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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ANNE AMBROSE,
Plaintiff,

vs.

HEWLETT-PACKARD CO.,
Defendant.

: CIVIL ACTION NO.:

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12 - 76

: JURY TRIAL DEMANDED
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COMPLAINT AND JURY DEMAND

I. PRELIMINARY STATEMENT:

1. This is an action for an award of damages, declaratory and injunctive relief, attorney's fees and other relief on behalf of Plaintiff, Anne Ambrose ("Plaintiff Ambrose"), a former employee of Defendant, Hewlett-Packard Company ("Defendant"), who has been harmed by the Defendant's discriminatory employment practices.

2. This action is brought under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000(e), et seq., as amended by the Civil Rights Act of 1991, at 42 U.S.C. §1981(a) ("Title VII"), Age Discrimination in Employment Act ("ADEA") and the Pennsylvania Human Relations Act ("PHRA"), 43 P.S. §951 et seq.

II. JURISDICTION AND VENUE:

3. The original jurisdiction of this Court is invoked, and venue is in this district, pursuant to Title 28 U.S.C. §§1331 and 1391, and the claim is substantively based on Title VII and the ADEA.

4. The supplemental jurisdiction of this Court is invoked pursuant to Title 28 U.S.C. § 1367, to consider the Plaintiff's claims arising under the Pennsylvania Human Relations Act, 43 P.S. §951, et seq.

5. All conditions precedent to the institution of this suit have been fulfilled.

III. PARTIES:

6. Plaintiff, Anne Ambrose ("Plaintiff Ambrose"), is a female individual and currently a citizen of Pennsylvania, residing at 1139 Brians Way, Wayne , Pennsylvania 19087.

7. Defendant, Hewlett-Packard Company ("Defendant"), is a corporation duly organized and existing under the laws of the State of Delaware, maintaining its primary place of business located at 300 Hanover Street, Palo, Alto, CA 94304-1185.

8. At all times relevant hereto, Defendant was acting through its agents, servants and employees, who were acting within the scope of their authority, course of employment, and under the direct control of the Defendant.

IV. STATEMENT OF FACTS:

9. Plaintiff Ambrose, a sixty-two (62) year old female individual, was employed by the Defendant from on or about October 1, 2000 until on or about October 9, 2009, the date of her unlawful termination.

10. During the course of her employment with the Defendant, Plaintiff Ambrose held various management and executive level positions, including her most

recent position of World Wide Director, Brokerage Trading and Asset Management. At all times relevant hereto, Plaintiff Ambrose maintained an excellent job performance rating in said capacity.

11. By way of illustration, the Defendant issued Plaintiff Ambrose 'Above Average' performance reviews for nine (9) years in a row.

12. Additionally, during the Defendant's fiscal years 2008 and 2009, Plaintiff Ambrose generated higher revenues than any other individual within her division. In fact, as of July 31, 2009 Plaintiff Ambrose had closed sixty-seven million dollars (\$67,000,000) in business.

13. In 2006, 2007 and 2008, Simon Freeman ("Freeman"), Supervisor, rated the Plaintiff Ambrose's job performance as 'Above Average'.

14. In or around May of 2009, Andy Orent ("Orent") became Plaintiff Ambrose's Supervisor.

15. On or about August 3, 2009, the Defendant informed Plaintiff Ambrose that her position was being eliminated under the guise of a workforce reduction plan and that her termination would be effective on or about October 9, 2009.

16. Upon information and belief, the Defendant terminated the employment of numerous employees over the age of forty (40), in order to replace them with significantly younger individuals. In fact, fifteen (15) of the sixteen (16) employees in Plaintiff Ambrose's division selected for the workforce reduction, were over the age of forty (40) and eleven (11) of the sixteen (16) employees were over the age of fifty (50).

17. Subsequently, on or about August 31, 2009, Orent informed Plaintiff Ambrose that her position was, in fact, not being eliminated, but was being filled by Jonathan Traer Clark ("Clark"), a significantly younger, less qualified, less experienced, male individual.

18. Egregiously, Orent further stated to Plaintiff Ambrose that her employment was being terminated because he preferred to work with a male individual.

19. In support thereof, only one (1) of the nine (9) retained employees in Plaintiff Ambrose's division were female.

20. Furthermore, Orent told Plaintiff Ambrose that her performance had been excellent and despite her selection for termination, she had earned a bonus if bonuses were awarded at the end of the year.

21. On or about October 9, 2009, the Defendant terminated Plaintiff Ambrose's employment. In connection thereto, the Defendant attempt to coerce Plaintiff Ambrose into signing a Wavier and General Release Agreement, however, Plaintiff Ambrose refused to sign said agreement.

22. Plaintiff Ambrose believes and avers that the stated reason for her termination was pretextual and, in fact, said actions were part of the Defendant's plan to terminate her and replace her with a younger, male individual.

23. Plaintiff Ambrose therefore believes and avers that her employment was terminated because of her age, sixty-two (62), and sex.

24. On or about November 17, 2009, Plaintiff Ambrose informed the Defendant that she was filing a charge with this commission in response to her unlawful termination.

