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PATRICIA A. NOLAND
CLERK, SUPERIOR COURT

2009 NOV 16 PM 8:58

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ARIZONA SUPERIOR COURT

IN AND FOR PIMA COUNTY

10 ALICE FLICK,

11 Plaintiff,

12 vs.

13 CITIZEN PUBLISHING CO., an Arizona
14 corporation; GANNETT CO. INC., a foreign
15 corporation licensed to do business in Arizona;
16 GANNETT FLAGSTAFF BROADCASTING,
17 INC., an Arizona corporation; XYZ
18 COMPANIES and ABC CORPORATIONS,

19 Defendants.

Case No.:

C20098916

COMPLAINT

(Breach of Contract/Wage claims)

Assigned to:

CARMINE CORNELIO

20 COMES NOW, the Plaintiff, ALICE FLICK, by and through counsel undersigned, and
21 for this Complaint against these Defendants alleges as follows:

22 I.

23 The Plaintiff is a resident of Pima County, Arizona; the Defendants CITIZEN
24 PUBLISHING CO., an Arizona corporation; GANNETT CO. INC., a foreign corporation
25 licensed to do business in Arizona; GANNETT FLAGSTAFF BROADCASTING, INC., an
Arizona corporation are licensed to operate or conduct business in the State, and do primarily
conduct their business in Pima County, Arizona. The Defendants are in the business of
producing or supporting a newspaper known as The Tucson Citizen, whose primary circulation is
Pima County, Arizona. The Plaintiff is a former employer (newspaper reporter) for the

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1 Defendants, and all facts relevant to this law suit occurred in Pima County, Arizona. She worked
2 for The Citizen for 15 years.

3 II.

4 On or about January 15, 2009, the agents/employees of the Tucson Citizen newspaper,
5 which is owned all or in part by the Defendants, promised wages to all Citizen employees.
6 During a series of meetings, the agents of the Defendants assured the employees, of which the
7 Plaintiff was one at the time, that if they remained employed with The Citizen newspaper
8 through March 21, 2009, they would receive severance packages equal to one week of pay for
9 each year of service with the company (defendant Gannett). The same information was provided
10 to The Citizen employees in a subsequent letter, dated January 23, 2009. On March 20, 2009,
11 The Citizen sent out yet a third letter, this one announcing the possible sale of the paper.

12 III.

13 The Plaintiff worked for The Citizen until April 27, 2009, at which point she was fired.
14 At no point did The Citizen revise or repeal its promise that it would pay employees who
15 remained at the newspaper until March 21, 2009 their severance. At no time, prior to the March
16 21, 2009 date did The Citizen sell or change management. Plaintiff remained at the newspaper
17 until well after the deadline promised by the newspaper as the time required for severance
18 payment.

19 IV.

20 This Court has jurisdiction in that all parties are residents or conduct or did conduct
21 business at the time in Pima County, State of Arizona. The amount of damages requested meets
22 the jurisdictional requirements of this Court.

23 COUNT ONE -- Detrimental reliance
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V.

The Plaintiff relied on the written promises of the Defendants in that if she continued to work for them for a period of time, she would be paid the severance amount. Plaintiff determined to forgo other employment opportunities and career opportunities and continued to work for The Citizen throughout the months of January, February and March of 2009. She relied to her detriment on the promises made by the Defendants that if she performed her work and remained at her post, she would be rewarded financially. The only condition mentioned in the letters sent to the Plaintiff that might have precluded her from being paid the severance was if the newspaper sold by March 21, 2009. That did not occur.

VI.

Because the Plaintiff relied to her detriment on the promises of the Defendants, and because those Defendants failed to complete those promises, she was injured financially.

COUNT TWO – Breach of Contract

VII.

The Plaintiff incorporates all previous paragraphs as if fully restated herein.

VIII.

The Defendants created a contract for wages with the Plaintiff. The Defendants made written promises in their letters to their employees. Those promises were for wages. Arizona law provides that severance pay can be counted as wages if a promise is made and the employee has a reasonable expectation of payment. In this matter, the Plaintiff completed all the terms of employment required of her by the employer in order to obtain the severance pay. At no time did the employer change those terms in writing or otherwise such that the Plaintiff had any expectation other than that if she worked until March 21, 2009, she would receive compensation in the form of severance. The employer at all times led her to believe that such would be the

1 case, and even in its March 20, 2009 letter to The Citizen employees nothing is mentioned about
2 altering or changing the terms of the severance/work agreement.

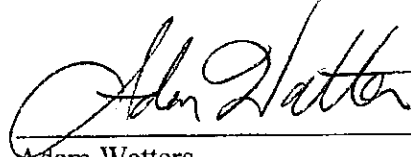
3 IX.

4 Defendants breached their contractual agreement with the Plaintiff. Defendants owe the
5 Plaintiff severance wages in an amount equal to a week per year worked at The Citizen.

6 WHEREFORE, the Plaintiff requests judgment as follows:

- 7 1. That the Plaintiff be awarded actual damages including her severance pay owed;
8 2. That the Plaintiff be awarded treble damages as per A.R.S. §23-355 as the
9 defendants have no reasonable good faith basis for withholding the severance pay;
10 3. That the Plaintiff recover costs;
11 4. That the Plaintiff have such other and further relief as the Court deems proper;
12 and,
13 5. That the Plaintiff be awarded reasonable attorneys' fees.
14 DATED November 16, 2009.

15 *WATTERS LAW OFFICE, P.C.*

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17 Adam Watters
18 Attorney for Plaintiff
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