



COMMONWEALTH OF MASSACHUSETTS
 HAMPDEN COUNTY
 Docket Report

1679CV00560
Coover, Jon vs. Premier Education Group, L.P. et al

CASE TYPE: Torts	FILE DATE: 07/25/2016
ACTION CODE: B22	CASE TRACK: F - Fast Track
DESCRIPTION: Employment Discrimination	
CASE DISPOSITION DATE: 09/06/2016	CASE STATUS: Closed
CASE DISPOSITION: Transferred to another Court	STATUS DATE: 09/06/2016
CASE JUDGE:	CASE SESSION: Civil A - Ct. Rm. 3

LINKED CASE

PARTIES	
<p>Plaintiff Coover, Jon</p>	<p style="text-align: right;">672100</p> <p>Muller, Chip Muller Law, LLC Muller Law, LLC 155 S. Main Street Suite 101 Providence, RI 02903 Work Phone (401) 256-5171 Added Date: 07/25/2016</p> <p style="text-align: right;">675060</p> <p>Khorsand, Ali Massachusetts Bar 76 King Phillip Street Portsmouth, RI 02871 Work Phone (301) 312-7044 Added Date: 07/25/2016</p>
<p>Defendant Ferrise, Paul</p>	<p style="text-align: right;">567075</p> <p>Flanagan, Christopher P Wilson, Elser, Moskowitz, Edelman Wilson, Elser, Moskowitz, Edelman 260 Franklin Street 14th Floor Boston, MA 02110-3112 Work Phone (617) 422-5306 Added Date: 09/06/2016</p>
<p>Defendant Hastain, Nick</p>	<p style="text-align: right;">567075</p> <p>Flanagan, Christopher P Wilson, Elser, Moskowitz, Edelman Wilson, Elser, Moskowitz, Edelman 260 Franklin Street 14th Floor Boston, MA 02110-3112 Work Phone (617) 422-5306 Added Date: 09/06/2016</p>





**COMMONWEALTH OF MASSACHUSETTS
HAMPDEN COUNTY
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<p>Defendant Premier Education Group, L.P.</p>	<p align="right">567075</p> <p>Flanagan, Christopher P Wilson, Elser, Moskowitz, Edelman Wilson, Elser, Moskowitz, Edelman 260 Franklin Street 14th Floor Boston, MA 02110-3112 Work Phone (617) 422-5306 Added Date: 09/06/2016</p>
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FINANCIAL DETAILS					
Date	Fees/Fines/Costs	Assessed	Paid	Dismissed	Balance
07/25/2016	Civil Filing Fee (per Plaintiff) Receipt: 7794 Date: 07/25/2016	240.00	240.00	0.00	0.00
07/25/2016	Civil Security Fee (G.L. c. 262, § 4A) Receipt: 7794 Date: 07/25/2016	20.00	20.00	0.00	0.00
07/25/2016	Civil Surcharge (G.L. c. 262, § 4C) Receipt: 7794 Date: 07/25/2016	15.00	15.00	0.00	0.00
07/25/2016	Fee for Blank Summons or Writ (except Writ of Habeas Corpus) MGL 262 sec 4b Receipt: 7794 Date: 07/25/2016	15.00	15.00	0.00	0.00
Total		290.00	290.00	0.00	0.00

Deposit Account(s) Summary	Received	Applied	Checks Paid	Balance
Total				



INFORMATIONAL DOCKET ENTRIES			
Date	Ref	Description	Judge
07/25/2016		Attorney appearance On this date Chip Muller, Esq. added for Plaintiff Jon Coover	
07/25/2016		Attorney appearance On this date Ali Khorsand, Esq. added for Plaintiff Jon Coover	
07/25/2016		Case assigned to: DCM Track F - Fast Track was added on 07/25/2016	
07/25/2016	1	Original civil complaint filed.	
07/25/2016	2	Civil action cover sheet filed.	
07/25/2016		Demand for jury trial entered.	
08/12/2016	3	Service Returned for Defendant Premier Education Group, L.P.: Service via certified mail;	
08/12/2016	3	Service Returned for Defendant Ferrise, Paul: Service via certified mail;	
08/12/2016	3	Service Returned for Defendant Hastain, Nick: Service via certified mail;	
09/06/2016	4	REMOVED to the U.S. District Court Applies To: Premier Education Group, L.P. (Defendant); Ferrise, Paul (Defendant); Hastain, Nick (Defendant)	
09/06/2016		Attorney appearance On this date Christopher P Flanagan, Esq. added for Defendant Premier Education Group, L.P.	
09/06/2016		Attorney appearance On this date Christopher P Flanagan, Esq. added for Defendant Paul Ferrise	
09/06/2016		Attorney appearance On this date Christopher P Flanagan, Esq. added for Defendant Nick Hastain	
09/06/2016		Case transferred to another court.	
09/06/2016		Event Result: The following event: Pre-Trial Conference scheduled for 11/17/2017 02:00 PM has been resulted as follows: Result: Canceled Reason: Case Disposed	Unassigned

