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STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JURY FEE PAID
THIS DATE:
JUN 01 2011

BARBARA ROHRER,

Plaintiff,

v.

ROHRER, BARBARA v STARR, BUTLER,
Hon. Amy P. Hathaway 06/01/2011

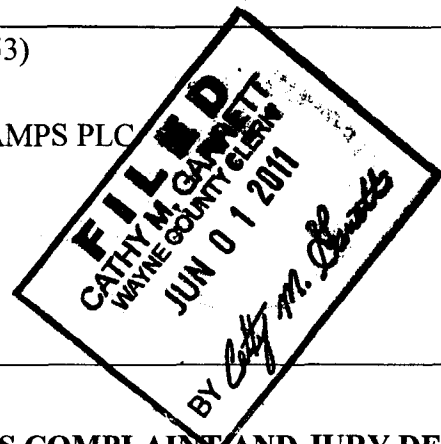


STARR, BUTLER, ALEXOPOULOS & STONER, LLC,
**JOSEPH STARR,
KAY BUTLER,
ALEX ALEXOPOULOS &
SCOTT STONER
Individually, jointly, and severally,

Defendants.

S

JOSEPH R. FURTON, JR. (P45653)
PETER N. CAMPS (P68561)
CHAMPNELLA, FURTON & CAMPS PLC
Attorneys for Plaintiff
6 Parklane Blvd., Ste. 130
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PLAINTIFF'S COMPLAINT AND JURY DEMAND

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties arising out of the same transaction or occurrence as alleged in this complaint that is either pending, or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this court.

NOW COMES PLAINTIFF, BARBARA ROHRER by and through her attorneys,
CHAMPNELLA, FURTON & CAMPS PLC and for her Complaint against the above named
Defendants hereby states as follows:

General and Jurisdictional Allegations

1. That this is a Complaint for money damages premised on violations of Michigan law, including but not limited to the Michigan Whistle-Blowers Protection Act, MCL 15.361 et. seq.
2. That the Plaintiff is a resident of Wayne County, Michigan.
3. That Defendant Butler is a resident of Wayne County, Michigan and does business in Wayne County and throughout Michigan.
4. That the remaining Defendants are residents of Oakland County, Michigan, and do business in Wayne County and throughout Michigan.
5. That venue is appropriate pursuant to MCL 15.363.
6. That jurisdiction is otherwise proper.
7. That Ms. Rohrer was an employee of the Corporate Defendant in this matter from January 10, 2011 through March 7, 2011.
8. That the Corporate Defendant is an “employer” within the meaning of the Michigan Whistle-Blowers Protection Act and the Elliot Larsen Civil Rights Act.
9. That Defendants Starr, Butler, Alexopoulos and Stoner are employers within the meaning of the Michigan Whistle-Blowers Protection Act, and the Elliot Larsen Civil Rights Act.

Common Allegations

10. That Ms. Rohrer is a highly skilled labor and employment attorney, who at the time of the formation of Starr, Butler, Alexopoulos and Stoner, was gainfully employed at the well-respected firm of Lipson, Neilson, Cole, Seltzer, Garin, P.C.

11. That at the Lipson firm, Ms. Rohrer reported to Mr. Starr, Ms. Butler, Mr. Alexopoulos and Mr. Stoner. These Defendants were well aware of Ms. Rohrer's work product and abilities.
12. That, in fact, while employed, at Lipson, Neilson, Cole, Seltzer, Garin, P.C, Ms. Rohrer received a job offer to work in Grosse Pointe Farms, far closer to her residence. As Ms. Rohrer is a single mother of a high school age daughter (as well as a daughter in college and a son serving in the United States Marines), the position in Grosse Pointe Farms was very attractive to her, inter alia, because of its proximity.
13. That Ms. Rohrer gave Mr. Starr two weeks notice of her intent to accept the position in Grosse Pointe Farms. Mr. Starr, at the time, an equity partner at the Lipson law firm responded with extreme disappointment that Ms. Rohrer would be leaving his employment group at the Lipson firm. Mr. Starr asked Ms. Rohrer to reconsider her decision to leave the Lipson firm and asked her to remain employed with the Lipson firm.
14. That Mr. Starr because of his knowledge of Ms. Rohrer's reputation and abilities as a labor and employment lawyer, and his experience working with, and supervising Ms. Rohrer at the Lipson firm, ensured that Ms. Rohrer remain employed at the Lipson firm by seeking approval from the other Lipson equity partners to allow Ms. Rohrer to work from a Grosse Pointe office several days a week. He did so because of her work product and value to the practice.
15. At the time that Mr. Starr sought to retain Ms. Rohrer at the Lipson firm, unbeknownst to Ms. Rohrer, Mr. Starr, Ms. Butler and Mr. Alexopoulos were meeting on a weekly basis to plan the formation of a new law firm, the Southfield Law Center, PLLC, now known as Starr, Butler, Alexopoulos & Stoner, PLLC.

