

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MICHAEL MOLINARO,

CIVIL DIVISION

Plaintiff,

Case No.

v.

THE TOWNSHIP OF LEET,

COMPLAINT

Defendant.

Filed on Behalf of the Plaintiff:
Michael Molinaro.

JURY TRIAL DEMANDED

COUNSEL OF RECORD THIS PARTY:

David M. Manes, Esq.
PA ID No. 314661

MANES & NARAHARI, LLC
301 Grant Street, Suite 270
Pittsburgh, Pa 15219
(412) 626-5570 Direct
dm@manesnarahari.com

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NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**LAWYER REFERRAL SERVICE – Allegheny County Bar Association
11th Floor Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 261-5555**

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COMPLAINT

NOW COMES the Plaintiff, Michael Molinaro, by and through his attorney, David M. Manes, Esq. of Manes & Narahari LLC, and files this Complaint alleging as follows:

PARTIES

1. Plaintiff, Michael Molinaro, is an adult individual with a primary residence located at 219 Ambridge Avenue, Fair Oakes, Pa 15003.
2. Defendant, The Township of Leet, is a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, located in Allegheny County, with its principal place of business at 194 Ambridge Avenue, Fair Oaks, Pa 15003.

FACTS

3. Plaintiff was hired as a Chief of Police in March 2021, as stated in the Agreement signed by Molinaro, Donna Adipietro (President), and Betsy Rengers (Manager).

4. This Agreement went into effect as of March 8, 2021, and was to continue to be effective through March 8, 2026.

5. During Molinaro's employment with the Township, he had no warnings or disciplinary actions and was successful in his role.

6. Molinaro was to be the Chief of Police through his date of hire until March 8, 2026.

7. However, Molinaro's employment was terminated without just cause on July 25, 2022- which is 3 years, 1 month, and 2 days before the expiration of the contract.

8. For the time period of July 26, 2022 through March 8, 2023, Plaintiff's hourly wage would equate to \$35.58 per hour:

a. Plaintiff would have worked an additional 1,808 hours

i. $1,808 \text{ hours} \times \$35.58 \text{ per hour} = \underline{\$64,328.64}$

b. Plaintiff had 5 weeks of vacation time, 25 shifts at 8 hours each

i. $25 \text{ shifts} \times 8 \text{ hours} = 200 \text{ hours}$

ii. $200 \text{ hours} \times \$35.58 = \underline{\$7,116}$

c. Plaintiff had 30 unused sick days, 8 hours each

i. $30 \text{ days} \times 8 \text{ hours} = 240 \text{ hours}$

ii. $240 \text{ hours} \times \$35.58 \text{ per hour} = \underline{\$8,539.20}$

d. Plaintiff would have also received a uniform allowance of \$750

e. Plaintiff would have received benefits in the amount of \$10,000

f. Plaintiff would have received \$300 in his 457 Retirement Plan

g. Plaintiff received a \$97 per month allowance towards his cell phone bill

i. $\$97 \times 6 \text{ months} = \underline{\$582}$

9. For the time period of July 26, 2022 through March 8, 2023, Plaintiff would have received \$91,615.84 in compensation.

10. For the time period of March 8, 2023 through March 8, 2024, Plaintiff's yearly salary would be \$75,000 per year. His hourly wage would equate to \$36.06 per hour:

- a. Plaintiff's yearly salary would have been \$75,000
- b. Plaintiff had 5 weeks of vacation time, 25 shifts at 8 hours each
 - i. 25 shifts x 8 hours = 200 hours
 - ii. 200 hours x \$36.06 = \$7,212
- c. Plaintiff had 30 unused sick days, 8 hours each
 - i. 30 days x 8 hours = 240 hours
 - ii. 240 hours x \$36.06 per hour = \$8, 654.40
- d. Plaintiff would have also received a uniform allowance of \$750
- e. Plaintiff would have received benefits in the amount of \$10,000
- f. Plaintiff would have received \$300 in his 457 Retirement Plan
- g. Plaintiff received a \$97 per month allowance towards his cell phone bill
 - i. \$97 x 12 months = \$1,164.00

11. For the time period of March 8, 2023, through March 8, 2024, Plaintiff would have received \$103,080.40 in compensation.

12. For the time period of March 8, 2024 through March 8, 2025 Plaintiff's yearly salary would be \$76,000 per year. His hourly wage would equate to \$36.54 per hour:

- a. Plaintiff's yearly salary would have been \$76,000
- b. Plaintiff had 5 weeks of vacation time, 25 shifts at 8 hours each
 - i. 25 shifts x 8 hours = 200 hours

- ii. $200 \text{ hours} \times \$36.54 = \underline{\$7,308}$
- c. Plaintiff had 30 unused sick days, 8 hours each
 - i. $30 \text{ days} \times 8 \text{ hours} = 240 \text{ hours}$
 - ii. $240 \text{ hours} \times \$36.54 \text{ per hour} = \underline{\$8,769.60}$
- d. Plaintiff would have also received a uniform allowance of \$750
- e. Plaintiff would have received benefits in the amount of \$10,000
- f. Plaintiff would have received \$300 in his 457 Retirement Plan
- g. Plaintiff received a \$97 per month allowance towards his cell phone bill
 - i. $\$97 \times 12 \text{ months} = \underline{\$1,164.00}$

13. For the time period of March 8, 2024, through March 8, 2025, Plaintiff would have received \$104,291.60 in compensation.

