

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF GENESEE

DEBORAH SALERNO,

Plaintiff,

vs.

SUSKI USED CARS, LLC., a Michigan
limited liability company, SUSKI
CHEVROLET BUICK, INC., a
a Michigan corporation,
BENTLEY'S BEST, LLC, a
Michigan limited liability company,
EDWARD USEWICK, an individual,
and CHEYENNE USEWICK, an
individual,

Defendants.

14-102533-
Case No. 14-CD

RICHARD B. YUILLE
P-22864

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Genesee County Clerk

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COMPLAINT

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.


Kenneth J. Hardin II (P44681)

Plaintiff DEBORAH SALERNO, by her attorneys, HARDIN THOMPSON, P.C. and TERESA J. GORMAN, PLLC, for her Complaint, states as follows:

JURISDICTIONAL ALLEGATIONS

1. This is an action for hostile work environment sexual harassment and retaliatory conspiracy, in violation of the Elliott-Larsen Civil Rights Act, MCLA 37.2101 et seq., MSA 3.548 (101) et seq., and for other tort and contract claims pursuant to Michigan common law.

2. At all times relevant herein, Plaintiff is and has been a resident of Genesee County, Michigan.

3. At all times relevant herein, Defendant Suski Used Cars, LLC is and has been a Michigan limited liability company doing business in Genesee County, Michigan.

4. At all times relevant herein, Defendant Suski Chevrolet Buick, Inc. is and has been a Michigan corporation doing business in Saginaw County, Michigan.

5. At all times relevant herein, Defendant Bentley's Best, LLC is and has been a Michigan limited liability company doing business in Genesee County, Michigan.

6. At all times relevant herein, Defendant Edward Usewick is and has been a resident of the State of Michigan and is married to Defendant Cheyenne Usewick.

7. At all times relevant herein, Defendant Cheyenne Usewick is and has been a resident of the State of Michigan and is married to Defendant Edward Usewick.

8. The events giving rise to this cause of action occurred in Genesee County.

9. The amount in controversy exceeds \$25,000.00, exclusive of interest, costs, and attorney fees.

GENERAL ALLEGATIONS

10. Plaintiff incorporates by reference paragraphs 1-9.
11. Plaintiff commenced her employment with Defendants on or around January 21, 2013.
12. Plaintiff was employed by Defendants as a bookkeeper.
13. Plaintiff performed her job duties in a satisfactory or above manner.
14. Plaintiff reported directly to Defendants Edward Usewick and Cheyenne Usewick.
15. On or about August 17, 2013, Plaintiff discovered a picture text message on her cellular phone sent from Defendant Edward Usewick's cellular phone.
16. The picture text message sent to Plaintiff's cellular phone from Defendant Edward Usewick's cellular phone depicted a fully erect penis.
17. The picture text message sent to Plaintiff's cellular phone from Defendant Edward Usewick's cellular phone depicting a fully erect penis was unwelcome and in no way solicited by Plaintiff.
18. The unwelcome sexual conduct had the purpose and/or effect of substantially interfering with Plaintiff's employment and/or creating an intimidating, hostile, and offensive employment environment.
19. On or about August 28, 2013, Plaintiff complained to Defendant's Operations Manager, Fred Lynch, about the picture text message sent to Plaintiff's cellular phone from Defendant Edward Usewick's cellular phone depicting a fully erect penis.

20. On or about August 28, 2013, Plaintiff showed Defendant's Operations Manager, Fred Lynch, the picture text message sent to Plaintiff's cellular phone from Defendant Edward Usewick's cellular phone depicting a fully erect penis.

20. On or about August 28, 2013, Plaintiff, together with Defendant's Operations Manager, Fred Lynch, showed Defendants' Director of Operations, Jimmy Johnson, the picture text message sent to Plaintiff's cellular phone from Defendant Edward Usewick's cellular phone depicting a fully erect penis.

21. On or about August 28, 2013, Defendants' Director of Operations, Jimmy Johnson, met behind closed doors with Defendant Cheyenne Usewick, Defendant Edward Usewick's wife.

22. The next morning, August 29, 2013, Defendant Cheyenne Usewick terminated Plaintiff's employment for pretextual reasons.

23. Subsequent to her termination, Defendants' Operations Manager, Fred Lynch, contacted Plaintiff and reported that Defendants had threatened to "bury" Plaintiff and otherwise harm her if she sued for sexual harassment.

**COUNT I
HOSTILE ENVIRONMENT SEXUAL HARASSMENT
IN VIOLATION OF
THE ELLIOTT-LARSEN CIVIL RIGHTS ACT**

24. Plaintiff repeats and realleges paragraphs 1-23.

25. At all times, Plaintiff was an employee and Defendants were her employer covered by and within the meaning of the Elliott-Larsen Civil Rights Act, MCLA 37.2101 et seq., MSA 3.548 (101) et seq., in that all Defendants affected or controlled a term, condition, or privilege of Plaintiff's employment.