16. That because of their respect for her work product and abilities as a lawyer, Defendants Starr, Butler and Alexopoulos recruited Ms. Rohrer as a labor and employment attorney at the new firm.
17. In late December 2010, Mr. Starr met with Ms. Rohrer to recruit her to the new firm. He told Ms. Rohrer that Ms. Butler, Mr. Alexopoulos and he had been planning their departure since early September 2010. He indicated he expected the majority of his clients at the Lipson firm would leave Lipson to join his new firm (leaving little employment litigation work at the Lipson firm).
18. Mr. Starr told Ms. Rohrer that if she left Lipson to join his new firm her position would be secure, and that she did not need to be concerned about her job security.
19. That based on Defendant Starr's representations, Ms. Rohrer accepted the offer of employment.
20. That while Ms Rohrer was still employed at the Lipson firm, Ms. Butler requested that Ms. Rohrer utilize Lipson time and resources to copy client information to take to Ms. Butler's new law firm. Ms. Rohrer failed to follow the instruction believing it inappropriate to copy the client information for the new law firm while employed at Lipson and without client releases.
21. After Ms. Rohrer became employed at the Starr law firm, on or about January 19, 2011, Ms. Butler came to realize Ms. Rohrer had failed to use Lipson time and resources to copy client information for Ms. Butler's new law firm. Ms. Butler responded by engaging in defamatory statements about Ms. Rohrer, calling Ms. Rohrer "clueless."
22. That Ms. Rohrer became aware that Starr, Butler et. al. was paying a much younger and far less experienced attorney significantly more compensation.

23. That on January 14, 2011, Ms. Rohrer provided notice to Mr. Alexopoulos and Ms. Butler of her complaint that the firm was discriminating against Ms. Rohrer by compensating a younger less experienced lawyer at a higher rate than Ms. Rohrer. Ms. Rohrer put them on notice of her belief that it was inappropriate for a younger, less experienced attorney to earn more money than Ms. Rohrer.
24. That at the time of Ms. Rohrer's complaint and throughout Ms. Rohrer's employment at the Starr firm, there was no firm employee handbook or Discrimination or Harassment Policy in effect.
25. That Mr. Starr and Ms. Butler met with Ms. Rohrer on January 17, 2011, to respond to Ms. Rohrer's complaint. Mr. Starr told Ms. Rohrer she had been "insubordinate" by registering the complaint. Ms. Rohrer questioned Mr. Starr regarding the security of her employment with the firm. Mr. Starr assured Ms. Rohrer her employment was secure.
26. That during the period between January 17, 2011 and March 7, 2011, Mr. Starr, Ms. Butler, Mr. Alexopoulos and Mr. Stoner created an environment designed to cause Ms. Rohrer to fail in her employment with the Starr law firm. The Defendants overloaded Ms. Rohrer's workload, failed to provide adequate secretarial support (one full-time secretary for seven full-time litigation attorneys), failed to provide other administrative support, and expected Ms. Rohrer to perform secretarial, law clerk and paralegal functions, as well as the litigation functions of her attorney position. The individual Defendants further began concocting sham pre-textual shortcomings in her work product.
27. That between January 17, 2011 and March 7, 2011, Mr. Starr and Ms. Butler created a demeaning and demoralizing work environment for Ms. Rohrer.

