2014 WL 256162 (Mass.Super.) (Trial Pleading)
Superior Court of Massachusetts.
Middlesex County

Lauren K. GENTILE, Plaintiff,
v.
LIFEPLANS, INC., Jennifer Vey, Bryan L. Kendall, and John Hancock Life Insurance Company (U.S.A.), Defendants.

No. MICV2014-00226.
January 17, 2014.

Complaint and Demand for Jury Trial

Plaintiff, Lauren K. Gentile, By her Attorneys, Philip M. Giordano, Esq., (BBO # 193530), Giordano & Company, P.C., Reed & Giordano, P.A., 101 Tremont Street Suite 900, Boston, Massachusetts 02108, Telephone: (617) 723-7755, Facsimile: (617) 723-7756, pgiordano@reedgiordano.com.

I. INTRODUCTION

1. The Plaintiff, Lauren K. Gentile, (hereinafter "Plaintiff" or "Mrs. Gentile") hereby respectfully submits this *Complaint and Demand for Jury Trial* against the Defendants, LifePlans, Inc. (hereinafter "LifePlans"), Jennifer Vey (hereinafter "Vey"), Bryan L. Kendall (hereinafter "Kendall"), and John Hancock Life Insurance Company (U.S.A.) (hereinafter "John Hancock", or "Hancock")(hereinafter collectively the "Defendants"). The Plaintiff's allegations, as set forth herein, are asserted for damages arising from, and resulting from the Defendants' violations of the following:

a) retaliation;

b) improper employment action due to a report of **elder abuse** - violation of M.G.L. c. 19A § 15(d);

c) unlawful discrimination (gender and age), retaliation and hostile work environment - violation of M.G.L. c 151B § 4;

d) wrongful/constructive termination;

e) tortious interference with business and/or contractual relations;

f) breach of contract;

g) breach of implied covenant of good faith and fair dealing;

h) breach of oral contact/promissory estoppel;

i) defamation/libel/slander;

j) invasion of privacy;

k) intentional infliction of emotional distress;

1) negligent infliction of emotional distress; and/or

m) civil conspiracy.

2. The Plaintiff alleges that, as a result of and as caused by the Defendants' breaches, actions, omissions, practices, and/or course of conduct, the Plaintiff has suffered lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon.

II. PARTIES

3. The Plaintiff, Lauren K. Gentile, is an individual residing in Natick, Middlesex County, Massachusetts. During the relevant time period herein, the Plaintiff was employed by the Defendant, LifePlans, Inc., which employment was wrongfully terminated by the Defendants.

4. Upon information and belief, the Defendant, LifePlans, Inc., is a corporation duly organized under the laws of the Commonwealth of Massachusetts, and is or was engaged, during the relevant time period herein, in the business of, inter alia, assisting long-term care and health insurers, plans, and providers to manage risk through underwriting and benefit eligibility determinations, care coordination, fall prevention, and care transition programs. Upon information and belief and during the relevant time period herein, the Defendant has had a principal place of business at 51 Sawyer Road, Suite 340, Waltham, Middlesex County, Massachusetts 02453.

5. Upon information and belief, the Defendant, Jennifer Vey, is an individual and a resident of the Commonwealth of Massachusetts. Upon information and belief and during the relevant time period herein, the Defendant is or was the Assistant Vice President and an employee of the Defendant, LifePlans, Inc., located at 51 Sawyer Road, Suite 340, Waltham, Middlesex County, Massachusetts 02453.

6. Upon information and belief, the Defendant, Bryan L. Kendall, is an individual and a resident of the Commonwealth of Massachusetts. Upon information and belief and during the relevant time period herein, the Defendant is or was an attorney, admitted to the bar of the Commonwealth of Massachusetts, and is or was General Counsel, Secretary and an employee of the Defendant, LifePlans, Inc., located at 51 Sawyer Road, Suite 340, Waltham, Middlesex County, Massachusetts 02453.

