

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

LEWIS TIRENDI
Cherry Hill, NJ 08003

Plaintiff,

v.

DOW JONES & COMPANY, INC.
1211 Avenue of the Americas
New York, NY 10036

Defendant.

CIVIL ACTION NO.

JURY TRIAL DEMANDED

COMPLAINT

I. INTRODUCTION

Plaintiff, Lewis Tirendi, brings this action against his former employer Dow Jones & Company, Inc. ("Defendant") for Defendant's failure to promote Plaintiff and Defendant's termination of Plaintiff in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.* ("Title VII"), the Age Discrimination in Employment Act, 29 U.S.C. §621, *et seq.* ("ADEA") and the New Jersey Law Against Discrimination, as amended, N.J.S.A. 10:5-1, *et seq.* ("NJLAD"). Additionally, Defendant breached its contract with Plaintiff by failing to pay Plaintiff for accrued but unused vacation days. Plaintiff seeks damages, including compensatory, liquidated, and punitive damages, and all other relief that this Court deems appropriate.

II. PARTIES

1. Plaintiff, Lewis Tirendi, is an individual and a citizen of the State of New Jersey. He resides in Cherry Hill, NJ.

2. Defendant Dow Jones & Company, Inc., (“Defendant”) is a corporation with its principal place of business located at 1211 Avenue of the Americas, New York, NY 10036.

3. Defendant is a leading provider of global business news and information services.

4. Plaintiff worked for Defendant at Defendant’s office located at 4300 North Route 1 South Brunswick, NJ 08852.

5. Defendant regularly engages in an industry affecting interstate commerce and regularly does business in the state of New Jersey.

6. At all times material hereto, Defendant employed more than twenty (20) employees.

7. At all times material hereto, Defendant acted by and through authorized agents, servants, workmen, and/or employees acting within the course and scope of their employment with Defendant and in furtherance of Defendant’s business.

8. At all times material hereto, Defendant was an employer within the meanings of the statutes which form the basis of this matter.

9. At all times material hereto, Plaintiff was an employee of Defendant within the meanings of the statutes which form the basis of this matter.

III. JURISDICTION AND VENUE

9. The causes of action which form the basis of this matter arise under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.* (“Title VII”) the Age Discrimination in Employment Act, 29 U.S.C. §621, *et seq.* (“ADEA”), the New

Jersey Law Against Discrimination, as amended, N.J.S.A. 10:5-1, *et seq.* (“NJLAD”) and the common law of New Jersey.

10. The District Court has jurisdiction over Count I (Title VII) and Count II (ADEA) pursuant to 42 U.S.C. 2000e-5 and 28 U.S.C. §1331.

11. The District Court has supplemental jurisdiction over Count III (NJLAD) and Count IV (breach of contract) pursuant to 28 U.S.C. §1367.

12. The District Court has diversity jurisdiction over Count III (NJLAD) and Count IV (breach of contract) pursuant to 28 U.S.C. §1332, because the amount in controversy in the present action exceeds the sum or value of seventy-five thousand dollars (\$75,000), exclusive of interests and costs, and because there exists complete diversity of citizenship, as Plaintiff is a citizen of the state of New Jersey and Defendant is incorporated in, and has its principal place of business in the state of New York.

13. Venue is proper in the District Court under 42 U.S.C. 2000e-5 and 28 U.S.C. §1391 as the acts giving rise to this action occurred in New Jersey, Plaintiff was employed by Defendant in state of New Jersey, and Defendant is a corporation that does business in the state of New Jersey.

14. On or about August 11, 2009, Plaintiff filed a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”), complaining of the acts of discrimination alleged herein. Attached hereto, incorporated herein, and marked as Exhibit “1” is a true and correct copy of the EEOC Charge.

15. On or about November 23, 2010, the EEOC issued to Plaintiff a Dismissal and Notice of Rights. Attached hereto, incorporated herein, and marked

as Exhibit "2" is a true and correct copy of that notice.

16. Plaintiff has fully complied with all administrative prerequisites for the commencement of this action.

IV. JURISDICTION AND VENUE

17. Plaintiff was born in 1946 and is currently sixty-four (64) years of age.

18. Plaintiff was hired by Defendant on September 2, 2008 as the Director of Real Estate and Facilities Operations in Defendant's General Services Division.

