FILED

IN THE COURT OF COMMON PLEAS 8: 35 CUYAHOGA COUNTY, OHIO

ROBIN CUPEDRO-SACCANY

Case No. CV 10 737994

and

Judge R. Patrick Kelly

THEODORE J. SACCANY

and

JOHN DOES and JANE DOES Minor children by and through their natural parent and legal guardian,

Plaintiffs,

VS.

THOMAS D. GANLEY 10801 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY MANAGEMENT CO. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY FORD, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

FIRST AMENDED COMPLAINT FOR QUID PRO QUO SEXUAL HARASSMENT AND DISCRIMINATION IN THE EMPLOYMENT CONTEXT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS IN THE EMPLOYMENT CONTEXT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS IN THE CONSUMER/BUSINESS CUSTOMER CONTEXT, AND LOSS OF CONSORTIUM AND LOSS OF SERVICES, WITH JURY DEMAND

GANLEY CHEVROLET, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY WESTSIDE IMPORTS, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

T.D. GANLEY, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY AKRON, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY FORD WEST, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY CHRYSLER, JEEP, DODGE, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY LAKEWOOD, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY EAST, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY BEDFORD IMPORTS, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY BEDFORD, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY CHEVROLET OF AURORA, LLC c/o Kenneth G. Ganley, Statutory Agent 2383 Springside Oval Brecksville, Ohio 44141

and

GANLEY DODGE WEST, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

and

GANLEY CHRYSLER-JEEP, INC. c/o Thomas D. Ganley, Statutory Agent 10802 Glen Forest Trail Brecksville, Ohio 44141

Defendants.

THE DEFENDANTS

- 1. Defendant Thomas D. Ganley (hereinafter referred to as "Ganley") is a 68 year old male, and a resident of the City of Brecksville, County of Cuyahoga, and State of Ohio.
- 2. Defendant Ganley Management Co. is an Ohio corporation wholly owned by Defendant Ganley, which manages his car dealerships.
- 3. Defendants Ganley Ford, Inc., Ganley Chevrolet, Inc., Ganley Westside Imports, Inc., T.D. Ganley, Inc., Ganley Akron, Inc., Ganley Ford West, Inc., Ganley Chrysler, Jeep, Dodge, Inc., Ganley Lakewood, Inc., Ganley East, Inc., Ganley Bedford Imports, Inc., Ganley Bedford, Inc., Ganley Chevrolet of Aurora, LLC, Ganley Dodge West, Inc., and Ganley Chrysler-Jeep, Inc. (hereinafter referred to collectively as the "Dealerships") are automobile dealerships owned or controlled by Defendant Ganley.
- 4. Defendant Ganley Management Co. and the other Defendants constitute a "single employer" or an "integrated enterprise" on account of their centralized control of the human resources and legal functions, common ownership, management and financial control and the interrelation of operations.

CAUSE OF ACTION ONE

QUID PRO QUO SEXUAL HARASSMENT AND DISCRIMINATION IN THE EMPLOYMENT CONTEXT

- 5. Plaintiffs incorporate by reference, as if fully rewritten herein, each and every allegation, statement, and averment contained herein.
- 6. In the summer of 2009, Plaintiff met with Defendant Ganley. Defendant Ganley told Plaintiff that he wanted to hire her as a paid employee and would arrange for her to obtain employment with a business that he owned, Ganley Management Co. located at 13215 Detroit Avenue in Lakewood, Ohio which managed his automobile dealerships.
- 7. Plaintiff told him that she was in need of employment and would accept a paid position with his company.
- 8. Defendant Ganley told her that he had a group of people that he "plays" with in perverted sexual activities. He propositioned her to participate with them.
- 9. Defendant Ganley solicited her and sexually propositioned her to perform perverted sexual acts with him and others.
- 10. Defendant Ganley pushed a \$100 bill across his desk toward Plaintiff and told her that she should purchase some high heels, a thong, and some lingerie, so she could sexually play along with him and his friends.
- 11. Defendant Ganley told Plaintiff that he wanted her to be "submissive" to him, and that he wanted to "dominate" her and parade her around on a leash while his other "play" friends watched.
 - 12. Defendant Ganley made sexual advances to the Plaintiff.

