

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

THOMAS BAVERSO,

Civil Division

Plaintiff,

vs.

No. GD-15-008054

WRIGHT AUTOMOTIVE GROUP,

Defendant.

COMPLAINT

Filed on behalf of PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

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JURY TRIAL DEMANDED

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY PENNSYLVANIA**

THOMAS BAVERSO,

Plaintiff

v.

WRIGHT AUTOMOTIVE GROUP,

Defendants

Civil Division

Case No. GD-15-008054

COMPLAINT

Thomas Baverso, by and through his counsel, Elizabeth L. Pollock-Avery, Esq. files this Complaint against Wright Automotive Group (“Defendant”) alleging the following:

I. Nature of the Action

1. This is an action for equitable relief as well as monetary damages, to redress Defendants’ unlawful employment practices against Plaintiff, including Defendants’ unlawful breach of employment contract.

II. Parties

2. Mr. Baverso was a resident of Pennsylvania while employed by Wright Automotive Group.

3. Defendant Wright Automotive Group (hereinafter “Defendant”) is a company doing business in Pennsylvania with a headquarters located at 11015 Perry Highway Wexford, PA 15090.

III. Facts

4. In April 2011, Mr. Baverso interviewed with Ken Wright and the Vice President of Operations, Matt Miller, for a Sales Training Director position with Defendant.

5. Defendant was competing for Mr. Baverso’s employment with BMW North America, which was prepared to offer Mr. Baverso a starting salary of \$115,000 plus a bonus.

6. During the interview, Ken Wright stated that he would match BMW North America’s offer in terms of compensation.

7. Ken Wright also stated during the interview that Mr. Baverso’s work week would be 9:00 am to 6:00 pm on weekdays with the occasional Saturday.

8. Mr. Baverso accepted Defendant’s offer because they had matched BMW North America’s compensation offer and because the position had no travel requirements, unlike the position BMW North America was prepared offer to Mr. Baverso. The offer and acceptance was verbal and no documentation was signed at the time.

9. On April 25, 2011 Mr. Baverso began employment with Defendant.

10. On May 6, 2011 Mr. Baverso received his first paycheck from Defendant.

11. On May 23, 2011 Mr. Baverso informed Mr. Miller that his pay was incorrect after Mr. Baverso had calculated that he was being paid a yearly salary of \$90,000 instead of \$115,000 as he and Defendant had agreed.

12. On September 14, 2011 Mr. Baverso again told Mr. Miller that his compensation was incorrect.

13. On December 19, 2011 Ken Wright and Bob Wright met with Mr. Baverso to address the compensation issue.

14. Although Ken Wright confirmed that he had agreed to pay Mr. Baverso \$115,000 plus a bonus, he did not correct Mr. Baverso's salary. Ken Wright put a separate bonus plan together for Mr. Baverso based on CSI and Manufacturer monies.

15. As the first quarter was coming to a close, Defendant would have owed Mr. Baverso a bonus based on the CSI and Manufacturer monies.

16. On March 23, 2013 Ken Wright told Mr. Baverso that the bonus he had put together would not generate enough money for the effort and that he (Mr. Baverso) "was pissing in the wind." Ken Wright then said that he would put something else together for Mr. Baverso.

17. On April 23, 2012 Mr. Baverso asked Ken Wright about his compensation. Ken Wright still had not put together a correct compensation plan or bonus.

18. On June 5, 2012 Mr. Baverso spoke to Mr. Miller about his incorrect compensation and the fact that the bonus Ken Wright had promised was not paid. Mr. Miller said that Mr. Baverso needed to discuss these issues with Ken Wright because Mr. Miller had no idea what types of compensation discussions had taken place since the interview in April 2011.

19. On November 13, 2012 Mr. Baverso spoke with Ken Wright and requested that his compensation be reviewed because it had been inaccurate since their first meeting in April 2011. Mr. Baverso's request was ignored.

20. On December 4, 2013 Mr. Baverso requested a meeting with Ken Wright to discuss some issues that were on his mind. Ken Wright replied to him "I know it's about money," and said that they would talk tomorrow at 11:00 am.

21. On December 5, 2013 Ken Wright called Mr. Baverso later in the afternoon and said that he needed to reschedule for the next day and not to worry because he wouldn't forget him.

22. On December 6, 2013 Ken Wright again postponed their discussion concerning Mr. Baverso's compensation.

23. By this point, Mr. Baverso was managing the BDC (Business Development Center) in addition to his regular duties. After taking over the BDC, a position that on its own would normally pay a salary of \$85,000, Mr. Baverso still did not an upwards salary adjustment. Mr. Baverso worked between 10 and 12 hours a day due to the extra responsibilities he had been given.

24. On December 9, 2013 Mr. Baverso and Ken Wright had a meeting to discuss the fact that Mr. Baverso's compensation had not been correct since the day he started. Ken Wright stated "I told you \$120,000" and Mr. Baverso replied that it was actually \$115,000. Ken Wright responded "I figured a bonus in there." He then asked "would that help you out?" Mr. Baverso firmly stated "no."

25. After around an hour of discussion, Ken Wright explained that he had ideas that would help Mr. Baverso make the money that he was looking for and stated that they would probably have 2-3 more meetings to figure it out.

26. When Mr. Baverso asked Ken Wright about back pay, Ken Wright refused to comment on the past 32 months of inaccurate compensation. By this point, Defendant had underpaid Mr. Baverso by \$66,730.

27. On June 2, 2014 Ken Wright set up a meeting between Mr. Miller and Mr. Baverso. Ken Wright did not show up to the meeting and Mr. Miller explained that Ken Wright had wanted him to handle the discussions.