7. Upon information and belief, the Defendant, John Hancock Life Insurance Company (U.S.A.), is a stock insurance company, duly organized under the laws of the State of Michigan, and in or was engaged, during the relevant time period herein, in the business of, inter alia, providing long-term care insurance. Upon information and belief and during the relevant time period herein, John Hancock maintains, or has maintained, its principal place of business within the Commonwealth of Massachusetts at 200 Clarendon Steet, Boston, Suffolk County, Massachusetts 02117 and/or at 601 Congress Street, Boston, Suffolk County, Massachusetts 02210.

III. VENUE

8. Pursuant to M.G.L. c. 223 §§ 1 and 8, the Plaintiff contends that this action is appropriately brought in Middlesex County, which is the county in which Defendants LifePlans, Vey and Kendall maintain, or have maintained, as their respective principal place of business, and where the Plaintiff has her residence. Moreover, Middlesex County is where the Plaintiff and Defendants LifePlans, Vey, and Kendall have conducted business in furtherance of their employee/employer relationship and is where certain of the acts, omissions, practices and courses of conduct involving all of the Defendants occurred.

WestlawNext © 2015 Thomson Reuters. No claim to original U.S. Government Works.

IV. FACTS AND BACKGROUND

9. The Plaintiff alleges that the following facts, without limitation, give rise to her claims for relief:

10. On or about January 18, 2010, Mrs. Gentile began working for LifePlans as a nurse handling telephonic care management for long term care for John Hancock. Her job responsibilities included talking to families, offering long-term care plans and **elder** services, among other things, in various states in which John Hancock has various insureds and beneficiaries of its insurance policies. See Exhibit 1, as restated and incorporated by reference herein.

11. On or about February 28, 2012, Mrs. Gentile's supervisor and manager gave her an annual performance appraisal with an overall rating of "Meets Expectations." The supervisor's comments included praise for the Plaintiff's respectful and responsible attitude as well as her commitment to the LifePlans' mission statement. See Exhibit 2, as restated and incorporated by reference herein.

12. On or about October 19, 2012, Mrs. Gentile expressed concern that an **elderly** client in the State of Texas was a victim of **elder** **abuse**. Conversations on the phone with the client led Mrs. Gentile to believe that the client was being neglected at home. Mrs. Gentile believed that the situation needed immediate attention.

13. Upon information and belief, the **elderly** client was insured by John Hancock, and it was through John Hancock's contract with LifePlans that Mrs. Gentile was servicing the client. Mrs. Gentile's repeated calls to the **elderly** client and to Hancock put Defendant John Hancock on actual notice of Mrs. Gentile's concerns regarding the potential circumstances of **elder** **abuse**. Upon information and belief, the **elderly** client's family was distraught at the prospect of a complaint to governmental authorities and threatened to cancel their long-term care insurance coverage, as provided by John Hancock.

14. According to her understanding, Mrs. Gentile believed that she was a mandated reporter of circumstances of **elder** **abuse** under the law of the Commonwealth of Massachusetts and/or the law of the State of Texas.

15. Additionally, according to the Plaintiff's understanding and pursuant to her licensure as a Massachusetts nurse, Mrs. Gentile believed that she was obligated to file a report as to the circumstances of **elder** **abuse** with Adult Protective Services (hereinafter "APS") in the State of Texas.

16. Upon information and belief, in the State of Texas, which is, or was, the jurisdiction of and residence of Mrs. Gentile's client, the appropriate agency for reports of **elder** **abuse** is, or was, the Texas Adult Protective Services, or APS.

17. Upon information and belief, Carey Wagner, a social worker with Defendant John Hancock, reported Mrs. Gentile's calls regarding **elder** **abuse** to Defendant Vey at LifePlans,

18. Upon information and belief, Mary DeGurski, Director of Care Management at John Hancock, also learned of the calls by the Plaintiff regarding the need to report a case of **elder** **abuse** in the State of Texas.

19. On or about October 19, 2012, Mary DeGurski, on behalf of Defendant Hancock, instructed the Plaintiff not to report the circumstances of **elder** **abuse** to the State of Texas Adult Protective Services, or APS.

