

In the Superior Court for Hudson County

State of Hudson

Peggy Olson, Plaintiff	November Term, 2017 No. _____
v.	
Sterling Cooper, LLC, Defendant	

COMPLAINT

Plaintiff Peggy Olson, through her undersigned legal counsel, brings this suit against Sterling Cooper, LLC, averring as follows:

Parties

1. Plaintiff Peggy Olson is an individual residing in the State of Hudson.
2. On information and belief, Defendant Sterling Cooper, LLC is a limited liability company organized under the laws of Hudson and having its principal place of business in that state.

Statement of the Facts

3. Plaintiff entered into a contract of employment with Defendant on January 1, 2015.
4. Plaintiff's contract provides that she is to be employed by Defendant for a term of three years, commencing on January 1, 2015 and terminating on December 31, 2017. The contract further provides that it may be extended, on a year-to-year basis, upon mutual agreement of the parties.
5. Plaintiff's contract provides that, during the stated term of employment, Defendant may not discharge Plaintiff without good cause.
6. On July 30, 2017, Don Draper, a managing director of Defendant Sterling Cooper and Plaintiff's immediate supervisor, called Plaintiff into his office.

Draper told Plaintiff, “Peggy, you're fired” and handed her a letter stating that her employment was terminated effective immediately. The letter did not identify a reason for Plaintiff’s discharge.

7. Before leaving Draper’s office, Plaintiff asked Draper why she was being discharged. Draper told Plaintiff, “I don’t have to give you a reason.” When Plaintiff pressed further, Draper then told her, “I’m not satisfied with your performance.” Draper then ordered Plaintiff to “leave my office, pack your things, and get out of here.”

8. Prior to her conversation with Draper on July 30, 2017, Plaintiff had received only favorable employment reviews, and had received no complaints about her work performance. To the contrary, Plaintiff received a substantial merit-based bonus in December 2016, based on her performance for the previous calendar year. In February 2017, Roger Sterling, another Sterling Cooper director, told Peggy, “I’ve got my eye on you, and I think you really have a bright future at this place.”

Count I:

Breach of Contract

9. Plaintiff incorporates the preceding allegations and averments as if fully set forth herein.

10. A legally valid and binding contract exists between Plaintiff and Defendant governing the terms and conditions of Plaintiff’s employment.

11. By firing Plaintiff without good cause, Defendant has breached the contract.

12. As a direct, proximate, & foreseeable cause of Defendant’s breach, Plaintiff has suffered financial damages and severe emotional distress, arising from her discharge from employment.

WHEREFORE, Plaintiff Peggy Olson asks that the Court enter judgment in her favor and against Defendant Sterling Cooper, LLC, and Plaintiff further asks that the Court grant the following relief:

- 1) \$125,000 in compensatory damages (including consequential and incidental damages) for breach of contract;
- 2) \$250,000 in compensatory damages for emotional distress;
- 3) \$500,000 in punitive damages;
- 4) Attorneys' fees and costs of suit; and
- 5) Such other relief as the Court may deem just, necessary, and proper.

Dated:
November 1, 2017

Respectfully submitted,
FLYWHEEL, SHYSTER & FLYWHEEL, LLP

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