25. In retaliation for the above mentioned charge of discrimination and refusal to sign the Waiver and General Release Agreement, in or about December of 2009, the Defendant issued Plaintiff Ambrose a negative performance review. Said review rated Plaintiff Ambrose's performance as 'Below Average' despite Orent's excellent appraisal of her performance on or about August 31, 2009, four (4) days before Plaintiff Ambrose's leave commenced.

26. Said negative performance review was issued in order to deny Plaintiff Ambrose her bonus, which Orent assured Plaintiff Ambrose she would receive if bonuses were distributed by the Defendant.

27. Upon information and belief, the Defendant did distribute bonuses at the end of the 2009.

28. Plaintiff Ambrose therefore believes that the denial of her compensation was not based on any legitimate business reason, but was in retaliation for opposing unlawful discrimination on the basis of age and sex.

COUNT I
Title VII - Sex Discrimination
Plaintiff Ambrose v. Defendant

29. Plaintiff Ambrose incorporates by reference paragraphs 1 through 28 of her Complaint as though fully set forth herein.

30. The actions of the Defendant, through its agents, servants and employees, were discriminatory in nature and motivated by reason of Plaintiff Ambrose's sex, ultimately resulting in her termination, constitute a violation of Title VII.

31. As a direct result of the aforesaid unlawful discriminatory employment practices engaged in by the Defendant in violation of Title VII, Plaintiff Ambrose has sustained severe emotional and psychological distress, a loss of earnings, plus the loss of future earning power, plus back pay, and front pay and interest due thereon.

COUNT II
ADEA- Age Discrimination
Plaintiff Ambrose v. Defendant

32. Plaintiff Ambrose incorporates by reference paragraphs 1 through 31 of her Complaint as though fully set forth herein.

33. The actions of the Defendant, through its agents, servants, and employees, were discriminatory in nature and motivated by reason of Plaintiff Ambrose's age, ultimately resulting in her termination, constitute a violation of the ADEA.

34. As a direct result of the aforesaid unlawful discriminatory employment practices engaged in by the Defendant in violation of the ADEA, Plaintiff Ambrose has sustained severe emotional and psychological distress, a loss of earnings, plus the loss of future earning power, plus back pay, and front pay and interest due thereon.

COUNT III
PHRA - Sex Discrimination
Plaintiff Ambrose v. Defendant

35. Plaintiff Ambrose incorporates by reference paragraphs 1 through 35 of her Complaint as though fully set forth herein.

36. The actions of the Defendant, through its agents, servants and employees, in subjecting Plaintiff Ambrose to discrimination based on her sex, ultimately resulting in her termination, constitute a violation of the PHRA.

37. As a direct result of the aforesaid unlawful discriminatory employment practices engaged in by the Defendant, in violation of the PHRA, Plaintiff Ambrose has sustained severe emotional and psychological distress, a loss of earnings, plus the loss of future earning power, plus back pay, and front pay and interest due thereon.

COUNT II
PHRA - Age Discrimination
Plaintiff Ambrose v. Defendant

38. Plaintiff Ambrose incorporates by reference paragraphs 1 through 37 of her Complaint as though fully set forth herein.

39. The actions of the Defendant, through its agents, servants and employees, in subjecting Plaintiff Ambrose to discrimination based on her age, ultimately resulting in her termination, constitute a violation of the PHRA.

40. As a direct result of the aforesaid unlawful discriminatory employment practices engaged in by the Defendant, in violation of the PHRA, Plaintiff Ambrose has sustained severe emotional and psychological distress, a loss of earnings, plus the loss of future earning power, plus back pay, and front pay and interest due thereon.

PRAYER FOR RELIEF

41. Plaintiff Ambrose incorporates by reference paragraphs 1 through 35 of her Complaint as though fully set forth herein.

WHEREFORE, Plaintiff Ambrose requests that this Court enter judgment in her favor and against the Defendant and order that:


- a. Defendant compensate Plaintiff Ambrose with the rate of pay and other benefits and emoluments of employment, to which she would have been entitled had she not been subjected to unlawful discrimination and retaliation;
- b. Defendant compensate Plaintiff Ambrose with an award of front pay, if appropriate;
- c. Defendant pay to Plaintiff Ambrose compensatory damages for future pecuniary losses, pain, suffering, inconvenience, mental anguish, and other nonpecuniary losses as allowable;
- d. Defendant pay to Plaintiff Ambrose punitive damages, pre- and post-judgment interest, costs of suit and attorney and expert witness fees as allowed by law;
- e. the Court award such other relief as is deemed just and proper.

JURY DEMAND

Plaintiff Ambrose demands trial by jury.

SIDNEY L. GOLD & ASSOC., P.C.

By:



/s/Sidney L. Gold, Esquire SG 1387

SIDNEY L. GOLD, ESQUIRE

Attorney I.D. No.: 21374

1835 Market Street, Suite 515

Philadelphia, PA 19103

(215) 569-1999

Attorneys for Plaintiff

DATE: January 6, 2012

VERIFICATION

I hereby verify that the statements contained in this **Complaint** are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Title 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

DATE: 18 december 2011

A handwritten signature in black ink, appearing to read 'Anne Ambrose', written over a horizontal line.

ANNE AMBROSE, PLAINTIFF