20. At or about the same time, Defendant Jennifer Vey sent an email to Mrs. Gentile that expressly instructed the Plaintiff, "Do not report," the suspected case of **elder** **abuse** to the governmental authorities in the State of Texas. *See* **Exhibit 3,** as restated and incorporated by reference herein.

21. Mrs. Gentile expressed her concern regarding the **elder** **abuse** to several other employees at Defendant LifePlans, on and around October 19, 2012.

WestlawNext © 2015 Thomson Reuters. No claim to original U.S. Government Works.

22. On or about October 25, 2012, Mrs. Gentile forwarded the appropriate Texas statute relating to mandatory reporting to Defendants Vey and LifePlans, together with a detailed explanation as to why the Plaintiff believed that she was required to notify the State of Texas Adult Protective Services as to the **elder** **abuse**. See Exhibit 3, as restated and incorporated by reference herein.

23. On or about October 29, 2012, the Plaintiff followed up with Defendant LifePlans and Vey regarding management's investigation into the case. Defendant Vey stated that she had been unable to work on it, but "[would] try again today." See Exhibit 3, as restated and incorporated by reference herein.

24. Between on or about October 19, 2012 and on or about October 29, 2012, Mrs. Gentile spoke with Vey in a meeting in which they discussed the obligations of the Plaintiff and the Defendants to report the **elder** **abuse** case to the State of Texas Adult Protective Services. In response, Defendant Vey informed Mrs. Gentile that Defendant LifePlans and senior staff was thinking of firing her. Vey then walked out of the office and left the meeting with the Plaintiff.

25. The following day, Mrs. Gentile went to work expecting LifePlans to fire her. She underwent much anguish and emotional distress, with physical manifestations, that day and was very anxious about her employment and job security.

26. On or about November 6, 2012, Mrs. Gentile emailed Defendant Kendall and stated that she would like to talk to him and seek legal advice from him with respect an issue concerning her. The Plaintiff forwarded the Defendant a copy of the Texas statute and her explanation of the suspected **elder** **abuse** case. In her email to Kendall, Mrs. Gentile expressed that she was upset at being instructed by the Defendants not to report the **elder** **abuse**, particularly in light of her status as a mandated reporter. **See Exhibit 3,** as restated and incorporated by reference herein.

27. Between on or about October 29, 2012 and on or about November 6, 2012, Mrs. Gentile experienced much anxiety because of Defendant LifePlan's and Vey's threats of retaliation and termination from Mrs. Gentile's job and her status as a mandated reporter.

28. On or about November 6, 2012, in accordance with the mandatory reporting requirements of the law, Mrs. Gentile reported the suspected case of **elder** **abuse** to the State of Texas Adult Protective Services, or APS.

29. On or about November 8, 2012, Mrs. Gentile sent an email to Defendants LifePlans, Vey, and Kendall, and explained that following a meeting with Defendant Kendall, the Plaintiff had filed a report with the State of Texas Adult Protective Services, or APS. See Exhibit 3, as restated and incorporated by reference herein.

30. On or about January 9, 2013, Mrs. Gentile's manager gave her an annual performance appraisal with an overall rating of "Meets Expectations." The manager highlighted Mrs. Gentile's respectful and responsible behavior and stated that she was "committed to provide the best care management to the members, insureds and for the insurers." See Exhibit 4, as restated and incorporated by reference herein.

31. On or about February 28, 2013, Mrs. Gentile learned from the Defendants that she was being wrongfully terminated from her employment and was escorted out of the LifePlans' Waltham offices.

32. In an effort to cover-up their illegal conduct, the Defendants wrongfully terminated the Plaintiff in a manner designed to falsely characterize the discharge a "lay-off' and coupled the Plaintiff's firing with the terminations of others. Upon information and belief, however, the Defendants had lawful and appropriate concerns as to the other employees who were also terminated on or about February 28, 2013, including but not limited to productivity issues.

WestlawNext © 2015 Thomson Reuters. No claim to original U.S. Government Works.

33. As her January 2013 evaluation demonstrated, however, the Defendants' decision to terminate Mrs. Gentile lacked any lawful or meritorious basis, in law or in fact. In truth and in fact, the Defendants wrongfully fired the Plaintiff as retaliation for Mrs. Gentile's report of **elder abuse** to the State of Texas Adult Protective Services, or APS, in or about late 2012.