28. That after Ms. Rohrer lodged her January 14, 2011 complaint, Mr. Starr and Ms. Butler periodically met with another associate attorney in the office next to Ms. Rohrer's engaging in negative comments about Ms. Rohrer.
29. That during her employment at the Starr firm, Ms. Rohrer overheard conversations leading her to believe that Mr. Starr utilized Lipson computer equipment to convert Lipson electronic information to the new firm's server.
30. That, on Friday, March 4, 2011, Ms. Rohrer confronted the Defendants regarding their business practices and the fact that she had overheard matters that made her believe that the partners at the firm had engaged in improper conduct. On March 4, 2011, Ms. Rohrer also reiterated her complaint that a younger less experienced associate was more highly compensated by the firm.
31. Upon information and belief, Defendants Starr, Butler, Alexopoulos, and Stoner met on Sunday, March 6, 2011 making the decision to terminate Ms. Rohrer's employment.
32. On March 7, 2011, Defendants Starr and Butler discharged Ms. Rohrer.

COUNT I – VIOLATION OF THE WHISTLE-BLOWERS PROTECTION ACT

33. That Ms. Rohrer is an employee within the meaning of the Michigan Whistle-Blowers Protection Act.
34. That Defendant Starr is an "employer" within the meaning of the Act.
35. That Defendant Butler is an "employer" within the meaning of the Act.
36. That Defendant Alexopoulos is an "employer" within the meaning of the Act.
37. That Defendant Stoner is an "employer" within the meaning of the Act.
38. That Defendant Starr, Butler, Alexopoulos & Stoner, PLLC. is an "employer" within the meaning of the Act.

39. That Ms, Rohrer held the good faith belief that Mr. Starr had engaged in conduct in violation of MCL 752.791 et. seq.
40. That one reason Defendants discharged Ms. Rohrer was that she was about to report these suspected illegal activities to public bodies.
41. That the Defendants' violations of the Michigan Whistle-Blowers Protection Act have caused Ms. Rohrer significant damages, both economic and non-economic.

**COUNT II- AGE DISCRIMINATION IN VIOLATION OF THE ELLIOT
LARSEN CIVIL RIGHTS ACT**

42. The Plaintiff re-alleges and reaffirms Paragraphs 1-41.
43. That the Plaintiff is an "employee" within the meaning of the Elliot Larsen Civil Rights Act.
44. That Defendant Starr, Butler an "employer" within the meaning of the Elliot Larsen Civil Rights Act.
45. That the individual Defendants are "employer(s)" within the meaning of the Elliot Larsen Civil Rights Act.
46. That the Defendants' discriminated against Plaintiff in the terms and conditions of employment.
47. That one reason they did so was because of her age.
48. That this discrimination in the terms and conditions of employment caused damages to Ms. Rohrer, both economic and non-economic.

**COUNT III – RETALIATION IN VIOLATION OF ELLIOT LARSEN CIVIL
RIGHTS ACT**

49. The Plaintiff re-alleges and reaffirms Paragraphs 1-48 as through set forth herein in full.
50. That Ms. Rohrer held a reasonable belief that her rights under the Elliot Larsen Civil Rights Act were being violated.

51. That Ms. Rohrer opposed said violation.
52. That the Defendants retaliated against her in the terms and conditions of her employment.
53. That the only reason for her discharge was in retaliation for her opposition to what she reasonably believed was a violation of the Elliot Larsen Civil Rights Act.
54. That the Defendants' violations of the Elliot Larsen Civil Rights Act has caused Ms. Rohrer significant damages, including both economic and non-economic damages.

COUNT IV – LEGITIMATE EXPECTATIONS

55. The Plaintiff re-alleges and reaffirms Paragraphs 1-54 as though set forth herein in full.
56. That both prior to and during employment with the Starr firm, Mr. Starr made assurances of continued secure employment to Ms. Rohrer.
57. That Ms. Rohrer reasonably relied on those assurances.
58. That the Defendant wrongfully discharged Ms. Rohrer, as set forth in Toussaint v Blue Cross & Blue Shield of Michigan, MCL 408 Mich 579; 292 NW2d 880 (1980).
59. That said discharge caused Ms. Rohrer significant damages, both economic and non-economic.

