, and promotion.

PRAYER FOR RELIEF

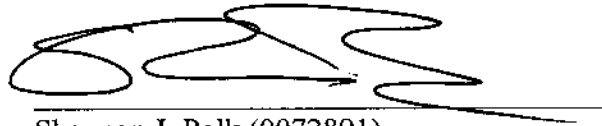
WHEREFORE, Mr. Luri prays for relief as follows:

A. All remedies available under Ohio Revised Code Section 4112, *et seq.*, including, but not limited to, past and future economic and non-economic damages in an amount in excess of twenty-five thousand dollars, back pay, front pay, lost benefits, reinstatement/re-employment, promotion, punitive damages, interest, all attorneys' fees, expert fees, and costs

B. All remedies available under Ohio law including, but not limited to, past and future economic and non-economic damages in an amount in excess of twenty-five thousand dollars, back pay, front pay, lost benefits, reinstatement/re-employment, promotion, punitive damages, interest, all attorneys' fees, expert fees, and costs.

C. Any other relief that this Court deems appropriate.

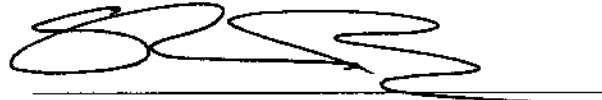
Respectfully submitted,



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JURY DEMAND

A trial by jury is hereby requested.



Shannon J. Polk (0072891)