A TRUE COPY

OF THE DOCKET MINUTES

IN WITNESS WHEREOF, I hereunto

at my hand, and have caused the seal

of the Superior Court for the County

Hampden to be affixed on this

22nd day of September, 2016

Barbara Kolubecki

Deputy Assistant Clerk



 ORIGINAL

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN COUNTY

HAMPDEN COUNTY
SUPERIOR COURT
FILED

SUPERIOR COURT

JON COOVER,
Plaintiff,

AUG 12 2016

v.


CLERK OF COURTS

C. A. No. 16-560

PREMIER EDUCATION GROUP, L.P.,
PAUL FERRISE, AND NICK HASTAIN
Defendants.

RECEIVED
AUG 12 2016
CANCELLED
LAURA S. GENTILE
CLERK OF COURTS
HAMPDEN COUNTY

NOTICE OF FILING PROOF OF SERVICE

Now comes the Plaintiff Jon Coover, by and through his counsel, and hereby provides notice of proof of service upon out of state Defendants Paul Ferrise, Premier Education Group, L.P., and Nick Hastain via their agent for service Meltzer, Lippe, Goldstein & Breitstone, LLP via the U.S. Postal Service, copies of certified, return receipt requested green cards. Copies of the signed return receipt requested cards at attached as Exhibit A hereto.

Plaintiff,
Jon Coover,
By and through his Attorneys,



Ali Khorsand, Esq. (#8084)
Chip Muller, Esq. (#7686)
Muller Law, LLC
155 South Main Street, Suite101
Providence, RI 02903
(401) 256-5171
(401) 256-5025 (facsimile)
chip@mullerlaw.com
ali@mullerlaw.com

Dated: August 9, 2016

CERTIFICATION

I hereby certify that on the 9th day of August, 2016, I caused to be mailed a true and correct copy of the within via the U.S. mail to the following counsel and the original notice to be filed with the clerk of the court:

Meltzer, Lippe, Goldstein & Breitstone, LLP
190 Willis Avenue
Mineola, NY 11501

A handwritten signature in black ink, appearing to be "W. J. ...", written over a horizontal line.

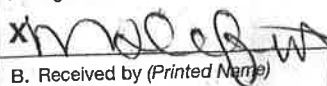
A true copy.

Attest:


Barbara Wolubecki
Deputy Assistant Clerk



EXHIBIT A

SENDER: COMPLETE THIS SECTION		SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and item 4 if Restricted Delivery is desired. Print your name and address so that we can return the card to you. Attach this card to the back or on the front if space permits. 		<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Address 	
1. Article Addressed to: Premier Education Group, L.P. c/o Agent for Service Meltzer, Lippe, Goldstein & Breitstone, LLP 190 Willis Avenue Mineola, NY 11501		1. Article Addressed to: Premier Education Group, L.P. c/o Agent for Service Meltzer, Lippe, Goldstein & Breitstone, LLP 190 Willis Avenue Mineola, NY 11501		B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery C. Date of Delivery 8/3 AUG 2016	
2. Article Number (Transfer from service label) PS Form 3811, July 2013		2. Article Number (Transfer from service label) PS Form 3811, July 2013		D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		7012 1640 0001 1341 7286		3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
				4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
				Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and item 4 if Restricted Delivery is desired. Print your name and address so that we can return the card to you. Attach this card to the back or on the front if space permits. 		<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Address 	
1. Article Addressed to: Paul Ferrise, c/o Agent for Service Meltzer, Lippe, Goldstein & Breitstone, LLP 190 Willis Avenue Mineola, NY 11501		1. Article Addressed to: Paul Ferrise, c/o Agent for Service Meltzer, Lippe, Goldstein & Breitstone, LLP 190 Willis Avenue Mineola, NY 11501		B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery C. Date of Delivery 8/3 AUG 2016	
2. Article Number (Transfer from service label) PS Form 3811, July 2013		2. Article Number (Transfer from service label) PS Form 3811, July 2013		D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		7012 1640 0001 1341 7279		3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
				4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
				Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and item 4 if Restricted Delivery is desired. Print your name and address so that we can return the card to you. Attach this card to the back or on the front if space permits. 		<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Address 	
1. Article Addressed to: Nick Hastain c/o Agent for Service Meltzer, Lippe, Goldstein & Breitstone, LLP 190 Willis Avenue Mineola, NY 11501		1. Article Addressed to: Nick Hastain c/o Agent for Service Meltzer, Lippe, Goldstein & Breitstone, LLP 190 Willis Avenue Mineola, NY 11501		B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery C. Date of Delivery 8/19/16	
2. Article Number (Transfer from service label) PS Form 3811, July 2013		2. Article Number (Transfer from service label) PS Form 3811, July 2013		D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		7012 1640 0001 1341 7293		3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
				4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
				Domestic Return Receipt	

