

**IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO**

<p>Amy Sabath, 228 Gulls Cove Painesville, Ohio 44077 Plaintiff,</p> <p>vs.</p> <p>LAKE COUNTY COMMUNITY COLLEGE DISTRICT d/b/a Lakeland Community College c/o Sunil Ahuja 7700 Clock Tower Drive Kirtland, Ohio 44094 Defendant.</p>	<p>Case No.:</p> <p>Judge</p> <p><u>COMPLAINT</u></p> <p>(Jury Demand)</p>
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Now comes Plaintiff, Amy Sabath (hereinafter "Plaintiff"), by and through her undersigned counsel, Dworken & Bernstein Co., L.P.A. and for her complaint against Defendant, Lake County Community College District (hereinafter "Defendant"), states as follows:

JURISDICTION & VENUE

1. This Court has jurisdiction over the subject matter of this Complaint.
2. This Court has personal jurisdiction over Defendant because a substantial part of the conduct giving rise to this Complaint took place within the territorial jurisdiction of this Court and the Defendant conducts business within the territorial jurisdiction of this Court.
3. This matter is properly venued in this Court pursuant to Civil Rule 3(C)(2)(3) and (6).

PARTIES

4. Plaintiff realleges and reavers each and every allegation contained in the foregoing paragraphs as if fully written herein.

5. Plaintiff is a resident in the County of Lake and State of Ohio.

6. Defendant, Lake County Community College District, is a political subdivision of the State of Ohio with its principal place of business in Lake County, Ohio.

FACTS

7. Plaintiff realleges and reavers each and every allegation contained in the foregoing paragraphs as if fully written herein.

8. Plaintiff began working for Defendant as the Senior Development Officer on or about February 20, 2017.

9. Pursuant to Defendant's personnel action report dated, February 16, 2017, Plaintiff's position as Senior Development Officer was classified as a full-time, supervisory/professional position.

10. On or about July 1, 2017, Plaintiff's position as Senior Development Officer was continued.

11. Pursuant to Defendant's personnel action report dated, June 5, 2017, Plaintiff's position as Senior Development Officer was classified as a full-time, supervisory/professional position.

12. On or about December 15, 2017, Plaintiff was transferred to the President's Office as Senior Development Officer.

13. Pursuant to Defendant's personnel action report dated, December 20, 2017, Plaintiff's position as Senior Development Officer was classified as a full-time, supervisory/professional position.

14. On or about February 1, 2018, Plaintiff was promoted to Director for Government Relations and Executive Assistant to the President.

15. Pursuant to Defendant's personnel action report dated, July 10, 2018, Plaintiff's position as to Director for Government Relations and Executive Assistant to the President was considered "Full Time SUPV & PROF".

16. Pursuant to Defendant's personnel action report dated, August 13, 2019, Plaintiff's position as to Director for Government Relations and Executive Assistant to the President was considered "Full Time SUPV & PROF".

17. Pursuant to Defendant's personnel action report dated, June 16, 2021, Plaintiff's position as to Director for Government Relations and Executive Assistant to the President was considered "Full Time SUPV & PROF".

18. Pursuant to Defendant's personnel action report dated, July 5, 2022, Plaintiff's position as to Director for Government Relations and Executive Assistant to the President was considered "Full Time SUPV & PROF".

19. Pursuant to Defendant's personnel action report dated, December 13, 2022, Plaintiff's position as to Director for Government Relations and Executive Assistant to the President was considered "Full Time SUPV & PROF".

20. Pursuant to Defendant's personnel action report dated, July 3, 2023, Plaintiff's position as to Director for Government Relations and Executive Assistant to the President was considered "Full Time SUPV & PROF".

21. At all times relevant herein, OAC 3354:2-20-05, contained in Defendant's Policies and Procedures, governed employment contracts for administrators and supervisory/professionals.

22. Pursuant to OAC 3354:2-20-05(3)(c) continuing contracts are normally renewed annually and where a contract is not renewed due to lack of funds, an affected employee must be notified by March 15 of the then current contract.

23. Pursuant to OAC 3354:2-20-05(3)(c)(i)(e) the failure to notify an employee of non-renewal by March 15 results in automatic employment of the employee for the subsequent fiscal year.

24. On or about June 28, 2024, Plaintiff was terminated from her position with Defendant

25. Defendant did not provide Plaintiff the notice as required by OAC 3354:2-20-05(3)(c).

26. As a result of Defendant's failure to notify Plaintiff of non-renewal by March 15th of the current contract, Defendant was obligated to employ Plaintiff for the subsequent fiscal year.

27. Defendant breached its obligations under Plaintiff's continuing contract and OAC 3354:2-20-05.

COUNT ONE
(Breach of Contract)

28. Plaintiff realleges and reavers each and every allegation contained in the foregoing paragraphs as if fully written herein.

29. Plaintiff had a contract as the Director for Government Relations and Executive Assistant to the President which was a full-time Supervisory/Professionals position governed by OAC 3354:2-20-05.

30. Pursuant to OAC 3354:2-20-05 if Defendant lacked the funding to renew Plaintiff's contract, Defendant was required to notify Plaintiff by March 15th of the then current contract.

31. Pursuant to OAC 3354:2-20-05 Defendant's failure to give proper notice by March 15th would result in automatic renewal of Plaintiff's contract for the subsequent fiscal year.

32. Defendant terminated Plaintiff's employment on or about June 28, 2024.

33. As a result of Defendant's failure to comply with OAC 3354:2-20-05 Defendant was required to reemploy Plaintiff for the subsequent fiscal year

34. Defendant failed to reemploy Plaintiff as required by OAC 3354:2-20-05 and a direct and proximate result of Defendant's breach, Plaintiff has suffered damages in excess of Twenty-Five Thousand Dollars (\$25,000.00) plus interest thereon, including pre-judgment interest, and has incurred attorney's fees.

WHEREFORE, for the foregoing reasons, Plaintiff requests the following relief:

- A. Compensatory damages in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00);
- B. Attorneys' fees and costs as provided for under the law;
- C. Pre- and post-judgment interest; and
- D. Such other and further relief as this Honorable Court may deem Plaintiff to be entitled.

Respectfully submitted,

/s/ Kristen M. Kraus
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INSTRUCTIONS FOR SERVICE

Please serve Defendants at the address set forth in the caption of the Complaint by certified mail, return receipt requested, in accordance with the Ohio Rules of Civil Procedure.

/s/ Kristen M. Kraus
Kristen M. Kraus – 0073899 O.R.N.

JURY DEMAND

Now comes Plaintiff, by and through his counsel, and demand that this case be tried before a jury of the maximum number allowed by law.

/s/ Kristen M. Kraus
Kristen M. Kraus – 0073899 O.R.N.