

RECEIPT FOR PAYMENT

=====

Fayette County Prothonotary
Courthouse: 61 East Main St
Uniontown, Pa 15401

Receipt Date 12/16/2015
Receipt Time 13:28:44
Receipt No. 122606

TERRY RUGOLA (vs) MEPCO INC

Case Number 2015-02544

Received of: KRAEMER MANES & ASSO

----- Transaction Distribution -----

<u>Cost/Fee Description</u>	<u>Payment Amount</u>	<u>Payee Name</u>
TAX ON CMPLT	.50	PA DEPARTMENT OF REVENUE
JCP FEE	35.50	PA DEPARTMENT OF REVENUE
DISC	6.25	FAYETTE COUNTY GENERAL FUND
AUTO FEE 2	5.00	PROTHONOTARY AUTOMATION FUND
COMPLAINT FILED	62.25	FAYETTE COUNTY GENERAL FUND

	\$109.50	
Check# 1816	\$109.50	

Total Received.....	\$109.50	

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

01988 1770

IN THE COURT OF COMMON PLEAS OF
FAYETTE COUNTY, PENNSYLVANIA

Terry Rugola,

Civil Division

Plaintiff

vs.

No. *2544 of 201561*

MEPCO Inc.

Defendant.

COMPLAINT

Filed on behalf of PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

Elizabeth Pollock-Avery, Esq.

PA ID # 314841

elizabeth@lawkm.com

(412) 626-5580 Direct

KRAEMER, MANES & ASSOCIATES LLC

US Steel Tower

600 Grant St, Suite 660

Pittsburgh, PA 15219

(412) 637-0232 Fax

FILED

2015 DEC 16 PM 1 31

FAYETTE COUNTY
PROthonARY

IN THE COURT OF COMMON PLEAS OF FAYETTE COUNTY, PENNSYLVANIA

Terry Rugola

Civil Division

Plaintiff

vs.

No.

MEPCO Inc.

Defendant.

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following papers, you must take action within TWENTY (20) days after the Complaint and Notice are served by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE
The Fayette County Bar Association
92 E Main St., #22
Uniontown, PA 15401
TELEPHONE: 724-437-7994

IN THE COURT OF COMMON PLEAS OF FAYETTE COUNTY, PENNSYLVANIA

Terry Rugola

Civil Division

Plaintiff

vs.

No.

MEPCO Inc.

Defendant.

COMPLAINT

Plaintiff, through his attorney, Elizabeth Pollock-Avery, Esq. files this Complaint, averring the following:

Overview of Case

1. Plaintiff's action arises out of Defendant's wrongful termination of Plaintiff in retaliation for requesting time off for jury duty. Defendant's wrongful discharge has had a severe detrimental impact on Plaintiff's financial state and emotional wellbeing.

Facts

2. Plaintiff, Terry Rugola, is an adult individual residing in Pennsylvania with an address at PO Box 931 Republic, PA 15475.

3. Defendant, MEPCO Inc., is a company doing business in Pennsylvania with a headquarters located at 308 Dents Run Rd. Morgantown, WV 26501.

4. Mr. Rugola began working for Defendant January 28, 2007.

5. On February 28, 2015 Mr. Rugola was summoned for jury duty scheduled for March 3 and March 4 of 2015.

6. Mr. Rugola was scheduled to work from 7:00pm Monday, March 1 to 7:00am Tuesday, March 2 and from 7:00pm Tuesday, March 2 to 7:00am Wednesday, March 3.

7. Mr. Rugola called his employer and spoke with Mine Superintendent James Price once he realized that the date for jury duty would conflict with his work schedule.

8. Mr. Rugola explained the situation and Mr. Price suggested that he work until 5:00am on March 3, leaving two hours earlier than Mr. Rugola's shift would have ended.

9. On Sunday March 1, Mr. Rugola realized that he would not be able to work a 12 hour shift in addition to the commute and still be able to attend jury duty the morning his shift ended.

10. Mr. Rugola called into the mine and asked the clerk on duty, Robin Masters, to post a note stating "Terry is requesting to use a personal day/vacation day to cover his March 2, 7:00pm – 7:00am shift."

11. On Monday March 2, Mr. Rugola walked into the dispatch room and was told that Mr. Price would like him to call Mr. Price's work cell phone.