- 13. As part of the employment process, Defendant Ganley sexually propositioned the Plaintiff and implicitly imposed certain perverted sexual conditions upon her as terms of her employment.
- 14. Plaintiff was subjected to unwelcomed sexual harassment in the form of sexual advances and requests for sexual favors.
 - 15. Defendant Ganley sexually harassed the Plaintiff based upon her gender.
- 16. Plaintiff's submission to the unwelcomed advances was an implied condition for receiving employment.
 - 17. Defendant Ganley's actions resulted in a tangible job detriment to the Plaintiff.
- 18. As a result of Plaintiff's refusal to comply with these implied perverted sexual conditions of employment, Plaintiff was not hired as promised.
 - 19. Plaintiff was damaged by such actions.
- 20. Pursuant to ORC 4112.02 (A), Plaintiff has been sexually harassed and discriminated against.
- 21. Defendant Ganley's actions were intentional, wanton, willful, malicious, and were in conscious disregard of the rights and safety of the Plaintiff, entitling the Plaintiff to punitive damages.
 - 22. Plaintiff is bringing this cause of action pursuant to ORC 4112.99.
 - 23. This cause of action has a six (6) year statute of limitations.
- 24. Additionally, Defendant Ganley has continued to harass the Plaintiff, and recently on at least seven occasions called her at her home in the month of July, 2010, in an attempt to further harass and intimidate her; despite the fact that he was represented by attorneys regarding this matter at that time.

CAUSE OF ACTION TWO

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS IN THE EMPLOYMENT CONTEXT

- 25. Plaintiffs incorporate by reference, as if fully rewritten herein, each and every allegation, statement, and averment contained herein.
- 26. Defendant either intended to cause emotional distress or knew or should have known that the actions taken would result in serious emotional distress to the Plaintiff.
- 27. Defendant's conduct was so extreme and outrageous as to go beyond all possible bounds of decency and was such that it can be considered as utterly intolerable in a civilized community.
 - 28. Defendant's actions were the proximate cause of Plaintiff's injuries.
- 29. The mental anguish suffered by the Plaintiff is serious and of a nature that no reasonable person should be expected to endure it.
 - 30. The emotional distress suffered by the Plaintiff is both severe and debilitating.
- 31. The recitation of the facts describing the actions undertaken by the Defendants would arouse resentment against the Defendants to average members of the community and lead them to exclaim, "OUTRAGEOUS!," as required by Ohio law.
 - 32. Plaintiff was damaged by such actions.
- 33. Defendant Ganley's actions were intentional, wanton, willful, malicious, and were in conscious disregard of the rights and safety of the Plaintiff, entitling the Plaintiff to punitive damage.
 - 34. This cause of action has a four (4) year statute of limitations.

CAUSE OF ACTION THREE

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS IN THE CONSUMER/BUSINESS CUSTOMER CONTEXT

- 35. Plaintiffs incorporate by reference, as if fully rewritten herein, each and every allegation, statement, and averment contained herein.
 - 36. Plaintiffs are consumers and were customers of the Defendants.
 - 37. Plaintiffs purchased a Chevy Venture van from Defendants.
 - 38. Plaintiffs brought their vehicle to the Defendants for repair on August 1, 2010.
- 39. Plaintiff took her car to the service department at Defendant Ganley Chevrolet.

 Plaintiff was instructed to go upstairs into Defendant Ganley's office.
- 40. Defendant Ganley asked Plaintiff if the van was in the service department and she said yes.
- 41. While she was waiting for her car to be repaired, Defendant Ganley told Plaintiff her that he and his wife lead separate lives and that his wife "lives on the other side of the house".
- 42. Defendant Ganley told her that he had a condo in Strongsville where he would like to take her to perform perverted sexual activities.
- 43. Defendant Ganley told her that he had a group of people that he "plays" with in perverted sexual activities. He propositioned her to participate.
- 44. At this time, Defendant Ganley solicited her and sexually propositioned her to perform perverted sexual acts with him and others.
- 45. Defendant Ganley pushed a \$100 bill across his desk toward Plaintiff and told her that she should purchase some high heels, a thong, and some lingerie, so she could sexually play along with him and his friends.

