

FILED

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

2012 NOV 21 P 2: 26

Lewis Merletti  
2444 Richmond Road  
Beachwood, Ohio 44122  
Plaintiff,

vs.

E-Merging Technologies Group, Inc.  
22021 Brookpark Road  
Cleveland, Ohio 44126

And

Jeremy A. Samide  
2576 Downing Street  
Westlake, Ohio 44145

And

Ann Katigbak  
28505 Osborn Road  
Bay Village, Ohio 44140

Defendants.

) CASE NO.:

) JUDGE:

GERALD E. FUERST  
CLERK OF COURTS  
CUYAHOGA COUNTY

Complaint

RICHARD J MCMONAGL  
CV 12 796025

) **COMPLAINT FOR DECLARATORY  
RELIEF, SPECIFIC PERFORMANCE,  
EQUITABLE AND LEGAL RELIEF**  
) *(Jury Demand Endorsed Hereon)*

) **ASSIGN TO THE COMMERCIAL**  
) **DOCKET**

Now comes Plaintiff, Lewis Merletti ("Plaintiff"), by and through counsel, and for his  
Complaint against Defendants, states as follows:

**PARTIES**

1. Plaintiff, at all times relevant herein, is a citizen of the County of Cuyahoga, State  
of Ohio. Further, at all times relevant herein, Plaintiff was a shareholder of E-Merging  
Technologies Group, Inc. ("ETG Group") and a member of the Board of Trustees, most recently

serving as the Chairman of the Board. Plaintiff owns 10 shares of the 63 shares outstanding in the ETG Group.

2. Defendant, E-Merging Technologies Group, Inc. is an Ohio corporation organized under Ohio Revised Code Chapter 1701. Defendant E-Merging Technologies Group, Inc. is a close corporation with its principal place of business in the City of Cleveland, County of Cuyahoga and State of Ohio.

3. Defendant Jeremy A. Samide ("Samide") is the Chief Executive Officer of Defendant ETG Group as well as a shareholder of ETG Group. Defendant Samide owns 20 shares of the 63 shares presently outstanding.

4. Defendant Ann Katigbak ("Katigbak") is the Secretary of Defendant ETG Group as well as a shareholder of ETG Group. Defendant Katigbak owns 20 shares of the 63 shares presently outstanding.

5. Collectively, Defendant Samide and Defendant Katigbak possess a majority of the outstanding shares of ETG Group.

#### **JURISDICTION AND VENUE**

6. This Court has Jurisdiction over this matter as the claims herein arise under the laws of the State of Ohio and occurred principally within the State of Ohio and County of Cuyahoga. Venue is proper pursuant to Civil Rule 3(B)(1) as the Defendants reside within Cuyahoga County.

## SUMMARY OF RELEVANT FACTS

### *A. Merletti Becomes A Shareholder of EMG Group*

7. Effective January 1, 2001, a Shareholder Agreement was executed by the original shareholders of ETG Group, Don L. Heestand, Anne E. Katigbak, Jeremy A. Samide and Brian T. McCune. (See attached Exhibit A).

8. The Shareholder Agreement provided that ETG Group was intended to be a close corporation, organized under Chapter 1701 of the Ohio Revised Code.

9. At the time of the original execution of the Shareholder Agreement, Don Heestand possessed 85 shares of Series A stock. The remaining shareholders, including Defendant Samide and Defendant Katigbak, each had 5 shares of Series A stock.

10. Plaintiff was not a shareholder at the time of the original execution of the Shareholder Agreement.

11. In 2007 Plaintiff was approached by Don L. Heestand to serve on an Advisory Board to the Company and ultimately to serve as a member of the Board of Directors based upon his previous experience as the Director of the Secret Service, service which included protection details for the former Presidents Reagan, Bush and Clinton, and his position as the Head of Security for the Cleveland Browns,.

12. To induce Plaintiff to join the Board of Directors of ETG Group, Mr. Heestand offered Plaintiff 10 shares of stock in the Company.

13. Plaintiff became a member of the Board of Directors on or about August 7, 2007 and was granted 10 shares of stock in the company. At no time has the Plaintiff been an employee of the ETG Group.

14. At the time Plaintiff became a shareholder, the Shareholder agreement provided no right by the company to re-purchase the stock of a member of the Board of Directors, who was not also an employee of the company, in the event that the Shareholder ceased serving on the Board of Directors.

