

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

JASON PETERS,

Plaintiff,

v.

UNIVERSITY OF PITTSBURGH,

Defendant.

C.A. No.

No.

JURY TRIAL DEMANDED

COMPLAINT

I. INTRODUCTION

1. In 2002, Plaintiff Jason Peters was hired as an Assistant Wrestling Coach at the University of Pittsburgh (“Pitt”). In 2013, he became Head Wrestling Coach, a position he held until January 19, 2017, when Pitt terminated him. In discharging Peters, Pitt breached his employment contract and denied wages and benefits due and owing under his contract in violation of Pennsylvania’s Wage Payment and Collection Law, 43 P.S.A. § 260.1 *et. seq.*; deprived him of liberty and property without due process under the Fourteenth Amendment of the Constitution of the United States in violation of 42 U.S.C. § 1983; and denied his right to make and enforce contracts free from race discrimination in violation of 42 U.S. C. § 1981.

II. VENUE

2. Venue is proper in this Court pursuant to Pa.R.Civ.P. 1006 and 2179 since the events and occurrences that gave rise to Peters’ claims occurred in Allegheny County, and because Pitt’s principal place of business is in Allegheny County.

III. PARTIES

3. Plaintiff, Jason Peters (“Plaintiff” or “Peters”), is an African-American adult male who at all times relevant to this action lived in Allegheny County, Pennsylvania.

4. Defendant, the University of Pittsburgh (“Defendant” or “Pitt”), is a state-related university organized under the laws of the Commonwealth of Pennsylvania with its principal place of business at 4200 Fifth Avenue, Pittsburgh, PA 15260.

IV. FACTS

5. Peters has a long history in scholastic and collegiate wrestling.

6. In 1992, while a Hershey High School student, Peters became state 160 lbs. champ.

7. Peters wrestled in college at East Stroudsburg University, then a Division I program, where he qualified for the Nationals, earned All-Conference honors, and was an Eastern Intercollegiate Wrestling Association finalist.

8. From 1998 to 2001, Peters worked as an Assistant Wrestling Coach at Princeton.

9. In 2001, he became an Assistant Wrestling Coach at Harvard.

10. In 2002, Pitt Wrestling Coach Randy Stottlemeyer hired Peters as his assistant.

11. From 2003 through 2009, Peters served as Stottlemeyer’s Head Assistant and Recruiting Coordinator.

12. In 2010, Peters was named Associate Head Coach and Recruiting Coordinator.

13. In 2012, Plaintiff became Pitt’s Head-Coach-In-Waiting when Stottlemeyer announced that he was stepping down in 2013.

14. During Stottlemeyer’s and Peters’ joint tenure, Pitt’s Wrestling Team enjoyed great success, producing 24 Eastern Wrestling League Champions, 12 NCAA All-Americans and one National Champion.

15. On April 15, 2013, when Stottlemeyer left, Pitt named Peters as Head Coach.

16. In a press release, then Athletic Director (“AD”) Steve Pederson stated, “...we could not make a better choice than to elevate Jason to the role of head wrestling coach at Pitt.”

17. Pitt and Peters entered into a written employment contract in 2014.

18. In 2014, *Amateur Wrestling News* named Peters its “Rookie Coach of the Year.”

19. During Peters’ tenure, Pitt’s Wrestling Team was ranked in the Top 25 for 91-consecutive weeks.

20. While Peters was Head Coach, the Wrestling Team won its first Atlantic Coast Conference (“ACC”) Championship, produced its first ACC individual champion, its first ACC Wrestler of the Year, multiple All-Americans, and an NCAA National Finalist.

21. On December 22, 2015, Pitt’s new AD Scott Barnes (“Barnes”) drafted an Amended and Restated Employment Contract (“Amended Contract”), which Barnes (on behalf of Pitt) and Peters signed. (A copy of the Amended Contract is attached as **Exhibit A**).

22. The term of the Amended Contract ran from July 1, 2015 until June 30, 2019. (Ex. A, p. 1).

23. [REDACTED]

24. At all relevant times, Peters performed his job well, received positive evaluations, and otherwise fulfilled his obligations under the Amended Contract.

A. The Evanston Holiday Tournament

25. In December 2016, Peters, accompanied by his wife and children, travelled with Pitt's Wrestling Team to Evanston, Illinois for a two-day tournament.

26. During the tournament, Pitt's coaches and team were lodged in an Evanston hotel.

27. Peters and his family were housed in a room on the 6th floor of the hotel, and the other coaches and wrestlers were housed in rooms on the 5th floor.

28. [REDACTED]

[REDACTED]

29. [REDACTED]

[REDACTED]

[REDACTED]

30. [REDACTED]

31. [REDACTED]

[REDACTED]

32. [REDACTED]

[REDACTED]

33. [REDACTED]

[REDACTED]

34. [REDACTED]

[REDACTED]

35. [REDACTED]

[REDACTED]

36. [REDACTED]
[REDACTED]
[REDACTED].

37. [REDACTED]
[REDACTED].

38. [REDACTED].

B. Post-Tournament Events

39. [REDACTED]
[REDACTED].

40. [REDACTED]
[REDACTED]
[REDACTED].

41. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

42. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

43. From January 5 through January 13, 2017, neither Bowman nor anyone else from the Athletic Department contacted Peters nor said anything further about events in Evanston.

44. [REDACTED]

45. [REDACTED]

46. [REDACTED]

47. [REDACTED]

C. Pitt Terminates Peters in Violation of the Amended Contract

48. Despite Bowman’s assurances, when AD Barnes, Deputy AD for Internal Affairs Dan Bartholomae (“Bartholomae”) and Bowman met with Peters later that day things changed.