- 46. Defendant Ganley told Plaintiff that he wanted her to be "submissive" to him, and that he wanted to "dominate" her and parade her around on a leash while his other "play" friends watched.
 - 47. He told her that he wanted to have sex with her while others watched.
- 48. He told her he would fix her car for free, provide her with a paying job, and reduce the interest rate on the financing of her Chevy Van in return for her acting basically as a prostitute and becoming sexually submissive to him.
- 49. Plaintiff was greatly offended and was in fear of the deranged Defendant Ganley at that time, and was trapped in his office while her van was being repaired.
- 50. Defendant Ganley intentionally and/or recklessly acted in an extreme and outrageous manner so as to cause serious emotional distress to the Plaintiff.
- 51. Defendant either intended to cause emotional distress or knew or should have known that the actions taken would result in serious emotional distress to the Plaintiff.
- 52. Defendant's conduct was so extreme and outrageous as to go beyond all possible bounds of decency and was such that it can be considered as utterly intolerable in a civilized community.
 - 53. Defendant's actions were the proximate cause of Plaintiff's injuries.
- 54. The mental anguish suffered by the Plaintiff is serious and of a nature that no reasonable person should be expected to endure it.
 - 55. The emotional distress suffered by the Plaintiff is both severe and debilitating.
- 56. The recitation of the facts describing the actions undertaken by the Defendants would arouse resentment against the Defendants to average members of the community and lead them to exclaim, "OUTRAGEOUS!" as required by Ohio law.

- 57. Plaintiff was damaged by such actions.
- 58. Defendant Ganley's actions were intentional, wanton, willful, malicious, and were in conscious disregard of the rights and safety of the Plaintiff, entitling the Plaintiff to punitive damage.
 - 59. This cause of action has a four (4) year statute of limitations.

CAUSE OF ACTION FOUR

LOSS OF CONSORTIUM, SUPPORT, SERVICES

(As to Plaintiff Theodore J. Saccany)

- 60. Plaintiff incorporates by reference, as if fully rewritten herein, each and every allegation, statement, and averment contained herein.
- 61. Plaintiff suffered a loss of consortium, support, and services, as a direct and proximate result of the Defendant's actions.
 - 62. Plaintiff was damaged by such actions.
- 63. The Defendant's actions were intentional, wanton, willful, malicious, and were in conscious disregard of the rights and safety of the Plaintiff, entitling the Plaintiff to punitive damages.
 - 64. This cause of action has a four (4) year statute of limitations.

CAUSE OF ACTION FIVE

LOSS OF CONSORTIUM, SUPPORT, SERVICES

(As to Plaintiffs' Minor John Does and Jane Does)

65. Plaintiffs incorporate by reference, as if fully rewritten herein, each and every allegation, statement, and averment contained herein.

66. Plaintiff suffered a loss of consortium, support, and services, as a direct and proximate result of the Defendant's actions.

67. Plaintiff was damaged by such actions.

68. The Defendant's actions were intentional, wanton, willful, malicious, and were in conscious disregard of the rights and safety of the Plaintiff, entitling the Plaintiff to punitive damages.

69. This cause of action has a four (4) year statute of limitations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that the Court grant them relief as follows:

(a) An award of compensatory damages in an amount in excess of \$25,000;

(b) An award of punitive damages in an amount that would punish Defendant for his willful, wanton, and reckless misconduct as alleged in this Complaint and that would effectively deter Defendant from future unlawful behavior;

(c) An award of their reasonable attorney fees, costs, and pre and post judgment interest:

(d) An Order for all other relief deemed just and equitable by the court.

Respectfully submitted,

Edward J. Heben, Jr. (0029052)

Heben & Associates, LLC

3740 Euclid Avenue, Suite 200

Cleveland, Ohio 44115

P: (216) 431-5297 F: (216) 391-3278

Attorney for Plaintiffs

JURY DEMAND

Plaintiffs respectfully demand a trial by the maximum number of jurors allowed by law for each of the within issues which may be properly so tried.

Edward J. Heber, Jr. (002905)

REQUEST FOR SERVICE

Plaintiffs hereby requests that the newly named Defendants Ganley Management Co., Ganley Ford, Inc., Ganley Chevrolet, Inc., Ganley Westside Imports, Inc., T.D. Ganley, Inc., Ganley Akron, Inc., Ganley Ford West, Inc., Ganley Chrysler, Jeep, Dodge, Inc., Ganley Lakewood, Inc., Ganley East, Inc., Ganley Bedford Imports, Inc., Ganley Bedford, Inc., Ganley Chevrolet of Aurora, LLC, Ganley Dodge West, Inc., and Ganley Chrysler-Jeep, Inc. be served copies of Plaintiffs' First Amended Complaint with Jury Demand by certified mail. If Defendants refuse or fail to accept the aforementioned certified mail service, upon receipt of such notice, please serve the Defendant by ordinary U. S. Mail.

Edward J. Heben, Jr. (0029052)

Attorney for Plaintiffs