15. Specifically, at the time that Plaintiff became a shareholder, the Shareholder Agreement provided in pertinent part:

**4.1 Sale and Purchase of Shares.** In the event of the death or disability of a Shareholder or the termination of employment of a Shareholder with Company (or any of its subsidiaries or affiliates) the Shares of the Company then owned by such Shareholder and any Permitted transferee of such Shareholder (collectively "Departing Shareholder") shall be disposed of pursuant to the terms of this Section 4.

16. Section 4 of the Shareholder Agreement provides for an option to purchase the shares of a Shareholder whose "employment" has been terminated provided that notice of is given to the terminated employee/shareholder within ninety (90) days of the date of termination. If such notice is given, then the departing employee/shareholder shall sell all of his shares "upon the terms and conditions set forth in Section 4.

17. Section 4.4 (A)(i) of the Shareholder Agreement provides that in the event that in the event that an employee terminates their employment "voluntarily" or is terminated by the Company "for cause", the purchase price shall be the "Book Value" of such Shares as of the end of the period in which the employee/shareholders employment terminated.

18. Section 4.4A(iv) of the Shareholder Agreement provides in pertinent part:

In the event of the termination of a Shareholder's employment by Company without Cause and other than as a result of the death or Disability of such Shareholder, the purchase price for the Departing Shareholder's shares shall be the higher of: (i) the Book Value of such shares at the end of the period in which his or her employment terminate, or, at Company's option, at the end of the period which is six (6) months after the end of the period in which his or her employment terminated; or (ii) the price determined pursuant to subsection 4.4B through D. below; multiplied by a fraction, the numerator

of which is the Book Value of such Shares at the end of the period which is six (6) months after the end of the period in which such Shareholder's employment terminated, and the denominator of which is the Book Value of such Shares at the end of the period in which his or her employment terminated.

19. Section 4.4B and C states that the purchase price for the Shares under section 4.4A(iv)(ii) above shall be the Stated Value, defined as the Value set forth in the Certificate of Value attached as Exhibit A, or in any subsequent Certificate of Value. The Certificate of Value was intended to be re-evaluated annually.

20. The original Certificate of Value was never executed. No annual Stated Value of shares was issued.

21. In the event that more than twelve (12) months had passed since the company last issued a Certificate of Value, then Section 4.4D provides that the Stated Value shall be the Fair Market Value, defined to "the price which a willing buyer would pay to a willing seller for all of such Shares of Company, neither being under any compulsion to buy or sell, and both possessing a reasonable knowledge of the facts.

22. Section 4.4D(i) provides the method of calculation of Fair Market Value as follows:

Within thirty (30) days of the date of the date of the Option Notice or date the Representative is appointed, Company shall advise Departing Shareholder of its suggested Fair Market Value of Company's Shares ("Company's Suggested Fair Market Value"). If Departing Shareholder or Representative accepts Company's suggested Fair Market Value, or Company and Departing Shareholder agree as to the Fair Market Value, such suggested or agreed to Fair Market Value shall be deemed the Fair Market Value of Company's Shares;

23. If the parties cannot agree, Section 4.4D provides a method by which the Company and departing shareholder may have the company appraised to determine the fair market value.

**HEESTAND PASSES AWAY AND COMPANY MANAGEMENT AND SHARES ARE  
MODIFIED**

24. Unfortunately, after Plaintiff joined the board, Don Heestand became ill and passed away on June 20, 2008.

25. As the Chairman of the Board and the Chief Executive Officer of the Company his untimely death left a tremendous vacuum in the leadership of ETG Group.

26. Following Mr. Heestand's untimely demise, Plaintiff became the Chairman of the Board Directors of the ETG Group.

27. At the same time, Jeremy Samide was promoted to Chief Executive Officer of the Company.

28. Additionally, Mr. Heestand's shares of stock were redistributed. Some shares reverted back to ETG Group and others were given to Defendant Samide, Defendant Katigbak and other employees and/or members of the Board of Directors of the company.

29. As a result of the redistribution of stock, Defendant Samide and Defendant Katigbak then possessed a majority of the outstanding shares of stock of the company.