34. By its termination, Defendants LifePlans, Vey and Kendall provided no legal or justified criticisms of the Plaintiff's work or performance. Despite the work stress, unfair treatment, lack of support from her supervisors, and constant hostile and discriminatory behavior, the Plaintiff exceeded her obligations to the Hancock customers and to Defendant LifePlans, and succeeded in the face of extreme difficulties.

35. Upon information and belief, in or about the summer of 2012, Defendant LifePlans hired a young male worker, on a probationary basis. Upon further information and belief, this new employee of LifePlans is, or was, a young Registered Nurse (RN), and is, or was, substantially less qualified than the Plaintiff, including but not limited to having no background in case management.

36. Upon information and belief, in or about the spring of 2013, LifePlans hired this younger and significantly less-qualified male nurse on a permanent basis to replace Mrs. Gentile.

37. In or about the fall of 2013, Mrs. Gentile filed a Charge against the Defendants based upon the above conduct in the Massachusetts Commission Against Discrimination (hereinafter “MCAD”), and thereafter properly removed the same in order to pursue this action in the Superior Court.

38. As a result of the Defendants' improper and illicit conduct, Mrs. Gentile has suffered lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, including but not limited to anxiety, depressive symptoms, insomnia, fatigue, loss of appetite, difficulty making decisions and concentrating, irritability, tearfulness, isolation and felling helplessness, which she suffered as a result of the Defendants' illegal retaliation, wrongful termination, and discriminatory conduct.

V. VIOLATIONS OF LAW

COUNT I - RETALIATION

(Defendants LifePlans, Vey and Kendall only)

39. The Plaintiff reasserts Paragraphs 1 through 38 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

40. As set forth above, the Plaintiff reported **elder abuse** to the State of Texas Adult Protective Services, or APS, because of her position as a mandatory reporter under the law.

41. As a direct result of reporting the case of **elder abuse** to the State of Texas Adult Protective Services, or APS, the Defendants LifePlans, Kendall, and Vey retaliated against the Plaintiff, who suffered illegal adverse employment actions, including but not limited to the termination of her employ with LifePlans.

42. As a direct and proximate cause of Defendants' improper retaliation, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment.

COUNT II - IMPROPER EMPLOYMENT ACTIONS DUE TO A REPORT OF ELDER ABUSE - VIOLATION OF M.G.L. c. 19A § 15(d) (Defendants LifePlans, Vey and Kendall only)

43. The Plaintiff reasserts Paragraphs 1 through 42 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

44. As set forth above, the Defendants, LifePlans, Vey and Kendall, caused and conducted improper adverse employment actions against the Plaintiff, for her report of a case of **elder abuse** to the State of Texas Adult Protective Services, or APS.

45. As set forth above, the Defendants violated M.G.L. c 19A § 15(d), which provides, in pertinent part:

> "... No employer or supervisor may discharge, demote, transfer, reduce pay, benefits or work privileges, prepare a negative work performance evaluation, or take any other action detrimental to an employee or supervisee who files a report in accordance with the provisions of this section by reason of such report."

M.G.L. c. 19A, § 15(d).

46. As set forth above and during the relevant time period herein, Defendant LifePlans was the Plaintiff's employer and Defendants Kendall and Vey were supervisors of Mrs. Gentile.

47. As a nurse, Mrs. Gentile is, and was, a mandated reporter under M.G.L. c. 19A.

48. As set forth above, Defendants LifePlans, Vey, and Kendall retaliated against and wrongfully terminated Mrs. Gentile from her employment because she filed an **elder abuse** report with the State of Texas Adult Protective Services, or APS, pursuant to M.G.L. c. 19A § 15(a) and/or Texas law.

49. As a direct and proximate cause of Defendants' improper adverse employment actions against the Plaintiff, in violation of M.G.L. c. 19A § 15(d), for her report of a case of **elder abuse**, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment.

