

00-781-CD
TRACY SHORE -vs- JOHNSON MOTORS

GOLOMB & HONIK
By: Nathan M. Murawsky, Esquire
Identification No.: 76661
121 South Broad Street, Suite 910
Philadelphia, PA 19107
(215) 985-9177

**This is an Arbitration Matter.
Assessment of Damages Hearing is
Required.**

Attorney for Plaintiff

441
TRACY SHORE
913 Cumberland Street
Clearfield, PA 16830

vs.

113 JOHNSON MOTORS
R.D. 1 Box 122
DuBois, PA 15801

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

CIVIL ACTION - COMPLAINT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER OR CANNOT
AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH
BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP**

**David S. Meholic, Court Administrator
Clearfield County
Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 5982**

AVISO

Le han demandado a usted en la corte. Si usted quiere defendarse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades y otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

David S. Meholic, Court Administrator
Clearfield County
Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

FILED

JUL 03 2000

William A. Shaw
Prothonotary

GOLOMB & HONIK
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Attorney for Plaintiff

TRACY SHORE
913 Cumberland Street
Clearfield, PA 16830

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

JOHNSON MOTORS
R.D. 1 Box 122
DuBois, PA 15801

JURY TRIAL DEMANDED

CIVIL ACTION - COMPLAINT

1. Plaintiff, Tracy Shore is an individual residing at the above-captioned address.
2. Defendant, Johnson Motors is Defendant, is a corporation doing business in the Commonwealth of Pennsylvania with a registered office and/or principal place of business at the above address.
3. Plaintiff was hired by Defendant in July of 1991 and discharged on January 17, 1998. At the time of her discharge, she was earning approximately \$32,000.00 per annum.
4. Defendant is an automobile sales/service company consisting of a number of dealerships at various locations.
5. One of Plaintiff's supervisors was Jim Bair, originally a business manager, but promoted to general manager of all dealerships within Johnson Motors.
6. From late 1991 to her discharge on January 17, 1998, Plaintiff Tracy Shore was subjected to the following conduct:
 - (a) Jim Bair (hereinafter "Bair") would constantly pat and pinch the Plaintiff's buttocks over Plaintiff's objections;
 - (b) Bair would repeatedly attempt to place his hand up Plaintiff's skirt over Plaintiff's objections;
 - (c) Bair would repeatedly place his hand on Plaintiff's breast or buttocks;

- (d) Bair would often demand to be allowed to look up the Plaintiff's skirt or touch her crotch area, and become angry and abusive if Plaintiff declined;
- (e) Bair would make threatening comments to Plaintiff such as "I'll take care of you" or "I can make you or break you";
- (f) Upon receiving promotions or increases in pay, Bair would explain to the Plaintiff that he expected sexual favors in return for the promotions.

7. During an incident in January 1996, Bair exposed himself to the Plaintiff after the other employees had left the premises, stating "Come on, you know you want it!" Upon Plaintiff's refusal, Bair insisted that he be allowed to look up Plaintiff's skirt and touch her crotch area, to which Plaintiff assented under coercion in that Plaintiff believed she would not be allowed to leave the office otherwise.

8. During another incident, Plaintiff was scheduled by Bair to attend a conference with him out of town. Bair insisted that he and the Plaintiff share a hotel room, to which the Plaintiff refused, again making Bair angry and abusive.

9. In January 1998, Plaintiff was contacted via telephone by Bair, informing her that he was changing his everyday office location to the same dealership at which Plaintiff was located. Bair told her to "have the blinds closed" in her office when he arrived, and when Plaintiff had not closed the blinds upon his arrival, Bair became angry and abusive. Plaintiff informed Bair that she was happily married, to which Bair left her office stating "[w]hat the hell got into you."

10. Within days of this event, on January 17, 1998, Plaintiff asked Bair for additional training regarding a relatively new position -- a position which Plaintiff was forced into taking by Bair. Bair again became angry and stated "[j]ust shut your God damn computer off and get the fuck out. I am going to call Mr. Johnson and tell him I cannot go to the Dealer Academy and I'll come down here and do the God damn job myself." As a result, Plaintiff left the dealership having been terminated by Mr. Bair.

FIRST CAUSE OF ACTION

Pennsylvania Human Relations Violation

11. The foregoing paragraphs are incorporated as if set forth fully herein.

12. Plaintiff's instant cause of action is procedurally valid, as the charge with the Pennsylvania Human Relations Commission was filed within one hundred eighty (180) days of the ongoing violation set forth herein, which has continued since the filing of said charge.

13. The actions of defendant, by and through their agents, towards plaintiff, created a hostile work environment characterized by sexual harassment, and also constituted *quid pro quo* and illegal retaliation against plaintiff.