**SHAREHOLDERS EXECUTE FIRST AMENDMENT TO SHAREHOLDER  
AGREEMENT**

30. Due to the fact that several shareholders of the corporation were members of the board of directors but not employees of the corporation, the shareholders of the corporation executed a "First Amendment to Shareholders' Agreement". (See Attached Exhibit B)

31. Under the terms of the amendment, Section 4 of the Shareholder Agreement was amended to treat members of the Board of Directors as employees for the purpose of granting certain rights to the company to purchase a director's shares upon the severing of the relationship with the company.

32. Accordingly, under the terms of the Amendment if a member of the Board of Directors ceases to serve as member of the Board of Directors, the provisions of Section 4 of the Shareholder Agreement would apply to the valuation of the shares of the departing Director/Shareholder.

33. Beginning in summer 2012, Plaintiff began to have concerns regarding the management of the business by Defendant Samide and Katigbak.

34. In particular, several shareholders had been terminated by Mr. Samide and it appeared that Mr. Samide had manipulated the financial performance of the company to undervalue their shares for purposes of calculating the book value.

35. In August, 2012 Plaintiff learned that Defendant Samide had initiated litigation against a former employee and shareholder of ETG Group without advising or receiving the approval of the Board or seeking input from ETG Group's legal counsel. Indeed, when confronted about the issue, Defendant Samide lied to Plaintiff and advised him that he had discussed filing the lawsuit against this former employee with other members of the Board and corporate counsel.

36. On August 17, 2012 a meeting of the Board of Directors was held.

37. During the course of the meeting, the Board questioned Defendant Samide about the litigation that he had unilaterally initiated against former employee/shareholder Tom Kasza ("Kasza litigation"). Defendant Samide was asked if ETG Group's corporate counsel, Todd Baumgartner, had been involved and Defendant Samide confirmed that he had.

38. During that same Board meeting, the Chief Financial Officer, Michael Knight, was questioned regarding an increase in General Administration expenses of over \$1,000,000.

The Chief Financial Officer offered no legitimate explanation. This additional expense had the effect of decreasing the book value of the company.

39. The Board asked for monthly financials reflecting budget compared to actual financial results.

40. The Chief Financial Officer was dismissed from the meeting and discussion ensued amongst the Board members about the lack of confidence certain members of the Board had in the Chief Financial Officer.

41. A vote was called whether to terminate the CFO, Michael Knight and the vote passed 3-2, with one member (Jackie Huron) abstaining and Defendants Samide and Katigbak voting against his termination.

42. After the meeting of the Board of Directors, Plaintiff spoke with corporate counsel to confirm the accuracy of the information related by Defendant Samide regarding the *Kasza* litigation at the Board of Directors meeting.

43. Plaintiff learned that Defendant Samide had misrepresented the nature and extent to which he had vetted the decision to initiate the *Kasza* litigation.

44. On August 24, 2012 Plaintiff notified Defendant Samide by e-mail that he was calling for a full financial audit of the company.

45. Plaintiff issued a Notice of a Special Meeting of the Board of Directors ("Notice") on August 24, 2012. The Notice, scheduled the meeting for August 29, 2012 at 10:00 am. The purpose of the special meeting was to discuss and vote on whether the company should conduct a full financial audit.

46. On August 29, 2012 the Board of Directors met and voted in favor of conducting a financial audit of the company.



47. Additionally, due to potential conflicts of interest, corporate counsel rescued himself from overseeing any of the issues surrounding the financial audit. Accordingly, the Board voted to authorize Plaintiff to retain new counsel to assist in selecting and overseeing an auditor to conduct the financial audit.

48. After issuing the Notice, Plaintiff discovered that Defendants Samide and Katigbak had paid themselves significant, unauthorized compensation in 2011 and likely in prior years.

49. Upon learning of the significant compensation ETG Group paid to Defendants Samide and Katigbak, Plaintiff began to investigate the specific terms under which Defendants Samide and Katigbak were employed.

50. This investigation revealed that Defendants Samide and Katigbak had purportedly executed Employment Agreements with ETG Group.

51. Defendant Samide executed an employment agreement on June 16, 2009 which provided that he would report directly to the Board. The Samide Employment Agreement was executed by Defendant Katigbak on behalf of ETG Group, without the knowledge or authorization of the Board. (See attached Exhibit C).