COUNT V – FRAUD, MISREPRESENTATION, SILENT FRAUD (AGAINST STARR ONLY)

60. That Plaintiff re-alleges and reaffirms Paragraphs 1-59 as though as though set forth herein in full.
61. That at the time Ms. Rohrer sought to leave the Lipson firm to join the Grosse Pointe Farms firm, Defendant Starr materially misrepresented to Ms. Rohrer that he intended that Ms. Rohrer remain employed at the Lipson firm indefinitely.
62. That Mr. Starr did not intend that Ms. Rohrer remain employed at the Lipson firm.

63. That Mr. Starr intended that Ms. Rohrer join Mr. Starr, Ms. Butler and Mr. Alexopoulos in their new firm set to open in January 2011.
64. That at the relevant times, Mr. Starr did not disclose to Ms. Rohrer that he intended to leave the Lipson firm, that he intended to recruit Ms. Rohrer to the new firm, or that he intended to take his employment practice to the new firm in January 2011.
65. Mr. Starr made material misrepresentations and silent misrepresentations to Ms. Rohrer in order to cause Ms. Rohrer to forego the opportunity to accept the Grosse Pointe Farms position in order to restrict Ms. Rohrer's ability to decline recruitment to Mr. Starr's new law firm.
66. At the time Mr. Starr convinced Ms. Rohrer to decline the Grosse Pointe Farms position, Mr. Starr had a duty to disclose certain facts, including but not limited to:
 - a. His intent to remove his employment practice from the Lipson law firm;
 - b. His intent to form a new firm with Ms. Butler and Mr. Alexopoulos; and
 - c. His intent to recruit Ms. Rohrer to the new law firm.
67. Mr. Starr intended that Ms. Rohrer rely upon his material misrepresentations and silent misrepresentations.
68. Ms. Rohrer relied upon Mr. Starr's misrepresentation and silent misrepresentations, declining the Grosse Pointe Farms firm position.
69. That Mr. Starr's fraud, misrepresentation and silent fraud caused Ms. Rohrer significant damages, both economic and non-economic damages.

WHEREFORE, Plaintiff Barbara Rohrer prays for a judgment that is fair, just, and in accordance with the facts produced in Court, in an amount in excess of \$25,000.00 exclusive of

costs, interest, and attorney fees. The Plaintiff specifically requests an award of attorney fees, in accordance with the Act.

Respectfully Submitted,

CHAMPNELLA FURTON & CAMPS PLC

By: 

Joseph R. Furton, Jr. (P45653)

Peter N. Camps (P68561)

Counsel for Plaintiff Barbara Rohrer

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June 1, 2011

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JUDGE: Hon.

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PLAINTIFF'S DEMAND FOR JURY TRIAL

Barbara Rohrer, through her attorneys, hereby demands a jury trial.

Respectfully Submitted,

CHAMPNELLA FURTON & CAMPS P.L.C.

By: 
Joseph R. Furton, Jr. (P45653)
Peter N. Camps (P68561)
Counsel for Plaintiff
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(313) 586-8869

Dated: June 1, 2011

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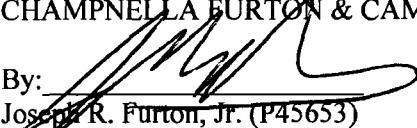
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APPEARANCE

Please enter the appearance of CHAMPNELLA, FURTON & CAMPS PLC on behalf of BARBARA ROHRER as attorneys of record in this matter. All pleadings, notices, etc, should be directed to the undersigned.

Respectfully Submitted,

CHAMPNELLA FURTON & CAMPS P.L.C.

By: 
Joseph R. Furton, Jr. (P45653)
Peter N. Camps (P68561)
Counsel for Plaintiff
6 Parkland Blvd., Suite 130
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Dated: June 1, 2011