14. Defendants are responsible and liable for the actions of Jim Bair as:

- (a) Jim Bair was high level managerial employee of Defendants, with real and apparent authority to make personnel decisions.
- (b) Defendants, by and through their agents and employees, were the supervisors of Jim Bair and was aware of or should have been aware of his conduct toward Plaintiff and other female employees. With this knowledge, Defendants failed to take prompt and effective remedial action to prohibit the misconduct of Jim Bair, even after being properly apprised thereof by Plaintiff. By and through this failure, Defendants accepted and ratified the actions of Jim Bair toward Plaintiff.
- (c) Defendants failed to follow their own policy/policies regarding sexual harassment, discrimination, or similar misconduct, and by such inaction authorized and ratified the conduct of Jim Bair toward Plaintiff.
- (d) As may be disclosed during the discovery process, Defendants may have negligently or recklessly failed to properly investigate the backgrounds of Jim Bair prior to hiring him, or may have negligently or recklessly failed to monitor his performance or respond to other complaints regarding his conduct, or may otherwise have acted in a negligent or reckless manner as yet unknown to Plaintiff but which may be disclosed to them during discovery.

SECOND CAUSE OF ACTION
Assault and Battery

15. The foregoing paragraphs are incorporated as if set forth fully herein.

16. In touching Plaintiff in an unwanted and offensive manner as outlined above on one or more occasions, and in placing her in fear of unwanted and offensive touchings, Defendants, by and through their agents, committed the torts of assault and battery against Plaintiff.

THIRD CAUSE OF ACTION
Breach of Contract

17. In failing to follow its own sexual harassment avoidance and investigation policies and procedures, as outlined in their employee manuals, handbooks, or other materials, Defendants committed a breach of a valid and binding contract with Plaintiff.

FOURTH CAUSE OF ACTION
Intentional/Negligent Infliction of Emotional Distress

18. The foregoing paragraphs are incorporated as if set forth fully herein.

19. The intentional, reckless and/or negligent actions of Defendants were outrageous and interfered with the work of Plaintiff, causing her to suffer mental anguish, nervous shock, embarrassment, shame, humiliation, lack of self-esteem and physical and emotional distress.

20. By engaging in the aforementioned harassment of Plaintiff, terminating the employment of Plaintiff, and sexually otherwise harassing and/or discriminating against Plaintiff, Defendants have intentionally or, in the alternative, negligently inflicted severe emotional distress on Plaintiff through the extreme and outrageous conduct referenced above.

FIFTH CAUSE OF ACTION
Punitive Damages

21. The foregoing paragraphs are incorporated as if set forth fully herein.

22. The intentional and/or reckless actions of Defendants, by and through their agents, were outrageous, and all these actions were done willfully and maliciously and without legal justification or excuse. These actions were undertaken by Defendants and/or their agents solely with the intent to harm Plaintiff. Punitive damages are therefore warranted in this case to the extent permitted by applicable Federal and State law.

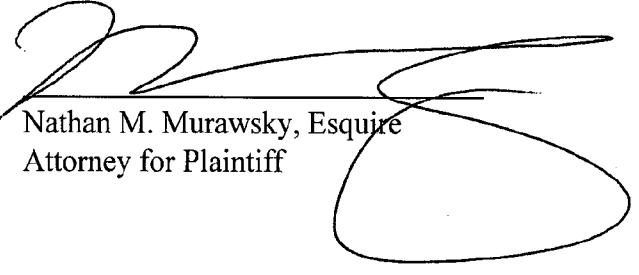
WHEREFORE, Plaintiff prays:

- (a) That Defendant be permanently enjoined from harassing or discriminating against Plaintiff on any basis forbidden the Pennsylvania Human Relations Act, and ordered to adhere to their sexual harassment policies and/or procedures;

- (b) That Defendant be ordered to hire Plaintiff back into the position she formerly held or into a position substantially similar to the one she formally held and from which she was discharged, with full salary, seniority and benefits running from date of discharge;
- (c) That Defendant be ordered to compensate, reimburse and make whole the Plaintiff for all the benefits Plaintiff would have received had it not been for Defendant's illegal actions, including, but not limited to: pay, pay increases, benefits, training, promotions, and seniority. Plaintiff should be accorded these benefits illegally withheld from the date that Plaintiff was discharged until the date Plaintiff is tendered substantially equivalent employment, with interest on the above withheld amounts to the date of payment.
- (d) That front pay be awarded to Plaintiff if it is determined by Defendant that reinstatement is not a possibility.
- (e) That Plaintiff be awarded actual damages as well as an award to compensate her for the pain, suffering and humiliation caused her by the actions of Defendant.
- (f) That Plaintiff be awarded punitive damages in an amount believed by the Court or trier of fact to be appropriate to punish Defendant for their willful, deliberate, malicious, and outrageous conduct and necessary to deter Defendant from engaging in such misconduct in the future.
- (g) That this Court grant such equitable and legal relief as it deems proper and just, that this Court maintain jurisdiction over the instant action to ensure compliance with its orders herein.
- (h) That Plaintiff's claims receive a trial by jury.

