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Court of Common Pleas

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Confirmation Nbr. 1539320

JAMES BOYLAN

CV 18 906345

vs.

CAVALIERS HOLDINGS, LLC, ET AL

Judge: NANCY MARGARET RUSSO

Pages Filed: 11

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

JAMES BOYLAN,
23220 Chagrin Blvd, Apt 240
Beachwood, OH 44122,

Plaintiff,

vs.

CAVALIERS HOLDINGS, LLC,
c/o United Agent Group, Inc., Statutory
Agent
119 S. Court Street
Cincinnati, Ohio 45202,

**CAVALIERS OPERATING
COMPANYLLC,**
c/o United Agent Group, Inc., Statutory
Agent
119 S. Court Street
Cincinnati, Ohio 45202,

DANIEL GILBERT,
26875 Charles Ln.
Franklin, MI 48025-1302,

KOBY ALTMAN,
12 Colony Ln.
Bratenahl, OH 44108,

Defendants.

CASE NO.:

JUDGE

COMPLAINT

**Jury Demand Endorsed Hereon:
Plaintiff demands a trial by jury on
all issues triable of right by a jury,
pursuant to Ohio R. Civ. P. 38.**

INTRODUCTION

1. Plaintiff James Boylan (hereafter “Plaintiff” or “Coach Boylan”) brings this claim for age discrimination against Defendants under Ohio law.
2. Coach Boylan is a resident of Cuyahoga County, Ohio. Coach Boylan is a “person” and an “employee” as those terms are defined by Ohio Revised Code § 4112.01.

3. Defendant Cavaliers Holdings, LLC, is a Delaware corporation with a principal place of business in Cuyahoga County, Ohio. Cavaliers Holdings, LLC, is a “person” and an “employer” as those terms are defined by Ohio Revised Code § 4112.01.
4. Defendant Cavaliers Operating Company, LLC, is a Delaware corporation with a principal place of business in Cuyahoga County, Ohio. Cavaliers Operating Company, LLC, is a “person” and an “employer” as those terms are defined by Ohio Revised Code § 4112.01.
5. Defendant Cavaliers Holdings, LLC, is the owner and operator of the Cleveland Cavaliers, a member of the National Basketball Association (“NBA”).
6. Daniel Gilbert is a resident of Oakland County, Michigan. Mr. Gilbert is a “person” and an “employer” as those terms are defined by Ohio Revised Code § 4112.01. Mr. Gilbert is the Majority Owner of Defendants Cavaliers Holdings, LLC, and Cavaliers Operating Company, LLC.
7. Koby Altman is a resident of Cuyahoga County, Ohio. Mr. Altman is a “person” and an “employer” as those terms are defined by Ohio Revised Code § 4112.01. Mr. Altman is the General Manager of the Cleveland Cavaliers, and employed by Defendants Cavaliers Holdings, LLC, and Cavaliers Operating Company, LLC.
8. Individual and corporate Defendants, unless otherwise noted, will be referred to hereafter as “the Cavaliers.”
9. Defendants Cavaliers Holdings, LLC, and Cavaliers Operating Company, LLC, constitute a single joint-employer/integrated entity given, among other considerations: a. the interrelated nature of these entities in record keeping, bank and financial accounts, equipment, computer networks, corporate offices and structure; b. their common

management and supervision among these and related organizations as it pertains to supervisory authority, directors, officers, managers and day-to-day operations; c. centralized human resource, benefits, employee relations and legal functions; and d. common ownership and financial control.

10. Defendants Cavaliers Holdings, LLC and Cavaliers Operating Company, LLC, and Daniel Gilbert manage, participate in and exert control and/or meaningful direction over all operations, management, supervision and employees for the related corporate entities and affiliates relevant to this dispute, including with respect to the decision to non-renew, and terminate Coach Boylan's employment.
11. Coach Boylan was employed by Defendants as an Assistant Coach until the time of his termination in or around June 2018.
12. This Court has jurisdiction over Plaintiff's claims insofar as they arise under Ohio law.
13. Venue is proper in Cuyahoga County, Ohio, because Defendants conduct business in Cuyahoga County and the conduct and injuries giving rise to the claim below arose in Cuyahoga County.
14. In Ohio, individual supervisors and managers are liable for discrimination pursuant to R.C. 4112 of the Ohio Revised Code.

FACTUAL ALLEGATIONS

15. At all times relevant hereto, Coach Boylan was over the age of forty (40).
16. Coach Boylan was born in April 1955.
17. Coach Boylan has worked in basketball for his entire career.
18. Coach Boylan has been successful as a player and as a coach in basketball. At Marquette University, he was the starting point guard under Coach Al McQuire and helped

Marquette win the 1977 NCAA Men's Division I Basketball Tournament. Coach Boylan was drafted in the 4th round into the NBA. He has successfully served as a coach in a number of organizations throughout his career winning championships with European franchises and as a coach in the NBA. He served as Assistant Coach at Michigan State University and as Head Coach at the University of New Hampshire. In 2016, Coach Boylan was nominated for the Tex Winter Assistant Coach Lifetime Impact Award. He received votes for Assistant Coach of the Year in the NBA's General Manager Survey three of his six years with the Cleveland Cavaliers, including the two most recent seasons.