COUNT III - DISCRIMINATION (AGE AND GENDER), RETALIATION, AND HOSTILE WORK ENVIRONMENT - VIOLATION OF M.G.L. c. 151B § 4 (Defendants LifePlans, Vey and Kendall only)

50. The Plaintiff reasserts Paragraphs 1 through 49 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

51. M.G.L. c. 151B § 4 provides, in pertinent part:

"It shall be an unlawful practice:
1. For an employer, by himself or his agent, because of the race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, or ancestry of any individual to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment, unless based upon a bona fide occupational qualification...

4. For any person, employer, labor organization or employment agency to discharge, expel or otherwise discriminate against any person because he has opposed any practices forbidden under this chapter or because he has filed a complaint, testified or assisted in any proceeding under section five."

M.G.L. c. 151B, § 4.

52. The Defendants illegally discriminated against the Plaintiff, and created a hostile work environment, on the basis of gender and age, in violation of M.G.L. c. 151B § 4.

53. As set forth above, the Defendants illegally retaliated against the Plaintiff, in violation of M.G.L. c. 151B, for reporting a case of **elder abuse** to the State of Texas Adult Protective Services, or APS.

54. As set forth above, the Defendant' actions constitute discrimination, in violation of Massachusetts law, against Mrs. Gentile based on her gender and age.

55. As set forth above the Defendants' actions constitute retaliation, in violation of Massachusetts law, against Mrs. Gentile.

56. As a direct and proximate cause of Defendants' illegal discriminatory and retaliatory conduct, in violation of M.G.L. c. 151B § 4, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment.

COUNT IV - WRONGFUL / CONSTRUCTIVE TERMINATION (Defendants LifePlans, Vey and Kendall only)

57. The Plaintiff reasserts Paragraphs 1 through 56 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

58. The Defendants' conduct, as described above, wrongfully, and/or constructively, terminated the Plaintiff from her employment.

59. By engaging in the conduct described herein, the Defendants knowingly created a continuous pattern, in violation of mandatory reporting requirements, which became intolerable to the Plaintiff.

60. As a direct and proximate cause of the Defendants' wrongful and constructive termination, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment.

COUNT V - TORTIOUS INTERFERENCE WITH BUSINESS AND CONTRACTUAL RELATIONS (Defendant John Hancock only)

61. The Plaintiff reasserts Paragraphs 1 through 60 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

62. As set forth above, Defendant John Hancock tortiously interfered with the Plaintiff's business and contractual relations with her employer, Defendants LifePlans, and with Defendants Vey and Kendall.

63. As a client of the Defendants, Defendant Hancock illegally sought to cause, force, and/or influence, LifePlans to make an adverse employment decision about Mrs. Gentile.

64. Defendant John Hancock knew or should have known that it was seeking to cause, force and/or influence Defendants LifePlans, Vey and/or Kendall to instruct the Plaintiff not to report **elder abuse**, in violation of the mandatory reporting requirement under the law.

65. Due to Defendant Hancock's tortuous interference with the Plaintiff's employment, Defendants LifePlans, Vey and Kendall wrongfully terminated the Plaintiff.

66. As a direct and proximate cause of Defendant John Hancock's tortuous interference with business and contractual relations, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment.

COUNT VI - BREACH OF CONTRACT (Defendant LifePlans only)

67. The Plaintiff reasserts Paragraphs 1 through 66 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

68. The Plaintiff and Defendant LifePlans entered into an employment agreement on or about January 18, 2010. LifePlans' Employee Policies, together with other oral and written statements, constituted the contract (hereinafter “Agreement”) between the Plaintiff and the Defendant.

69. An employment agreement proscribes retaliatory conduct against any employee for any reason. Even though the Plaintiff was hired “at-will” and she could leave or be discharged at any time, the Defendant cannot lawfully discharge her on a retaliatory basis.

70. The Plaintiff performed her duties and obligations under the Agreement and as an employee with Defendant LifePlans in ood faith.

71. As set forth above, Defendant LifePlans knew or should have known that discharging the Plaintiff was in violation of the Agreement and retaliatory in nature.

72. As a direct and proximate cause of the Defendant LifePlans' breach of contract, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment.

