



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY DISTRICT COURT
STATE OF OKLAHOMA FILED

JUN - 3 2016

CHERA KIMIKO ZOELLNER,)
)
Plaintiff,)
)
vs.)
)
DAVID STANLEY CHEVROLET, INC.,)
an Oklahoma Corporation,)
d/b/a DAVID STANLEY AUTOMOTIVE)
GROUP;)
DAVID STANLEY, an Individual; and)
ROB STANLEY, an Individual)
)
Defendants.)

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY
Case No.: CJ-2016-

CJ-2016-02087

Rebecca Brett Nightingale

ATTORNEY LIEN CLAIMED
JURY TRIAL DEMANDED

PETITION

COMES NOW the Plaintiff, Chera Kimiko Zoellner, by and through her attorneys of record, Richardson Richardson Boudreaux, PLLC, and for her Petition for relief against Defendant, David Stanley Chevrolet, Inc., (d/b/a David Stanley Automotive Group) alleges and state as follows:

JURISDICTION, VENUE & PARTIES

1. Plaintiff is, and was at all times relevant to this matter, a resident of Tulsa County, State of Oklahoma.
2. Defendant, David Stanley Chevrolet, Inc. d/b/a David Stanley Automotive Group (hereinafter, "DSAG") is an Oklahoma Corporation doing business in Tulsa County, State of Oklahoma.
3. Defendant, David Stanley, upon information and belief, is a resident of Oklahoma County, Oklahoma. Defendant, David Stanley has ownership interest and management power in DSAG.

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4. Defendant, Rob Stanley, upon information and belief, is a resident of Oklahoma County, Oklahoma. Defendant, Rob Stanly has ownership interest and management power in DSAG. Defendant, Rob Stanley, upon information and belief, is the primary manager of DSAG.

5. All events relevant to this action occurred in Tulsa County, State of Oklahoma.

6. Jurisdiction is proper in the State of Oklahoma District Court since the amount in controversy exceeds \$10,000.00 and the parties are all residents of the State of Oklahoma.

7. Venue is proper in the Tulsa County District Court pursuant to OKLA. STAT. TIT. 12 O.S. § 141 which sets venue “[i]n any county of Oklahoma where service of summons can be obtained upon one or more of the defendants” and/or “[i]n any county where the damages or a part thereof were sustained.”

STATEMENT OF OPERATIVE FACTS

8. Plaintiff incorporates paragraphs 1 through 7 as though stated below verbatim.

9. Plaintiff began negotiations concerning prospective employment with DSAG, by and through one of its agents, Billy Caperton.

10. DSAG, through Mr. Caperton (hereinafter, “Agent”), offered Plaintiff an opportunity to act as a multimedia specialist/spokesperson for DSAG. Plaintiff’s responsibilities were to include filming commercials, being present as an advertiser at local events, regularly posting video clips and social media posts to the Internet, and generally acting as “the face” of DSAG. Negotiations between Plaintiff and Agent began in November of 2015.

11. Plaintiff was to be compensated at a rate of \$8,000.00 per month and given access to a company vehicle in exchange for her services.

12. Plaintiff was previously employed as a news broadcaster by Griffin Communications (d/b/a as Channel 6 News).

13. Plaintiff has been employed in the media relations/broadcasting field for twenty-two (22) years and has a distinguished professional reputation in that regard.

14. Plaintiff was being compensated for her work as a broadcaster at Griffin Communications at a rate of approximately \$140,000.00 per year.

15. Plaintiff expressly discussed the necessity of terminating her current employment at Griffin Communications with Agent in order to accept the position with DSAG.

16. Defendants David and Rob Stanley were contemporaneously engaged in discussions with a competitor, Jim Glover Chevrolet (hereinafter, "Jim Glover"), concerning the sale of DSAG to Jim Glover. Defendants, upon information and belief, were engaged in sale negotiations as early as November of 2015.

17. Agent continuously relayed information concerning employment negotiations with Plaintiff to Defendant, Rob Stanley during times DSAG was engaged in sale negotiations with Jim Glover. Defendant, Rob Stanley had personal knowledge of both negotiations, as well as the foreseeable effects each negotiation would have on the other, at all relevant times.

18. Defendant, Rob Stanley, upon information and belief, kept Defendant David Stanley apprised of both negotiations. Defendant, David Stanley, therefore, had personal knowledge of both negotiations, as well as the foreseeable effects each negotiation would have on the other, at all relevant times.

19. Plaintiff advised Agent that she would resign from Griffin Communications on January 30, 2016, in order to begin employment with DSAG.

20. Agent advised Plaintiff that she would begin her employment in March of 2016 by filming commercials with Rob Stanley.

21. Agent informed Plaintiff on February 27, 2016 that he had become apprised of

rumors concerning the sale of DSAG to Jim Glover.