52. Defendant Katigbak executed an employment agreement on June 17, 2009 which provided that she likewise reported directly to the Board as the Executive Vice President. The Katigbak Employment Agreement was executed by Defendant Samide on behalf of ETG Group without the knowledge or authorization of the Board. (See attached Exhibit D)

53. The employment agreements executed by Mr. Samide and Ms. Katigbak provided benefits to Mr. Samide and Ms. Katigbak that were detrimental to the company including very

significant, onerous obligations for the valuation of Defendants Samide and Katigbak shares upon their separation of employment.

54. Neither agreement was ever provided to the Board of Directors, and until August 28, 2012, Plaintiff was unaware that any such agreement existed

55. The agreement, though unauthorized by the Board of Directors, provided that Defendant Samide would be compensated in an amount equal to Two Hundred and Twenty Five Thousand Dollars (\$225,000.00)

56. The agreement, though unauthorized by the Board of Directors, provided that Defendant Katigbak would be compensated in an amount equal to One Hundred and Eighty Thousand Dollars (\$180,000.00).

57. The self serving agreements provided that both Defendant Samide were entitled to 5% increases in compensation each year and that the compensation could not be decreased unless the employee consented in writing to the reduction.

58. The agreement did not provide for any bonus or enhanced compensation, though Defendant Samide and Defendant Katigbak did agree to provide significant fringe benefits which were likewise not approved by the Board of Directors.

59. On August 29, 2012, the Board of Directors voted to authorize the Plaintiff as Chairman of the Board to "retain a law firm to provide ETG Group legal counsel during the audit process." The Board voted to conduct a forensic audit of fiscal year 2010, 2011 and year to date 2012.

60. On August 30, 2012 Plaintiff spoke with Defendant Katigbak who explained that the financials in the company are kept in Quickbooks and it should not take long to print them up for the Plaintiff.

61. Shortly thereafter, Defendant Katigbak e-mailed Plaintiff and stated that she was “not comfortable giving financials out without knowing who they are for and why.” She advised Plaintiff, the Chairman of the Board, that any request for the financial information of the company would have to go through Defendant Samide.

62. Plaintiff advised Defendant Katigbak that she was required to provide the information to him both as a shareholder and as a result of the Board of Directors vote on August 29, 2012 to conduct an audit. Separately, as the Chairman of the Board, the Plaintiff likewise had a right to receive this financial information.

63. Plaintiff then spoke to corporate counsel for ETG Group regarding his right to review financial information and was advised that he had a right as a shareholder of the company. He communicated this information and his communication with counsel to Ms. Katigbak by e-mail on August 30, 2012.

64. On August 31, 2012 Defendant Samide responded to Plaintiff and characterized his effort to review the financials of the company as “hostile” and “extremely disruptive.” He accused Plaintiff of attempting to take control of the Company.

65. With respect to the financial information, Defendant Samide indicated he would provide copies of the December 31 financial statements, however he failed to address the specific financial information requested and/or necessary for the financial audit.

66. On August 31, 2012 Plaintiff and Defendant Samide exchanged e-mails regarding the obligation to produce financial information.

67. On August 31, 2012, Defendant Samide indicated that he would provide the information in “due course.”

68. However, rather than produce the requested financial information, Defendant Samide issued a "Notice of a Special Shareholder meeting on August 31, 2012. The stated purpose of this Shareholder meeting was to reduce the number of members of the Board of Directors of ETG Group to 3 and thereafter to elect the new board of 3 members.

69. Defendant Samide e-mailed the Notice to Plaintiff on September 4, 2012 because Plaintiff had not yet retrieved the certified letter enclosing the notice.

70. Upon receiving the Notice, Plaintiff spoke with another Board member Charlie Painter. He was advised that the purpose of the Special Shareholder meeting was to reduce the size of the Board, thereby terminating Plaintiff's involvement with the Board of Directors.

71. On September 5, 2012, with full knowledge that Defendant Samide intended to terminate him from the Board of Directors to prevent him conducting a forensic audit of the company, Plaintiff tendered his resignation in lieu of being terminated. In his resignation letter, Plaintiff cited as a basis of his resignation (1) the misrepresentations by Defendant Samide at the August 17, 2012 Board of Directors meeting and, (2) the effort of Defendant Samide to "replace the current Board... can only be viewed as an attempt to circumvent the unanimous decision of the Board of Directors...to undertake a comprehensive accounting audit and to further delay a response to the Board's request for financial information."