COUNT VII - BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (Defendant LifePlans only)

73. The Plaintiff reasserts Paragraphs 1 through 72 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

74. A covenant of good faith and fair dealing was implied and existed in the Agreement, in LifePlans' policies, and in the employment and business relationship between the Plaintiff and the Defendant.

75. The Defendant had a duty of good faith and fair dealing in its dealings with the Plaintiff and pursuant to the contract executed with the Plaintiff for the purpose of inducing her to contract and work for LifePlans.

76. As described above, Defendant breached the implied covenant of good faith and fair dealing with the Plaintiff.

77. As a direct and proximate cause of Defendant's breach of the implied covenant of good faith and fair dealing, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment.

COUNT VIII - BREACH OF ORAL CONTRACT/ PROMISSORY ESTOPPEL (Defendants LifePlans, Vey and Kendall only)

78. The Plaintiff reasserts Paragraphs 1 through 77 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

79. During her employment, the Defendants made oral promises to the Plaintiff of promotions, compensation and benefits, and assurances of Defendants' compliance with the law.

80. The Plaintiff relied on and materially and adequately performed under the oral promises, as made by the Defendants.

81. The Defendants breached their oral promises to the Plaintiff and are estopped from denying the same.

82. As a direct and proximate cause of the Defendants' breach of their oral promises and promissory estoppel, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment.

COUNT IX - DEFAMATION, LIBEL AND SLANDER (All Defendants)

83. The Plaintiff reasserts Paragraphs 1 through 82 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

84. Upon information and belief, the Defendants, by their actions, omissions, misrepresentations, practices and courses of conduct described herein, defamed, libeled and slandered the Plaintiff, and disseminated and communicated false statements, misrepresentations and half-truths to parties or third-parties, against Mrs. Gentile due to her stated intention of filing a report of **elder abuse** with the State of Texas Adult Protective Services, or APS.

85. Upon information and belief, the Defendants have told persons working for Defendant LifePlans and/or John Hancock, and/or other various businesses, companies and other institutions, certain false, negative, disparaging, slanderous, libelous and/or defamatory statements regarding Mrs. Gentile, due to her stated intention of filing a report of **elder abuse** with the State of Texas Adult Protective Services, or APS.

86. Upon information and belief and by disseminating falsehoods regarding the Plaintiff, the Defendants sought to retaliate and/or deprive Mrs. Gentile of her employment, harm her business reputation, and/or deny her the ability to earn a livelihood.

87. As a direct and proximate cause of the Defendants' defamation, libel and slander, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and

prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment.

COUNT X - INVASION OF PRIVACY (All Defendants)

88. The Plaintiff reasserts Paragraphs 1 through 87 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

89. Pursuant to M.G.L. c. 214, § 1B, the Plaintiff had a right against unreasonable, substantial or serious interference with her privacy by the Defendants.

90. As described above and upon information and belief, due to Mrs. Gentile's stated intention of filing a report of **elder abuse** with the State of Texas Adult Protective Services, or APS, the Defendants caused unreasonable, substantial and/or serious interference with the Plaintiff's right of privacy.

91. As described above and upon information and belief, due to Mrs. Gentile's stated intention of filing a report of **elder abuse** with the State of Texas Adult Protective Services, or APS, the Defendants breached, invaded and/or interfered with the Plaintiff's right of privacy.

92. As a direct and proximate cause of the Defendants' invasion of privacy, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment

COUNT XI - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (All Defendants)

93. The Plaintiff reasserts Paragraphs 1 through 92 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

94. As set forth above, the Defendants intentionally sought to inflict emotional distress, with physical manifestations thereon, upon the Plaintiff, or they knew or should have known that emotional distress was the likely or foreseeable result of their actions, practices, and courses of conduct as described herein.

95. The Defendants' actions, practices and courses of conduct, as described herein, were extreme and outrageous, were beyond all possible bounds of a responsible conduct in the health care and insurance business for the care of **elderly** clients, and were intolerable in the health care and insurance industries.