19. In 1992, Coach Boylan was hired by the Cleveland Cavaliers and served as Assistant Coach to Lenny Wilkens. He remained with the organization through head coaching changes and served as Assistant Coach to Head Coach Mike Fratello through 1997.
20. For the period 1997-2004, Coach Boylan served as an Assistant Coach in the NBA, including with the Vancouver Grizzlies, Phoenix Suns, and Atlanta Hawks.
21. From 2004-2007, Coach Boylan served as Lead Assistant Coach to Scott Skiles for the Chicago Bulls, and was eventually promoted to Interim Head Coach.
22. From 2008-2013, Coach Boylan served as Lead Assistant Coach of the Milwaukee Bucks, and was eventually promoted to Interim Head Coach.
23. On or about June 28, 2013, Coach Boylan was hired as Assistant Coach by the Cavaliers.
24. At the time Coach Boylan was hired, the Cavaliers Head Coach was Mike Brown and its General Manager was Chris Grant. Coach Boylan remained with the Cavaliers as a coach through multiple head coaching changes, including under Coach Blatt and then Coach Lue.

25. On or about July 1, 2015, Coach Boylan's employment contract was extended for an additional year.
26. On or about July 1, 2016, Coach Boylan's employment contract was extended for a second time, for two additional years.
27. At the time Coach Boylan's contract was extended in 2016 the General Manager for the Cavaliers was David Griffin.
28. Under the terms of his employment, Coach Boylan was to report directly to the Cavaliers's Head Coach and to its General Manager.
29. In each of the last four years of Coach Boylan's employment, the Cavaliers led by LeBron James advanced to the NBA finals.
30. At all times relevant hereto, Coach Boylan was qualified for the position in which he was employed.
31. At all times relevant hereto, Coach Boylan successfully performed the duties and responsibilities of his position.
32. In or around July 2017, Defendant Koby Altman was promoted to the position of General Manager.
33. On or about June 17, 2018, then Cavaliers Head Coach Tyronn Lue left Coach Boylan a voicemail, informing him his employment would end, in which Coach Lue said: "Jimbo, what's up, yo? This is T Lue. I had a talk with Koby yesterday. He does not want to pick up your option. He said it's way too much money. They're not gonna pay that kind of money for three assistants on the bench. He wants to go younger in that position and, you know, find somebody who's a grinder and younger in that position. And he said he does not want to pick the option up for I guess it's 500 or – I'm not sure. He said five

something. And he just said it's too much money, he said, so we'll be paying Longabardi and LD. So he just said he wanted to go younger at that position and he does not want to pick up the option."

"But give me a call back if you get a chance. If you don't, I just want to thank you for everything and for everything you've given to me, stuff I've learned from you, helped me through all the situations, the health situations, and just being a young coach, man. You know, I hate to see this shit end like this, but I mean, I mean you try to (inaudible) to do this. Unbelievable, man. And so, you know, I just wanted to let you know that."

"So I'll try to give you a call, but that's kind of what Koby's thinking is, and that's kind of where Dan was at. And so I just wanted to, you know, give you a call, you know, to tell you that. I'm out of town right now to come and look at some places for myself for the center, but I'll be back in town I think Friday or Saturday. So I wanted to let you know, man. I just want to say thank you; I love you, brother. And, yeah, honestly, if you need anything from me, you know, I'll be right there to ask, I'll be there to help you, man. So thank you." (the voicemail is hereafter referred to as the "Lue Voicemail").

34. The "Dan" referred to by Coach Lue in his voicemail is Cavaliers Owner, individual defendant Daniel Gilbert.
35. The Koby referred to by Coach Lue in his voicemail is the General Manager for the Cavaliers, individual defendant Koby Altman.
36. After receiving the Lue Voicemail, Coach Boylan had a conversation with individual Defendant Koby Altman. During the conversation, Defendant Altman informed Coach Boylan that he had discussed the decision with Coach Lue, that the organization, he and Dan Gilbert wanted a "younger" coach in the position and that the separation had nothing

to do with Coach Boylan's work or job performance. Defendant Altman informed Coach Boylan that he was not being renewed as a Coach because Defendants preferred to have "younger" coaches than Coach Boylan.

37. Defendant Koby Altman participated in the decision to end Coach Boylan's employment.
38. Defendant Daniel Gilbert participated in the decision to end Coach Boylan's employment.
39. Defendants have a pattern and practice of age discrimination across Defendant Gilbert's corporate organizations in which he owns equity and controlling interest, and in his affiliated enterprises, including the Cavaliers and corporate Defendants. Defendants discriminate against employees and candidates for employment on the basis of age with respect to hiring, renewal, termination, pay, raises, benefits, and in the terms and conditions of employment. Defendants discriminatorily favor younger less qualified candidates and employees over substantially older employees.
40. On or about June 2018, Defendants separated Coach Boylan from his employment.
41. On or about June 2018, Defendants hired, retained or promoted Terry Nooner, age 40, for the position of Assistant Coach.
42. On or about June 2018, Defendants hired, retained or promoted Mike Gerrity, age 32, to the position of Assistant Coach.
43. On or about June 2018, Defendants hired, retained or promoted Dan Geriot, age 29, to the position of Assistant Coach.
44. On or about June 2018, Defendants hired, retained or promoted Damon Jones, age 42, to the position of Assistant Coach.