14. For the time period of March 8, 2025 through March 8, 2026 Plaintiff's yearly salary would be \$77,000 per year. His hourly wage would equate to \$37.02 per hour:

- a. Plaintiff's yearly salary would have been \$77,000
- b. Plaintiff had 5 weeks of vacation time, 25 shifts at 8 hours each
 - i. $25 \text{ shifts} \times 8 \text{ hours} = 200 \text{ hours}$
 - ii. $200 \text{ hours} \times \$37.02 = \underline{\$7,404}$
- c. Plaintiff had 30 unused sick days, 8 hours each
 - i. $30 \text{ days} \times 8 \text{ hours} = 240 \text{ hours}$
 - ii. $240 \text{ hours} \times \$37.02 \text{ per hour} = \underline{\$8,884.80}$
- d. Plaintiff would have also received a uniform allowance of \$750
- e. Plaintiff would have received benefits in the amount of \$10,000
- f. Plaintiff would have received \$300 in his 457 Retirement Plan

g. Plaintiff received a \$97 per month allowance towards his cell phone bill

i. $\$97 \times 12 \text{ months} = \underline{\$1,164.00}$

15. For the time period of March 8, 2025 through March 8, 2026, Plaintiff would have received \$105,502.80 in compensation.

16. Total, Plaintiff is owed \$404,490.64.

CAUSES OF ACTION

Count I – Breach of Contract

17. The averments contained in the preceding paragraphs are incorporated herein as though set forth at length.

18. Plaintiff and Defendant had entered into a valid Employment Contract. See Exhibit 1.

19. It is clear the parties openly manifested their intention to be bound by the terms of the contract, with sufficiently definite terms to be specifically enforced.

20. Defendant breached its duty imposed by the employment contract when it terminated Plaintiff's employment without just cause on July 25, 2022.

21. The contract stated that Plaintiff was to continue working as Chief of Police until March 8, 2026.

22. Defendant breached its employment contract with Plaintiff.

23. Plaintiff suffered damages in the amount of \$404,490.64 as a result of Defendant's actions.

WHEREFORE, Plaintiff hereby requests that this Honorable Court consider the above and enter judgment in favor of the Plaintiff and against the Defendant in excess of arbitration limits. Additionally, Plaintiff requests that this Honorable Court grant relief in the form of front

pay, back pay, liquidated damages, attorneys' fees, and any other relief available in law or at equity as this Honorable Court sees fit.

Respectfully Submitted,

/s/ David M. Manes

David M. Manes, Esq.

PA ID No. 314661

Manes & Narahari, LLC

301 Grant Street, Suite 270

Pittsburgh, PA 15219

(412) 626-5570 Direct

(412) 650-4845 Fax

dm@manesnarahari.com

VERIFICATION

I, Michael Molinaro, make this verification and state the averments of fact set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.

I understand that the statements therein are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.



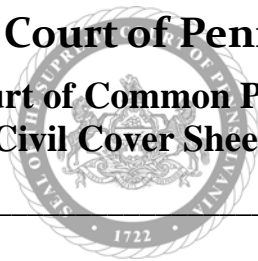
Michael Molinaro

02/01/2024

Date

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet



_____ County

For Prothonotary Use Only:

Docket No: _____

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- Complaint Writ of Summons Petition
 Transfer from Another Jurisdiction Declaration of Taking

Lead Plaintiff's Name: _____

Lead Defendant's Name: _____

Are money damages requested? Yes No

Dollar Amount Requested: within arbitration limits
(check one) outside arbitration limits

Is this a *Class Action Suit*? Yes No

Is this an *MDJ Appeal*? Yes No

Name of Plaintiff/Appellant's Attorney: _____

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (does not include mass tort)
 Slander/Libel/ Defamation
 Other: _____

MASS TORT

- Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other: _____

PROFESSIONAL LIABILITY

- Dental
 Legal
 Medical
 Other Professional: _____

CONTRACT (do not include Judgments)

- Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other

 Employment Dispute:
 Discrimination
 Employment Dispute: Other

 Other:

REAL PROPERTY

- Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other: _____

CIVIL APPEALS

- Administrative Agencies
 Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other

 Zoning Board
 Other:

MISCELLANEOUS

- Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations
 Restraining Order
 Quo Warranto
 Replevin
 Other: _____

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.