CIVIL ACTION COVER SHEET INSTRUCTIONS

SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

AC Actions Involving the State/Municipality *

- AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AB1 Tortious Action Involving Commonwealth, Municipality, MBTA, etc. (A)
- AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)
- AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)

CN Contract/Business Cases

- A01 Services, Labor, and Materials (F)
- A02 Goods Sold and Delivered (F)
- A03 Commercial Paper (F)
- A04 Employment Contract (F)
- A06 Insurance Contract (F)
- A08 Sale or Lease of Real Estate (F)
- A12 Construction Dispute (A)
- A14 Interpleader (F)
- BA1 Governance, Conduct, Internal Affairs of Entities (A)
- BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)
- BB1 Shareholder Derivative (A)
- BB2 Securities Transactions (A)
- BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)
- BD1 Intellectual Property (A)
- BD2 Proprietary Information or Trade Secrets (A)
- BG1 Financial Institutions/Funds (A)
- BH1 Violation of Antitrust or Trade Regulation Laws (A)
- A99 Other Contract/Business Action - Specify (F)

* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

ER Equitable Remedies

- D01 Specific Performance of a Contract (A)
- D02 Reach and Apply (F)
- D03 Injunction (F)
- D04 Reform/ Cancel Instrument (F)
- D05 Equitable Replevin (F)
- D06 Contribution or Indemnification (F)
- D07 Imposition of a Trust (A)
- D08 Minority Shareholder's Suit (A)
- D09 Interference in Contractual Relationship (F)
- D10 Accounting (A)
- D11 Enforcement of Restrictive Covenant (F)
- D12 Dissolution of a Partnership (F)
- D13 Declaratory Judgment, G.L. c.231A (A)
- D14 Dissolution of a Corporation (F)
- D99 Other Equity Action (F)

PA Civil Actions Involving Incarcerated Party †

- PA1 Contract Action involving an Incarcerated Party (A)
- PB1 Tortious Action involving an Incarcerated Party (A)
- PC1 Real Property Action involving an Incarcerated Party (F)
- PD1 Equity Action involving an Incarcerated Party (F)
- PE1 Administrative Action involving an Incarcerated Party (F)

TR Torts

- B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)
- B04 Other Negligence - Personal Injury/Property Damage (F)
- B05 Products Liability (A)
- B06 Malpractice - Medical / Wrongful Death (A)
- B07 Malpractice - Other (A)
- B08 Wrongful Death, G.L. c.229 §2A (A)
- B15 Defamation (A)
- B19 Asbestos (A)
- B20 Personal Injury - Slip & Fall (F)
- B21 Environmental (F)
- B22 Employment Discrimination (F)
- BE1 Fraud, Business Torts, etc. (A)
- B99 Other Tortious Action (F)

RP Real Property

- C01 Land Taking (F)
- C02 Zoning Appeal, G.L. c. 40A (F)
- C03 Dispute Concerning Title (F)
- C04 Foreclosure of a Mortgage (X)
- C05 Condominium Lien & Charges (X)
- C99 Other Real Property Action (F)

MC Miscellaneous Civil Actions

- E18 Foreign Discovery Proceeding (X)
- E97 Prisoner Habeas Corpus (X)
- E22 Lottery Assignment, G.L. c. 10 §28 (X)