Respectfully submitted,

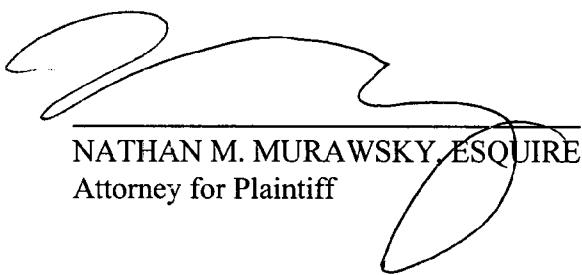
GOLOMB & HONIK


Nathan M. Murawsky, Esquire
Attorney for Plaintiff

Dated: June 28, 2000

VERIFICATION

NATHAN M. MURAWSKY, ESQUIRE, hereby states that he is counsel for plaintiff in this action and verifies that the statements made in the foregoing Civil Action Complaint are true and correct to the best of his knowledge, information and belief and that this verification is made with the knowledge, permission and consent of Plaintiff. The undersigned understands that the statements therein are made subject to penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.



NATHAN M. MURAWSKY, ESQUIRE
Attorney for Plaintiff

Dated: June 28, 2000

FILED
M 7 24 2000
JUL 03 2000
FCC Sheriff
for Service
William A. Shaw
Prothonotary

2
GOLOMB & HONIK
By: Nathan M. Murawsky, Esquire
Identification No.: 76661
121 South Broad Street, Suite 910
Philadelphia, PA 19107
(215) 985-9177

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Assessment of Damages Hearing is
Required.

Attorney for Plaintiff

TRACY SHORE

: COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

: JURY TRIAL DEMANDED

JOHNSON MOTORS

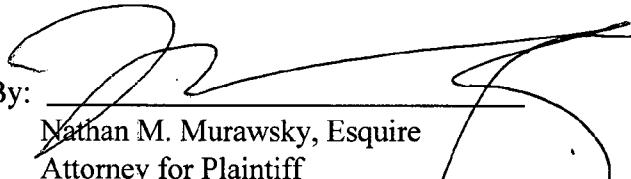
: NO: 00-781-CD

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the Verification bearing the signature of Nathan M. Murawsky, Esquire attached to the Civil Action Complaint which was filed on July 3, 2000 with the attached Verification bearing the signature of plaintiff, Tracy Shore in the above matter.

GOLOMB & HONIK

By: 

Nathan M. Murawsky, Esquire
Attorney for Plaintiff

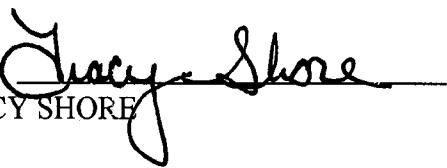
Dated: July 6, 2000

FILED

JUL 10 2000
11:57 PM
William A. Shaw
Prothonotary

VERIFICATION

TRACY SHORE, is the plaintiff in this action and verifies that the statements made in the foregoing Complaint are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.



TRACY SHORE

Dated:

FILED

JUL 10 2000
MHS/nc
William A. Shaw
Prothonotary

EKB

GOLOMB & HONIK, P.C. (3)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHORE, TRACY

VS

JOHNSON MOTORS

00-781-CD

COMPLAINT

SHERIFF RETURNS

NOW JULY 7, 2000 AT 11:05 AM DST SERVED THE WITHIN COMPLAINT
ON JOHNSON MOTORS, DEFENDANT AT EMPLOYMENT RD #1 BOX 122,
DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO
BOB JOHNSON, OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL
COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCINTOSH

27.88 SHFF. HAWKINS PAID BY: ATTY
10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

11th DAY OF July 2000

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marilyn Harris

CHESTER A. HAWKINS
SHERIFF

FILED

JUL 11 2000

013:43pm

William A. Shaw
Prothonotary

Red

GOLOMB & HONIK
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Attorney for Plaintiff

94 TRACY SHORE

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY
: JURY TRIAL DEMANDED
: NO: 00-781-CD

vs.

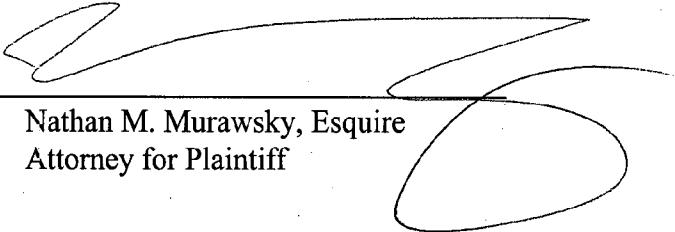
113 JOHNSON MOTORS

ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter Settled, Discontinued and Ended.

GOLOMB & HONIK

By: 

Nathan M. Murawsky, Esquire
Attorney for Plaintiff

Dated: January 15, 2001

FILED

JAN 19 2001

William A. Shaw
Prothonotary

FILED

JAN 19 2001

M. J. O'Leary
William A. Shaw
Prothonotary

Debtors

Attn. Copy to CA

Q5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

COPY

Tracy Shore
Plaintiff(s)

Vs.

No. 00-781-CD

Johnson Motors
Defendant(s)

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was this day, the 19th of January A.D. 2001, marked:

Settled, discontinued and ended.

Record costs in the sum of \$117.88 have been paid in full by Nathan M. Murawsky, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of January A.D. 2001.

Prothonotary