96. The emotional distress sustained by the Plaintiff and her anguish at having to decide whether to abide by the malignant and illegal demands of the Defendants, or to report the case of **elder abuse** as a mandatory reporter was prolonged due to the Defendants' illicit conduct and practices.

97. As a direct and proximate cause of Defendants' intentional infliction of emotional distress, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment

COUNT XII - NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS (All Defendants)

98. The Plaintiff reasserts Paragraphs 1 through 97 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

99. The Defendants were negligent, reckless, and/or grossly negligent in their actions, practices, and courses of conduct as described herein.

100. These Defendants knew or should have known that emotional distress was the likely or foreseeable result of their actions, practices, and course of conduct as described herein.

101. The actions, practices, and courses of conduct of these Defendants were the cause of the Plaintiff's emotional distress, with physical manifestations.

102. The emotional distress sustained by the Plaintiff was of such nature that a reasonable person would have suffered emotional distress, with physical manifestations, under the circumstances.

103. As a direct and proximate cause of Defendants' negligent infliction of emotional distress, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment

COUNT XIII - CIVIL CONSPIRACY (All Defendants).

104. The Plaintiff reasserts Paragraphs 1 through 103 of the Complaint above, with the Exhibits, and restates and incorporates them herein by reference.

105. The Defendants, together with others, combined, conspired, acted in concert, and/or engaged in a conspiracy by entering into an agreement with unlawful motives and/or means, and undertook overt acts towards the ends of such conspiracy.

106. In order to attain of the outcome of its conspiracy, the Defendants required coordination and actions to be taken in unison and/or in concert, together with joint tortious activity of the other co-conspirators.

107. The Defendants had the particular power and/or authority in their business and business relationships to force, coerce, and/or encourage others to participate in this conspiracy and result in retaliation and the termination of the Plaintiff's employment.

108. As set forth above, Defendant John Hancock performed acts and omissions herein alleged pursuant to, and in furtherance of, a conspiracy with Defendants LifePlans, Vey and Kendall.

109. The Defendants furthered the conspiracy by lending aid and encouragement to the other Defendants and ratifying and adopting the acts of their co-conspirators.

110. As a direct and proximate cause of the Defendants' civil conspiracy, the Plaintiff has suffered irreparable harm, and general, special and consequential damages, including but not limited to lost wages, benefits, bonuses, compensation, and prospective business relationships, together with her reputational harm, injuries, damages, and emotional distress, with physical manifestation thereon, to her detriment

VI. REQUESTS FOR RELIEF

WHEREFORE, the Plaintiff, Lauren K. Gentile, respectfully requests that this Honorable Court grant her the following relief:

A) determine that the Defendants are liable, and for all damages, losses and costs, as alleged herein;

B) determine and award the Plaintiff the actual losses sustained by her as a result of the Defendants' violations of law, as set forth herein;

C) render an award on behalf of the Plaintiff, on all Counts of the Complaint, and issue findings of fact and ruling of law, as necessary and appropriate, that the Defendants are liable in all respects;

D) order, decide adjudge, and determine the Defendants' liability is for all losses, injuries and damages, special and consequential, general, punitive and/or otherwise, and for all interest and costs as alleged herein;

E) award the Plaintiff her costs, including but not limited to filing fees, costs, expenses and interest, for being required to bring this action;

F) award the Plaintiff her actual attorneys' fees, for being required to bring this action;

G) award the Plaintiff multiple, double, treble and/or punitive damages in an amount to be determined;

H) order declaratory relief finding that the employment agreement and policies are enforceable and have been materially breached by the Defendants; and/or

I) such further and additional relief as this Honorable Court deems just and proper.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS SO TRIABLE.

Respectfully submitted,

PLAINTIFF, Lauren K. Gentile,

By her Attorneys,

Philip M. Giordano, Esq.

(BBO # 193530)

Giordano & Company, P.C.

REED & GIORDANO, P.A.

101 Tremont Street Suite 900

Boston, Massachusetts 02108

Telephone: (617) 723-7755

Facsimile: (617) 723-7756

pgiordano@reedgiordano.com

Dated: January 17, 2014

End of Document

© 2015 Thomson Reuters. No claim to original U.S. Government Works.