19. Throughout his employment with Defendant, Plaintiff was not given a negative performance evaluation.

20. Plaintiff was hired by Mike Dertony (age 45¹), Vice President General Services and Controller. Mr. Dertony was Plaintiff's immediate supervisor.

21. In December 2009, Defendant terminated Mr. Dertony.

22. Plaintiff applied for Mr. Dertony's position after Mr. Dertony was terminated. The job description for the position no longer included Controller.

23. Plaintiff was qualified for the position based on the job description provided by Defendant.

24. From December 2008 through March 2009, Plaintiff reported to Dean DelVecchio (age 45), Defendant's Chief Information Officer and Chief Administrative Officer.

25. In or about January 2009, Plaintiff interviewed with Mr. DelVecchio for the position of Vice President of Administrative Services. During the interview Mr. DelVecchio told Plaintiff that he was planning to reorganize responsibilities and was contemplating dividing up the Vice President of Administrative Services position and

¹ All ages listed herein are approximate

creating one position focusing on real estate and another focusing on finance. Mr. DeVecchio told Plaintiff that he envisioned promoting Plaintiff to the position of Vice President of Global Real Estate.

26. Plaintiff was not promoted to the position of Vice President of Administrative Services.

27. In or about late January or mid-February 2009, Mr. DeVecchio began to position Plaintiff for the Vice President of Global Real Estate by increasing Plaintiff's responsibilities. Mr. DeVecchio told the General Counsel that Plaintiff would be handling all real estate transactions and told the Chief Operating Officer that Plaintiff was going to start handling international real estate transactions.

28. In mid-February 2009, Mary Rhodes (age 45) was hired in the position of Vice President of Administrative Services. Ms. Rhodes did not have the length or depth of experience working for Defendant as Plaintiff.

29. Plaintiff met with Mr. DeVecchio after it was announced that Ms. Rhodes was hired and he told Plaintiff that she did not have the real estate experience that Plaintiff had and her hire would not have an impact on Plaintiff's operation.

30. On March 2, 2009, Ms. Rhodes began her employment with Defendant and became Plaintiff's immediate supervisor.

31. On March 3, 2009, Plaintiff met with Ms. Rhodes. During this meeting they discussed Plaintiff's responsibilities and what Ms. Rhodes's role would be. She also told Plaintiff that she did not want the company to be doing things "the old way." She further told Plaintiff that Mr. DeVecchio had recommended Plaintiff for

promotion to the position of Vice President, Global Real Estate, based on Plaintiff's skill set, knowledge, and experience.

32. On or about March 16, 2009, Ms. Rhodes met with Plaintiff at Plaintiff's request. Plaintiff gave her an update on the status of his projects. Ms. Rhodes voiced no criticism of Plaintiff's work and gave no indication that his performance was in any way lacking.

33. On April 20, 2009, in a meeting with Ms. Rhodes and Mildred Stegman from Human Resources, Plaintiff was terminated. Ms. Rhodes told Plaintiff that he was terminated because Defendant wanted to go in a different direction and mentioned that there was a problem with one of the budgets that Plaintiff had submitted. Plaintiff had not been previously told that there was a problem with a budget.

34. During the six (6) weeks that Ms. Rhodes supervised Plaintiff, Plaintiff did not receive any verbal or written indication that his performance was lacking.

35. Plaintiff was told by Ms. Rhodes that he was not eligible for a severance package because his termination was "for cause." Ms. Rhodes could not give a clear reason why Plaintiff was being terminated "for cause."

36. At the time of his termination, Plaintiff had fourteen (14) vacation days and six (6) personal days accrued and unused. Plaintiff was told by Ms. Stegman that he was entitled to payment for these days; however, to date Plaintiff has not received payment for these accrued and unused days.

37. Upon information and belief, Plaintiff's duties were assumed by Mike Paulucci (age 38), Construction Manager, and Iris Bensch (age 32), Project

Manager. Mr. Paulucci and Ms. Bensch were direct reports to Plaintiff at the time of his termination.

38. Upon information and belief, at the time of his termination, Plaintiff was the oldest employee in the Administrative Services division.

39. Plaintiff was the only male direct report to Ms. Rhodes, and the only one of Ms. Rhodes's direct reports terminated on April 20, 2009.