45. On or about June 2018, Assistant Coaches Michael Longabardi, age 45, and James Posey, age 41, were hired, retained, or promoted in their positions.
46. On or about the summer of 2018, in addition to the hirings, promotions and retentions described above, upon information and belief, Defendants hired, sought to hire, promoted or retained other substantially younger employees into positions with related coaching duties and responsibilities.
47. At the time of the decisions at issue, the Defendants were aware and knew that age discrimination in employment was illegal.
48. On July 1, 2018, through his representatives, LeBron James informed the Defendants that he would not be returning to play for the Cavaliers.
49. Coach Boylan was not terminated for any reasons related to his actual performance.
50. Coach Boylan was not terminated from his employment for just cause under the terms of his employment agreement.
51. Coach Boylan was not terminated for any reasons related to non-compliance with Defendants' policies or procedures.
52. Defendants hired, retained, transferred and promoted substantially younger individuals into Plaintiff's position (including assigning substantially younger individuals Plaintiff's duties and responsibilities) and into open positions for which Coach Boylan was qualified and which were available.
53. On September 5, 2018, Coach Boylan through his representatives contacted Defendant corporations through Len Komoroski, their Chief Executive Officer, by mail.
54. In or around September 2018, Defendants, being aware of the previous related conversations with Coach Lue, again became aware of the Lue Voicemail in which,

among other things, Coach Lue per their instructions had confirmed that Defendants Gilbert and Altman “wanted to go younger at that position” and were ending Coach Boylan’s employment.

FIRST CAUSE OF ACTION
(Age Discrimination in Violation of Ohio Revised Code § 4112)

55. Plaintiff incorporates by reference the allegations from the preceding paragraphs as if fully re-alleged herein.
56. Defendants unlawfully discriminated against Coach Boylan because of his age with respect to the terms and conditions of his employment by discriminatorily refusing to employ, hire, extend or renew his employment, by refusing to transfer or retain him into other positions for which he was qualified, by denying him equal privileges and opportunities of employment, and by terminating his employment in violation of Ohio Revised Code §§ 4112.02 and 4112.99.
57. As a direct and proximate result of Defendants’ unlawful conduct, Coach Boylan suffered and will continue to suffer economic and non-economic damages, including, but not limited to, back pay, front pay, past and future economic losses, pain and suffering, and the loss of salary, benefits and other privileges and conditions of employment.
58. Defendants’ discriminatory actions against Coach Boylan in violation of Ohio Revised Code § 4112.02 were willful, reckless, and/or malicious, done in conscious disregard of Coach Boylan’s rights and render Defendants liable for past and future economic and non-economic compensatory and punitive damages pursuant to Ohio Revised Code § 4112.99, as well as attorneys’ fees, costs, expert fees, and any equitable relief that this Court deems appropriate.

SECOND CAUSE OF ACTION
(Aiding and Abetting Discrimination)

59. Plaintiff incorporates by reference the allegations from the preceding paragraphs as if fully re-alleged herein.
60. Defendants aided and abetted each other in discriminating against Coach Boylan in violation of O.R.C. § 4112.02(J) because of his age.
61. As a direct and proximate result of Defendants' aiding and abetting discrimination in violation of O.R.C. § 4112.02(J), Coach Boylan suffered and will continue to suffer economic and non-economic damages, including, but not limited to, back pay, front pay, past and future economic losses, pain and suffering, and the loss of salary, benefits and other privileges and conditions of employment.
62. Defendants' discriminatory actions against Coach Boylan in violation of O.R.C. §§ 4112.02(J) and 4112.99 were willful, reckless, and/or malicious, done in conscious disregard of Coach Boylan's rights and render Defendants liable for past and future economic and non-economic compensatory and punitive damages pursuant to Ohio Revised Code § 4112.99, as well as attorneys' fees, costs, expert fees, and any equitable relief that this Court deems appropriate.

PRAYER FOR RELIEF

Plaintiff James Boylan seeks an amount in excess of \$25,000 to fully, fairly and justly compensate him for injury, damage and loss, and respectfully prays that this Court enter judgment in his favor and award him past and future economic and non-economic compensatory damages, fringe benefits, consequential damages, special damages, incidental damages, punitive damages, liquidated damages, interest, attorneys' fees, expert fees, all fees and costs, and any additional equitable relief that the Court deems appropriate.

Respectfully submitted,

/s/Christopher P. Thorman

CHRISTOPHER P. THORMAN (0056013)

cthorman@tpgfirm.com

DANIEL P. PETROV (0074151)

dpetrov@tpgfirm.com

Thorman Petrov Group Co., L.P.A.

50 E. Washington Street

Cleveland, Ohio 44022

P: 216-621-3500

F: 216-621-3422

Attorneys for Plaintiff James Boylan