72. Plaintiff stated that he could not condone the questionable business practices nor could he countenance the conduct of Defendant Samide.

73. Plaintiff's termination from the Board amounts to a constructive discharge from the Board without cause.

74. Following the Plaintiff's termination from the Board, ETG Group, by and through counsel, sent an Option Notice to the Plaintiff indicating that they wish to purchase his 10 shares

of stock. The stated purchase price in the Option Notice was the book value pursuant to Section 4.4A rather than the formula provided for under Section 4.4A(iv) and 4.4B through 4.4C.

75. On September 24, 2012 Plaintiff's counsel notified ETG Group that Plaintiff believed he was constructively discharged without cause and therefore the purchase price should be premised upon "fair market value" rather than book value. Plaintiff's counsel further reiterated the request for the production of the financial information that Defendants had said would be produced in "due course."

76. Counsel for Defendant responded on September 28, 2012 and indicated that they would provide the financial information provided that Plaintiff executed a confidentiality agreement that would essentially prohibit Plaintiff from disclosing to anyone what the financial information revealed and would further permit the use of the information for any purpose, including litigation against ETG Group or Defendants Samide and Katigbak, if any malfeasance were found.

77. To date, Defendants have still failed to provide any financial information regarding the company as requested by the Plaintiff and the Board of Directors.

78. On October 17, 2012, Defendant Katigbak forward a letter to Plaintiff indicating that the Book Value of the Company is a negative \$96,391. Accordingly, Plaintiff would not be paid for his shares.

**COUNT I**  
**(Declaratory Judgment)**

79. Plaintiff incorporates the allegations set forth in paragraph 1 through 78 as if fully rewritten herein.

80. Plaintiff is a party to the Shareholder Agreement as well as the First Amendment to the Shareholder Agreement. (Exhibit A and B respectively)

81. Under the terms of the Shareholder Agreement, as amended by the First Amendment to the Shareholder Agreement, a ETG Group may elect to purchase the shares of a departing shareholder at its option.

82. ETG Group has elected to purchase the shares owned by Plaintiff and has issued an Option Notice pursuant to the terms of the Shareholder Agreement, as amended by the First Amendment to the Shareholder Agreement.

83. ETG Group asserts that the purchase price for the share is 'book value' as that term is defined under Section 4.4 of the Shareholder Agreement.

84. However, where a Shareholder is terminated without cause, the value of the shares are to be determined in accordance with the terms of Section 4.4A(iv) and Sections 4.4B through 4.4D.

85. Plaintiff was constructively discharged by the actions and conduct of Defendants Samide and Katigbak and therefore the method for calculating the value of his shares is not "book value," but rather the method described in Section 4.4A(iv) and the provisions which follow.

86. Defendants have breached the Shareholder Agreement, as amended by the First Amendment to the Shareholder Agreement, by attributing book value to the value of Plaintiff's shares, a book value that Defendant Katigbak asserts is a negative value.

87. Pursuant to Ohio Revised Code §2721.04, Plaintiff is entitled to have this Court determine as a matter of law through declaratory judgment, the appropriate method for calculating the value of Plaintiff's shares.

**COUNT II**  
**(Specific Performance)**

88. Plaintiff incorporates the allegations set forth in paragraph 1 through 87 as if fully rewritten herein.

89. Upon termination of a Shareholder from the Board of Directors, without cause, ETG Group had the option to purchase the terminated Directors shares.

90. Plaintiff resigned his employment in lieu of being terminated from the Board and due to the corporate malfeasance that he believed Defendant Samide had engaged.

91. Plaintiff's resignation from the Board constitutes a constructive discharge from the Board without cause.

92. Under the terms of the Shareholder Agreement, as amended by the First Amendment to the Shareholder Agreement, if a Shareholder is terminated from the Board without cause, the value of the shares are the greater of the book value or either the "Stated Value" or, if no stated value, the Fair Market Value of the shares

93. Fair Market Value is defined as "the price which a willing buyer would pay to a willing seller for all of such Shares of Company, neither being under any compulsion to buy or sell, and both possessing a reasonable knowledge of the facts.

94. Defendant Katigbak states that the book value is less than \$0.00. Though this is likewise disputed as it appears that Defendants have manipulated the financial performance of the company to artificially reduce the book value of the company.