40. Plaintiff's sex was a motivating and/or determinative factor in Defendant's discriminatory treatment of Plaintiff.

41. Plaintiff's age was a motivating and/or determinative factor in Defendant's discriminatory treatment of Plaintiff.

42. At the time of Plaintiff's termination, substantially younger employees and female employees were retained.

43. As a direct and proximate result of the discriminatory conduct of Defendant, Plaintiff has in the past incurred, and may in the future incur, a loss of earnings and/or earning capacity, loss of benefits, pain and suffering, embarrassment, humiliation, loss of self-esteem, mental anguish, and loss of life's pleasures, the full extent of which is not known at this time.

44. The conduct of Defendant, as set forth above, was outrageous under the circumstances and warrants the imposition of punitive damages against Defendant.

45. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendant's discriminatory and retaliatory acts unless and until this Court grants the relief requested herein.

46. No previous application has been made for the relief requested herein.

COUNT I
(Title VII)

47. Plaintiff incorporates herein by reference paragraphs 1 through 46 above, as if set forth herein in their entirety.

48. By committing the foregoing acts of discrimination against Plaintiff, Defendant has violated Title VII.

49. Said violations were willful and intentional and warrant the imposition of punitive damages.

50. As a direct and proximate result of Defendant's violation of Title VII, Plaintiff has suffered the damages and losses set forth herein.

51. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendant's discriminatory acts unless and until this Court grants the relief requested herein.

52. No previous application has been made for the relief requested herein.

COUNT II
(ADEA)

53. Plaintiff incorporates herein by reference paragraphs 1 to 52 above, as if set forth herein in their entirety.

54. By committing the foregoing acts of discrimination against Plaintiff Defendant has violated the ADEA.

55. Said violations were willful and intentional and warrant the imposition of liquidated damages.

56. As a direct and proximate result of Defendant's violation of the ADEA, Plaintiff has sustained the injuries, damages and losses set forth herein.

57. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendant's discriminatory and unlawful acts unless and until this Court grants the relief requested herein.

COUNT III
(NJLAD)

58. Plaintiff incorporates herein by reference paragraphs 1 to 57 above, as if set forth herein in their entirety.

59. Defendant, by the above-described discriminatory, acts, has violated the NJLAD.

60. As a direct and proximate result of Defendant's violations of the NJLAD, Plaintiff has sustained the injuries, damages and losses set forth herein.

61. Members of upper management of Defendant had actual participation in, or willful indifference to, Defendant's wrongful conduct described herein.

62. Defendant's conduct warrants the imposition of punitive damages under the NJLAD.

63. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendant's discriminatory and unlawful acts unless and until this Court grants the relief requested herein.

COUNT IV
(Breach of Contract)

64. Plaintiff incorporates herein by reference paragraphs 1 to 63 above, as if set forth herein in their entirety.

65. Defendant breached its contract with Plaintiff by failing to pay him for his accrued but unused vacation days at the time his employment ended.

66. As a direct and proximate result of Defendant's breach of contract, Plaintiff has incurred damages and losses.

RELIEF

WHEREFORE, Plaintiff, Lewis Tirendi, respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant:

- a) declaring the acts and practices complained of herein to be in violation of Title VII
- b) declaring the acts and practices complained of herein to be in violation of the ADEA;
- c) declaring the acts and practices complained of herein to be in violation of the NJLAD;
- d) declaring the acts and practices complained of herein to be a breach of contract;
- e) awarding compensatory damages to Plaintiff to make Plaintiff whole for all past and future lost earnings, benefits and earnings capacity which Plaintiff has suffered and will continue to suffer as a result of Defendant's discriminatory and unlawful misconduct;
- f) awarding damages for breach of contract;
- g) awarding liquidated damages to Plaintiff in accordance with the ADEA;

- h) awarding compensatory damages to Plaintiff for past and future emotional upset, mental anguish, humiliation, loss of life's pleasures and pain and suffering;
- i) awarding Plaintiff costs of this action, together with reasonable attorney's fees;
- j) awarding punitive damages to Plaintiff;
- k) awarding Plaintiff such other damages as are appropriate under Title VII, the ADEA, the NJLAD, and the common law of New Jersey; and,
- l) granting such other and further relief as this Court deems appropriate.

CONSOLE LAW OFFICES LLC

Dated: December 21, 2010

By:



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