12. Mr. Price asked what he was doing, and Mr. Rugola replied that he did not think that he would be fit for jury duty after working those hours.

13. Mr. Price explained that he had asked Kevin Rosenburger, the employee who was to relieve Mr. Rugola at 5:00am on Wednesday, whether or not he would come in earlier to take over the whole shift and Mr. Rosenburger had replied that he could not arrive until 12:00am to take over.

14. Mr. Price asked if this was ok and Mr. Rugola replied that he thought it would be ok.

15. While working after his first day of jury duty, Mr. Rugola realized the immense difficulty involved in coming to work for the following shift and returning for jury duty again and planned to approach Mr. Price in the morning to ask him if an employee from the warehouse could fill in until 12:00am.

16. In the morning, before the 7:00am shift workers arrived, Mr. Price walked into the dispatch room and asked Mr. Rugola if he was still good for working until 12:00am.

17. When Mr. Rugola replied that he would rather not, Mr. Price immediately became angry, raising his voice and grumbling as he stormed out of the room.

18. Mr. Rugola wanted to clarify things with Mr. Price, so at the end of his shift he went into Mr. Price's office and started to suggest that he could ask the warehouse employees to fill in until midnight.

19. Mr. Price immediately interrupted and angrily said "I told you that I would handle it."

20. Mr. Rugola felt bad because of how visibly angry Mr. Price was and wanted to help, so he again began to suggest that he could ask the warehouse employees.

21. Mr. Price became even more enraged, raised his voice and told Mr. Rugola not to "give me attitude."

22. Mr. Rugola was stunned by Mr. Price's reaction, and replied that he wasn't giving him attitude.

23. Mr. Price immediately interrupted Mr. Rugola again and this time swiftly stood up, approached Mr. Rugola and leaned his face within a few inches saying “I told you do not give me attitude.”

24. Mr. Rugola again tried to tell Mr. Price that he didn’t know where this was coming from. Mr. Rugola was forced to shrink back because of how close Mr. Price was and because of how uncomfortable Mr. Price’s demeanor made him.

25. Mr. Price slammed the door shut, again leaned within inches of Mr. Rugola’s face and started telling Mr. Rugola in an angry tone not to give him attitude.

26. Mr. Rugola told him that he felt that Mr. Price was being disrespectful and that he didn’t know why Mr. Price thought that he was giving him attitude.

27. Once again, Mr. Price started to say that Mr. Rugola was giving him attitude, but stopped when Mr. Rugola repeated what he had just said.

28. Mr. Price opened the door and told Mr. Rugola “go, you are fired.”

29. Mr. Rugola immediately left the mine and went home.

Count I
Wrongful Termination

30. The above paragraphs are incorporated herein by reference.

31. Mr. Rugola asked defendant to adjust his shift so that he could attend jury duty.

32. Defendant terminated Mr. Rugola because he responded to a summons for jury service.

33. It is against public policy in Pennsylvania for employers to terminate their employees for responding to jury service or serving as a juror.

34. Mr. Rugola was wrongfully terminated by defendant.

Request for Relief

WHEREFORE, Plaintiff Mr. Rugola respectfully requests that this Court enter judgment against Defendant for the following:

- a. Loss of back wages to date;
- b. Front pay, where appropriate;
- c. Wages and other benefits of employment lost as a result of Defendant's unlawful conduct;
- d. Compensatory, additional liquidated or punitive damages;
- e. Plaintiffs' legal fees;
- f. Court costs; and
- g. Other such relief as the Court may deem just and proper.

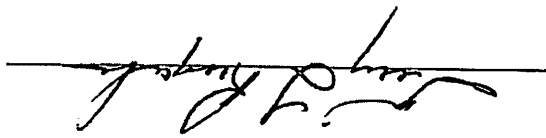
Date: December 8, 2015

Respectfully submitted,

Elizabeth L. Pollock-Avery

Elizabeth Pollock-Avery, Esq.
PA ID # 314841
elizabeth@lawkm.com
(412) 626-5580

KRAEMER, MANES & ASSOCIATES LLC
US Steel Tower
600 Grant St, Suite 660
Pittsburgh, PA 15219
(412) 637-0234 Fax
www.lawkm.com

A handwritten signature in black ink, appearing to read "Tony D. Angelo", written over a horizontal line.

Date: 12/8/2015

Verification
I verify that the facts set forth 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 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.