95. ETG Group has not re-stated the "Stated Value" of the shares within the last 12 months.

96. Accordingly, the value of Plaintiff's share should be based upon the Fair Market Value multiplied by the fraction identified in Section 4.4A(iv)(ii).

97. Plaintiff is entitled to specific performance enforcing the terms of the shareholder agreement and enjoining Defendants from failing to pay plaintiff the appropriate value of his shares.

**COUNT III**  
**(Production of Financial Information Pursuant to ORC. §1701.37)**

98. Plaintiff incorporates the allegations set forth in paragraph 1 through 97 as if fully rewritten herein.

99. Plaintiff has repeatedly requested production of detailed financial records, including but not limited to (1) a list of up to date accounts payable; (2) a list of up to date accounts receivable; (3) a list of all monthly recurring clients, and the amounts of monthly revenues associated with each; (4) a list of active clients; (5) detailed payroll for all of ETG, including W-2's for FY 2010, 2011 and 2012 to date, and salary and bonus information for ETG executives Jeremy Samide, Annie Katigbak, Charlie Painter and Jackie Huron.

100. As the Chairman of the Board Plaintiff was entitled to this information, as a shareholder, Defendants were obligated to maintain and produce corporate records pursuant Ohio Revised Code §1701.37.

101. To date Defendants have failed to produce any financial records requested by Plaintiff.



102. Pursuant to Ohio Revised Code §1701.37, Plaintiff is entitled to an injunction ordering Defendant to comply with their statutory duties and produce the requested corporate records.

**COUNT IV  
(Breach of Fiduciary Duty)**

103. Plaintiff incorporates the allegations set forth in paragraph 1 through 102 as if fully rewritten herein.

104. Defendants Jeremy Samide and Annie Katigbak, as majority shareholders, owe a heightened fiduciary duty to the ETG Group and the minority shareholders of the company including but not limited to the Plaintiff.

105. Upon information and belief, Defendant Samide and Defendant Katigbak have engaged in self-dealing to the detriment of the other minority shareholders including but not limited to executing self-serving employment agreements for each other without Board approval; compensating themselves excessively, both in excess of the aforementioned contract, and without Board approval to the detriment of the financial health of the company; and, manipulating the financial records of the company for the purpose of artificially increasing the expenses for the business to reduce the "book value" of the shares.

106. The conduct of Defendant Samide and Defendant Katigbak violates the fiduciary obligation which each owes to the minority shareholders of the company, including but not limited to the Plaintiff.

107. Plaintiff has suffered significant damage as a result of breach of fiduciary duty in an amount to be determined at trial.

**COUNT V**  
**(Fraud)**

108. Plaintiff incorporates the allegations set forth in paragraph 1 through 107 as if fully rewritten herein.

109. Upon information and belief, Defendants have fraudulently manipulated the financial records of ETG Group, including but not limited to artificially increasing the general and administrative expenses reflected on the financial statement of the company for the purpose of decreasing the apparent "book value" of ETG Group.

110. Upon information and belief the misrepresentations regarding the financial performance of ETG Group made by Defendants Samide and Defendants Katigbak were made with actual knowledge of their falsity; were intended to mislead the Board, Plaintiff and the company that provided the valuation; and, were made with actual malice.

111. Plaintiff has suffered actual damages as a direct and proximate result of the conduct of Defendants in an amount to be determined at trial.

WHEREFORE, having fully stated his claims against Defendants, Plaintiff hereby requests this Court grant the following relief:

1. Declare that Plaintiff has been constructively discharged without cause and is entitled to be paid the Fair Market Value of his shares of stock pursuant to the formula set forth in Section 4.4A(iv) of the Shareholder Agreement as amended.
2. Issue an order of specific performance, compelling Defendants to pay Plaintiff the value of his shares of stock pursuant to the formula set forth in Section 4.4A(iv) of the Shareholder Agreement as amended.

3. Issue an injunction compelling the Defendants to produce requested financial records pursuant to Ohio Revised Code §1701.37.
4. Award compensatory and punitive damages in an amount in excess of \$25,000 on counts IV and V of Plaintiff's complaint.
5. Award reasonable attorneys fees, costs, litigation expenses and any other damages or relief which the Court deems equitable and just.

Respectfully submitted,



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