28. During the meeting, Mr. Miller agreed that the original number of \$115,000 plus a bonus was correct, but stated that he could not discuss any increase in pay with Mr. Baverso and that Ken Wright would have to do that. Mr. Miller said that it was wrong for Ken Wright not to have shown up for the meeting and stated that he believed they could have resolved the compensation issue in a matter of 10 minutes if Ken Wright had come to the meeting.

29. On February 2, 2014 Mr. Baverso had a meeting with Ken Wright and Mr. Miller to discuss Mr. Bavero's incorrect compensation. Ken Wright stated that based on everything Mr. Baverso does for the organization, he felt that Mr. Baverso was already being fairly compensated but he wanted to put a bonus in place. Ken Wright also said that he and former CFO Scott Toward were putting together yearly goals that would relate to a new bonus plan for Mr. Baverso that would be ready by February 7, 2014.

30. On February 7, 2014 Ken Wright did not have any bonus numbers ready.

31. On February 13, 2014 Ken Wright told Mr. Baverso that the bonus numbers were ready and that he would sit down with Mr. Baverso and Mr. Toward on February 14, 2014.

32. On February 14, 2014 Ken Wright did not call Mr. Baverso or show up for any meeting.

33. On February 17, 2014 Mr. Baverso asked Mr. Miller, the VP of Operations, if he could help get his compensation fixed and Mr. Miller replied "I've tried and give up. You're on your own," as he walked away from Mr. Baverso.

34. On March 5 2014, Ken Wright still did not have bonus numbers ready for Mr. Baverso.

35. On June 24, 2014 Mr. Baverso informed Bob Wright that he was resigning his employment with Defendant, effective July 2, 2014. Mr. Baverso offered to use vacation hours for his final days of employment if he was not needed, and Bob Wright told Mr. Baverso that he could either stay or use vacation hours.

36. On June 25, 2014 in a meeting with Ken Wright, Bob Wright and Mr. Miller, Mr. Baverso was told that he would be a distraction and was sent home.

37. July 2, 2014 was Mr. Baverso's last day of employment with Defendant.

COUNT I
Breach of Contract

38. The above paragraphs are incorporated here by reference as though fully set forth at length herein.

39. Defendant entered into an oral agreement with Mr. Baverso in April 2011 in which Defendant agreed to pay Mr. Baverso a salary of \$115,000 plus a bonus for his employment with Defendant.

40. Mr. Baverso performed all of the conditions of the agreement that were required of him.

41. Defendant breached the agreement in numerous ways;

- a. Defendant failed and refused to compensate Mr. Baverso in the amount that they had agreed upon.

- b. Defendant had Mr. Baverso perform the duties of another position in addition to the position for which he was hired and failed to compensate him accordingly;
- c. Defendant consistently compelled Mr. Baverso to work more hours than they had agreed upon and failed to compensate him accordingly.

42. Mr. Baverso was harmed in a number of ways by his reliance on the terms of the agreement that Defendant refused to uphold, in particular by foregoing alternate employment with a potential employer at a higher rate of pay than Mr. Baverso ultimately received from Defendant.

43. As the direct result of the aforesaid practices engaged in by the Defendant, Mr. Baverso has sustained a loss of earnings, emotional and psychological distress and loss of future earning power.

**COUNT II – VIOLATION OF THE PENNSYLVANIA WAGE PAYMENT AND
COLLECTION LAW (“WPCL”)**

44. The preceding paragraphs are incorporated herein as if set forth at length.

45. Defendant constitutes an “employer” within the meaning of the WPCL.

46. Mr. Baverso is an “employee” within the meaning of the WPCL to whom unpaid wages are due and owing.

47. The unpaid wages are a result of Defendant paying the salary as agreed upon between the parties.

48. Defendant has been on notice of the unpaid wages claim.

Request for Relief

WHEREFORE, Plaintiff respectfully requests for this Court to grant the following relief in excess of \$75,000:

- a. Award Plaintiff with a rate of pay and other benefits of employment, to which he would have been entitled, had he not been subjected to unlawful breach of contract;
- b. Award Plaintiff front pay, if appropriate;
- c. Award Plaintiff punitive damages, pre and post judgment interest, costs of suit and attorney and expert witness fees as allowed by law;
- d. Award Plaintiff liquidated damages under the WPCL;
- e. Declare Defendant's conduct to be in violation of the Plaintiffs' rights;
- f. Award Plaintiff compensatory damages for lost wages, benefits, interest, and other remuneration, and for emotional distress and damage to reputation as well as punitive damages.
- g. Such equitable relief as may be appropriate under the circumstances; and
- h. Award such further relief as this Court deems necessary and proper.

JURY TRIAL DEMANDED.

Dated: January 18, 2016

Respectfully submitted,



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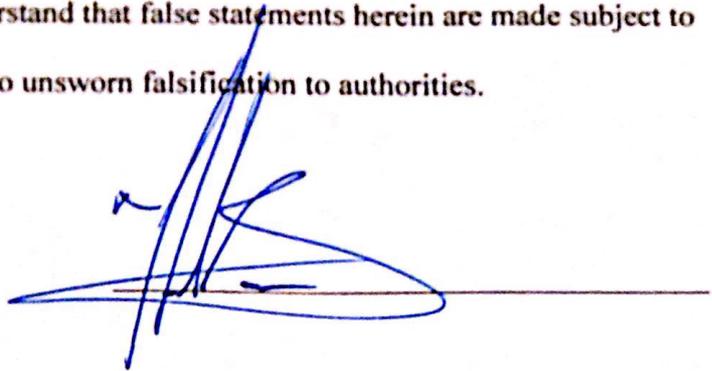
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Counsel for Plaintiffs

Verification

I verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Date: January 18, 2016

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be the initials 'JL' followed by a large, sweeping flourish that extends to the right and loops back under the line.