AB Abuse/Harassment Prevention

- E15 Abuse Prevention Petition, G.L. c. 209A (X)
- E21 Protection from Harassment, G.L. c. 258E(X)

AA Administrative Civil Actions

- E02 Appeal from Administrative Agency, G.L. c. 30A (X)
- E03 Certiorari Action, G.L. c.249 §4 (X)
- E05 Confirmation of Arbitration Awards (X)
- E06 Mass Antitrust Act, G. L. c. 93 §9 (A)
- E07 Mass Antitrust Act, G. L. c. 93 §8 (X)
- E08 Appointment of a Receiver (X)
- E09 Construction Surety Bond, G.L. c. 149 §§29, 29A (A)
- E10 Summary Process Appeal (X)
- E11 Worker's Compensation (X)
- E16 Auto Surcharge Appeal (X)
- E17 Civil Rights Act, G.L. c.12 §11H (A)
- E24 Appeal from District Court Commitment, G.L. c.123 §9(b) (X)
- E25 Pleural Registry (Asbestos cases) (X)
- E94 Forfeiture, G.L. c265 §56 (X)
- E95 Forfeiture, G.L. c.94C §47 (F)
- E99 Other Administrative Action (X)
- Z01 Medical Malpractice - Tribunal only, G.L. c. 231 §60B (F)
- Z02 Appeal Bond Denial (X)

SO Sex Offender Review

- E12 SDP Commitment, G.L. c. 123A §12 (X)
- E14 SDP Petition, G.L. c. 123A §9(b) (X)

RC Restricted Civil Actions

- E19 Sex Offender Registry, G.L. c.6 §178M (X)
- E27 Minor Seeking Consent, G.L. c.112 §12S (X)

TRANSFER YOUR SELECTION TO THE FACE SHEET

EXAMPLE:

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	<u>F</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

DUTY OF THE PLAINTIFF - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or pro se party.**

DUTY OF THE DEFENDANT - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.
FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
MAY RESULT IN DISMISSAL OF THIS ACTION.**

 ORIGINAL

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN COUNTY

SUPERIOR COURT

JON COOVER,
Plaintiff,

v.

C. A. No. 16 - 560

PREMIER EDUCATION GROUP, L.P.,
PAUL FERRISE, AND NICK HASTAIN
Defendants.

COMPLAINT

HAMPDEN COUNTY
SUPERIOR COURT
FILED

JUL 25 2016


CLERK OF COURTS

I. PARTIES, JURIDICTION, AND VENUE

1. Plaintiff Jon Coover is a resident of South Dakota.
2. Defendant Premier Education Group, L.P., ("PEG") is a private school company based in Connecticut.
3. PEG owns and operates Salter College located in Chicopee, Massachusetts in addition to other schools in the Commonwealth.
4. Defendant Nick Hastain is PEG's Chief Executive Officer.
5. Defendant Paul Ferrise is PEG's Division President, North Division, can be served in Connecticut, and, upon information and belief, is a Connecticut resident.
6. Almost all of events alleged in this Complaint took place in the Chicopee, Massachusetts located in Hampden County.
7. Jurisdiction is properly conferred by G.L. c. 212, § 4 and c. 223A, §§ 2 and 3.
8. Venue is proper under G.L. c. 223, § 1.

II. FACTS

9. In December, 2010, PEG hired Mr. Coover as its Regional Vice President of Operations.
10. Plaintiff Coover has over thirty years of experience in the education field.
11. Plaintiff Coover is 77 years old.

No. of Piffs.	<u>1</u>	
Fee Paid - \$	<u>240.-</u>	Cash - Check
Surcharge Paid - \$	<u>15.-</u>	Cash - Check
Security Fee - Paid - \$	<u>20.-</u>	Cash - Check
Received by	<u>AB</u>	