26. During the course of her employment with Defendants, Plaintiff was subjected to unwelcome sexual conduct by Defendant Edward Usewick, Plaintiff's supervisor and Defendants' employee.

27. The unwelcome sexual conduct by Defendant Edward Usewick, Plaintiff's supervisor and Defendants' employee, had the purpose and/or effect of substantially interfering with Plaintiff's employment and/or creating an intimidating, hostile, and offensive employment environment.

28. Defendants had both actual and constructive notice that Defendant Edward Usewick, Plaintiff's supervisor and Defendants' employee, created a hostile and offensive work environment for Plaintiff, but took no remedial action.

29. Defendants' conduct violated the Elliott-Larsen Civil Rights Act.

30. As a direct and proximate result of Defendants' wrongful actions and omissions, Plaintiff has sustained and will continue to sustain damages including, but not limited to, loss of earnings, earning capacity, and fringe benefits and has suffered mental anguish, physical and emotional distress, humiliation and embarrassment, and other compensable injuries.

**COUNT II
RETALIATION CONSPIRACY
IN VIOLATION OF
THE ELLIOTT-LARSEN CIVIL RIGHTS ACT**

31. Plaintiff repeats and realleges paragraphs 1-30.

32. At all times, Plaintiff was an employee and Defendants were her employer covered by and within the meaning of the Elliott-Larsen Civil Rights Act, MCLA 37.2101 et seq., MSA 3.548 (101) et seq. in that all Defendants affected or controlled a term, condition, or privilege of Plaintiff's employment.

33 Immediately after her complaints to Defendants about the unwelcome sexual conduct to which she was subjected by Defendant Edward Usewick, her supervisor and Defendant's employee, Plaintiff was subjected to retaliation by Defendants, including, but not limited to, termination from employment, because she complained of unlawful acts of discrimination in violation of the Elliott-Larsen Civil Rights Act.

34. This retaliation would not have occurred had Plaintiff not engaged in protected activity pursuant to the Elliott-Larsen Civil Rights Act..

35. Defendants' conduct violated §37.2701(a) of the Elliott-Larsen Civil Rights Act.

36. As a direct and proximate result of Defendants' wrongful actions and omissions, Plaintiff has sustained and will continue to sustain damages including, but not limited to, loss of earnings, earning capacity, and fringe benefits and has suffered mental anguish, physical and emotional distress, humiliation and embarrassment, and other compensable injuries.

**COUNT III
INTERFERENCE WITH ADVANTAGEOUS BUSINESS RELATIONSHIPS
AGAINST DEFENDANTS EDWARD USEWICK AND CHEYENNE USEWICK**

37. Plaintiff repeats and realleges paragraphs 1-36.

38. From January 2013 through August 2013, Plaintiff enjoyed an advantageous business relationship and expectancy with Defendants Suski Chevrolet Buick, Inc., Suski Used Cars, LLC and Bentley's Best, LLC.

39. The business relationship and expectancies between Plaintiff and Defendants Suski Chevrolet Buick, Inc., Suski Used Cars, LLC and Bentley's Best, LLC had a reasonable likelihood of future economic benefit to Plaintiff.

40. By their conduct described above, Defendants Edward Usewick and Cheyenne Usewick intentionally, wrongfully and improperly interfered with the advantageous business relationship and expectancy between Plaintiff and Defendants Suski Chevrolet Buick, Inc., Suski Used Cars, LLC and Bentley's Best, LLC.

41. As a direct and proximate result of Defendants' wrongful actions and omissions, Plaintiff has sustained and will continue to sustain damages including, but not limited to, loss of earnings, earning capacity, and fringe benefits and has suffered mental anguish, physical and emotional distress, humiliation and embarrassment, and other compensable injuries.

**COUNT IV
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
AGAINST DEFENDANTS EDWARD USEWICK AND CHEYENNE USEWICK**

42. Plaintiff repeats and realleges paragraphs 1-41.

43. Defendants' conduct as outlined above was intentional.

44. Defendants' conduct as outlined above was extreme, outrageous, and of such character as not to be tolerated by a civilized society.

45. Defendants' conduct resulted in severe and serious emotional distress.

46. As a direct and proximate result of Defendants' wrongful actions and omissions, Plaintiff has sustained and will continue to sustain damages including, but not limited to, loss of earnings, earning capacity, and fringe benefits and has suffered mental anguish, physical and emotional distress, humiliation and embarrassment, and other compensable injuries.

WHEREFORE, Plaintiff requests that this Court enter judgment against Defendant as follows:

- A. an award of back pay, front pay, and the value of lost fringe benefits, past and future;
- B. compensatory damages in whatever amount Plaintiff is found to be entitled;
- C. exemplary damages in whatever amount Plaintiff is found to be entitled;
- D. an award of interest, costs, and reasonable attorney fees;
- E. whatever other relief appears appropriate at the time of final judgment; and
- F. whatever other relief may appear appropriate when this court's final order is entered.

Dated: April 14, 2014



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