22. Agent informed Plaintiff on February 28, 2016 that Defendant, Rob Stanley had informed him that DSAG had been sold to Jim Glover and that negotiations had been taking place concerning the same since November of 2015.

23. Defendants, rather than disclosing the potential sale of DSAG to their agent and/or Plaintiff, intentionally and purposefully withheld that information.

24. Defendants' failure to disclose that material information resulted in Agent acting without knowledge of the potential sale and, thus, representing to Plaintiff that her period of expected employment would be substantial.

25. Plaintiff, acting in reliance on those representations that she reasonably believed to be true and correct, terminated her employment with Griffin Communications in anticipation of employment with DSAG.

26. Plaintiff has suffered financial detriment in excess of \$10,000.00 as a result of Defendants' intentional misrepresentations, breach of their agreement, and negligence.

27. Defendants have only made one payment of \$8,000.00 to Plaintiff; and refused to further honor their agreement. That one payment and subsequent refusal show both the existence of the Agreement and Defendants' breach thereof.

28. Agent was acting as an agent and representative of DSAG at all relevant times.

FIRST CLAIM FOR RELIEF: BREACH OF CONTRACT

29. Plaintiff incorporates paragraphs 1 through 28 as though stated below verbatim.

30. Plaintiff and Defendants formed a written contract for employment via a series of email/text message exchanges between Plaintiff and Agent.

31. Plaintiff, acting in reliance on the contract, terminated her employment with Griffin Communications.

32. Defendant DSAG has failed to pay the wages due to Plaintiff despite Plaintiff's demand for payment.

33. Pursuant to Oklahoma law, Defendants are liable to Plaintiff for unpaid wages, liquidated damages, attorneys' fees, and costs all in an amount in excess of \$10,000.00.

SECOND CLAIM FOR RELIEF: MISREPRESENTATION/FRAUD

34. Plaintiff incorporates paragraphs 1 through 33 as though stated below verbatim.

35. Defendants, by and through their agent(s), made material misrepresentations to Plaintiff concerning future employment, compensation, and benefits.

36. The material misrepresentations were made with knowledge of their falsity.

37. The material misrepresentations were intended to induce reliance and did induce such reliance to Plaintiff's detriment.

38. Plaintiff has been damaged in amount in excess of \$10,000.00 as a result of Defendants' material misrepresentations.

THIRD CLAIM FOR RELIEF: NEGLIGENCE

39. Plaintiff incorporates paragraphs 1 through 38 as though stated below verbatim.

41. Defendants' actions in continuing hiring negotiations with Plaintiff for a position as a media specialist/spokesperson whilst actively engaged in an attempt to sell the business to a competitor violates their duty to refrain from injuring Plaintiff and infringing upon her rights.

42. Defendants' contemporaneous knowledge of negotiations with Plaintiff for employment as a specialist and negotiations with Jim Glover for sale of the business made it entirely foreseeable that their actions and omissions would gravely injure Plaintiff.

43. Defendants' actions in simultaneously negotiating with Plaintiff and Jim Glover in a manner that recklessly prejudiced Plaintiff's rights have caused her to suffer financial and professional harm.

43. Plaintiff has been damaged in an amount in excess of \$10,000.00 as a result of Defendants' negligence.

PUNITIVE AND EXEMPLARY DAMAGES

44. Plaintiff hereby incorporates paragraphs 1 through 43 as though stated below verbatim.

45. The acts and omissions of Defendants, as set forth within the preceding paragraphs, demonstrate that Defendants engaged in conduct evincing a gross and reckless indifference to Plaintiff's rights.

46. As a direct result of Defendants' gross and reckless disregard for Plaintiff's rights, Plaintiff is entitled to exemplary and punitive damages in an amount to be

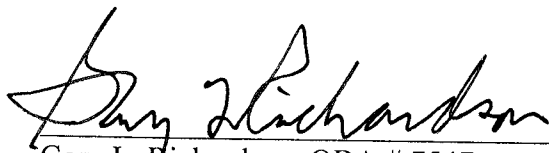
determined by a jury, commensurate with the financial resources available to Defendants and sufficient to deter others who are similarly situated from like behavior.

PRAYER

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendants and for an award of compensatory damages in an amount in excess of Ten Thousand Dollars (\$10,000.00), liquidated damages in excess of Ten Thousand Dollars (\$10,000.00), and exemplary damages against Defendants in an amount in excess of Ten Thousand Dollars (\$10,000.00) to deter such conduct in the future, and to apprise the public at large that society does not condone such actions. Plaintiff further requests that this Court grant Plaintiff any and all pre-judgment and post-judgment interest on any award of judgment at the current statutorily allowed rate until paid. Finally, Plaintiffs request that this Court grant them the expenses and attorney fees properly related to this action, along with all other relief this Court deems just and proper.

Respectfully submitted,

RICHARDSON RICHARDSON BOUDREAUX, PLLC



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