12. On or about October 23, 2015, Plaintiff Coover became PEG's Regional Vice President of Operations for the school's Northern Division.
13. At all times relevant to this Complaint, Plaintiff Coover's work performance met or exceeded Defendants' expectations.
14. On December 5, 2015, Defendant Ferrise informed Mr. Coover that PEG's CEO, Nicholas Hastain, had promoted Defendant Ferrise.
15. On December 5, 2015, Defendant Ferrise also informed Mr. Coover that PEG had eliminated Mr. Coover's position, the Regional Vice President of Operations for the school's Northern Division, and, as a result, it had terminated Mr. Coover's employment with PEG.
16. Defendant Ferrise told Mr. Coover that the Regional Vice President of Operations for the Northern Division position was eliminated in order for PEG to have the financial resources to pay Defendant Ferrise's salary for his new role.
17. At the time of his termination, Mr. Coover asked Defendant Ferrise whether PEG could hire him as a Campus President. Defendant Ferrise had previously told Mr. Coover that PEG needed to hire a Campus President at PEG's campuses in Albany, New York, Southington, Massachusetts, or Chicopee, Massachusetts.
18. Defendant Ferrise informed Plaintiff Coover that he could work as the Campus President at the Albany, New York campus for the next few days while Defendant Ferrise had an opportunity to discuss Mr. Coover's request with PEG's CEO, Defendant Hastain.
19. Mr. Coover worked at the Albany campus as the Campus President for two days.
20. In early December 2015, Defendants recreated the position of Regional Vice President of Operations for the school's Northern Division and placed Vincent Garcia, a man approximately thirty years younger than Plaintiff Coover, in that position, which Mr. Coover had just occupied a few days before Mr. Garcia's appointment.
21. On December 8, 2015, Defendant Ferrise gave Plaintiff Coover the Campus President position at PEG's Salter College in Chicopee, Massachusetts.
22. The salary and benefits associated with the Campus President position were significantly less than those given to Mr. Coover when he was PEG's Regional Vice President of Operations for the school's Northern Division.
23. In a short amount of time, Plaintiff Coover successfully prepared the school for an accreditation visit and he improved student performance.
24. On or about December 22, 2015, Mr. Hastain terminated Plaintiff Coover's employment. Mr. Hastain falsely accused Plaintiff Coover of misusing PEG's proprietary information.

25. Mr. Hastain made these false allegations because he incorrectly believed that Mr. Coover had shared PEG's information with PEG's former CEO, Gary Camp.
26. In that same meeting on or about December 22, 2015, Plaintiff Coover successfully persuaded Mr. Hastain to reverse his termination of Plaintiff Coover.
27. Mr. Coover continued working as Campus President at the Salter College in Chicopee.
28. In January, 2016, PEG presented Plaintiff Coover with a draft "Confidentiality Agreement and Non-Disclosure Agreement" ("Agreement") to sign.
29. The Agreement barred Plaintiff Coover from disclosing PEG's secrets.
30. Plaintiff Coover signed the Agreement.
31. On February 2, 2016, Defendant Ferrise falsely accused Mr. Coover of violating the Agreement and accused Mr. Coover of unethical conduct.
32. Defendants' allegations that Plaintiff Coover violated the Agreement and acted in an unethical manner are pretext for discriminatory intent.
33. On February 2, 2016, Defendants terminated Plaintiff Coover.

COUNT ONE
AGE DISCRIMINATION
ADEA
MASS. GEN. LAWS CH. 151B

34. Plaintiff Coover repeats and incorporates by reference all paragraphs above and below as if restated here in full.
35. Plaintiff Coover is over 40 years old.
36. Beginning in December 2015, the Defendants discriminated against Plaintiff Coover because of his age with respect to the terms and conditions of employment, when they demoted and terminated Plaintiff Coover on December 8, 2015 and February 2, 2016, respectively.
37. Beginning in December 2015, the Defendants discriminated against Plaintiff Coover because of his age, and the discrimination adversely affected his status as an employee, when they demoted and terminated Plaintiff Coover on December 8, 2015 and February 2, 2016, respectively.
38. Defendants' demotion and termination of Plaintiff Coover due to his age was in violation of the Age Discrimination in Employment Act ("ADEA") and Mass. Gen. Laws ch. 151B, § 4-2.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court award him reinstatement, damages, compensatory damages, liquidated damages, punitive damages, consequential damages, equitable relief, injunctive relief, attorney's fees, costs, interest, and other relief as this Honorable Court deems just and proper.

Plaintiff demands a TRIAL BY JURY on all counts so triable and designates Chip Muller and Ali Khorsand as trial counsel.

Respectfully,
JON COOVER,
By his attorneys,



Chip Muller, Esq. (BBO #672100)
Ali Khorsand, Esq. (BBO #675060)
Muller Law, LLC
155 S. Main Street, Ste. 101
Providence, RI 02903
(401) 256-5171
(401) 256-5025(fax)
chip@mullerlaw.com
ali@mullerlaw.com



A true copy.

Attest:


Barbara Holubecki
Deputy Assistant Clerk