49. Without offering any explanation, AD Barnes told Peters, “We decided to suspend you for a match for tomorrow,” and instructed Peters to stay away from the 13-team tournament scheduled at Pitt the next day.

50. Later, on January 15 or 16, 2017, Bowman instructed Peters not to attend a monthly Head Coaches’ meeting scheduled with AD Barnes on Tuesday, January 17, 2017.

51. On January 17, 2017, Peters again met with Bowman and Bartholomae. Contrary to his prior assurances, Bowman now turned against Peters, contending that Peters had not “properly responded” in Evanston. Bowman and Bartholomae said they’d get back to Peters.

52. On January 19, 2017, Bowman, Wendy Meyers, from the Athletic Department, and a male staff member (name unknown) from Human Resources presented Peters with a termination letter, in which it was alleged that Peters “intentionally withheld information” and that Pitt had “just cause” for termination under the Amended Contract.

53. At no time before presenting Peters with this termination notice did AD Barnes, Bowman, Bartholomae, Meyers or anyone else from the Athletic Department or Pitt describe the allegations against him and/or show him any evidence, if there was any, to support them, or detail the reasons why Pitt believed it had “just cause” for termination under the Amended Contract, and they failed to provide Peters with reasonable notice of the charges against him and an opportunity to respond to them.

54. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

55. No act or omission of Peters falls within any of these definitions of “just cause.”

56. Pitt never offered Peters notice and a hearing or a meaningful opportunity to respond to the allegations or an opportunity present his defense or appeal his termination.

57. After Peters’ discharge, Pitt hired Keith Gavin, a white male, to replace Peters as Head Wrestling Coach.

V. CAUSES OF ACTION

COUNT I — Breach of Contract

58. Peters incorporates the above paragraphs as if fully set forth herein.

59. [REDACTED]

[REDACTED]

[REDACTED]

60. [REDACTED]

61. On January 19, 2017, Pitt terminated Peters without “just cause” within the meaning of ¶ 13(A) of the Amended Contract.

62. By terminating Peters without “just cause” and refusing to pay him as the Amended Contract required in such circumstances, Pitt breached the Amended Contract.

63. By terminating Peters and falsely claiming that “just cause” existed for termination (and thereby avoid paying him amounts due and owing), Pitt breached the Amended Contract and implied covenant of good faith and fair dealing.

64. [REDACTED]

COUNT II — 43 P.S.A. § 260 Wage Payment and Collection Law (“WPCL”)

65. Peters incorporates the foregoing paragraphs as if fully set forth herein.

66. As alleged, under the Amended Contract on December 22, 2015, effective July 1, 2015 to June 30, 2019, Pitt was obligated to pay certain unpaid wages (characterized as “liquidated damages”) if it discharged Peters without “just cause.”

67. Although Pitt terminated Peters without “just cause,” it has failed to pay him wages due under the Amended Contract.

68. The monies owed under the Amended Contract are “wages” within the meaning of the WPCL. 43 P.S.A. § 260.2a.

69. In addition to providing for the recovery of unpaid wages and benefits, the WPCL provides for recovery of “liquidated damages” in the amount of 25% of wages and benefits due. 43 P.S. § 260.10.

70. The WPCL also provides for recovery of costs and reasonable attorneys’ fees. 43 P.S. §260.9a.

71. As a result of Pitt’s wrongful acts, Peters is entitled to recover unpaid wages and benefits, liquidated damages in the amount of 25% of wages and benefits due, reasonable attorneys’ fees and costs.

**COUNT III — 42 U.S.C. § 1983:
Fourteenth Amendment Deprivation of Property**

72. Peters incorporates all of the above paragraphs as though fully set forth herein.

73. Peters, as an employee at a state-affiliated institution with an employment contract for a specified term, had a “property interest” in his continued employment.

74. Pitt, a state-affiliated institution acting under color of state law, unlawfully deprived Peters of his property interest by unilaterally and willfully terminating him in violation of the Amended Contract, when the harm to Peters from such action was foreseeable.

75. Pitt’s unilateral termination of Peters’ employment under such circumstances arbitrarily deprived Peters of his property interest without due process of law, in violation of the Fourteenth Amendment of the United States Constitution.

76. As a direct and proximate result of Pitt's actions, Peters has suffered economic and non-economic damages, including lost wages and benefits, pain, suffering, embarrassment and humiliation.

**COUNT IV — 42 U.S.C. § 1983:
Fourteenth Amendment Liberty Interest**

77. Peters incorporates all of the above paragraphs as though fully set forth herein.

78. Peters, as an employee of a state-affiliated institution, had a liberty interest in his good name and ability to pursue the occupation of his choice.

79. Upon terminating Peters, Pitt publicized the dismissal and alleged reasons for it.

80. Pitt issued a press release announcing Peters' termination.

81. Pitts also made statements, which were reported in the media, falsely indicating the termination was the result of wrongdoing by Peters.

82. For instance, according to a January 19, 2017 *Pittsburgh Post-Gazette* article, Pitt confirmed Peters' termination, and it issued a statement claiming:

On the morning of January 13, the Pitt Athletic Department became aware of an incident that took place during the wrestling team's trip to Illinois for a competition on December 29–30. An investigation was immediately launched and, while the details of that process will remain private, the university was compelled by its findings to make a change in the program's leadership.

<http://www.post-gazette.com/sports/Pitt/2017/01/19/Wrestling-coach-Jason-Peters-is-no-longer-with-Pitt/stories/201701190213>

83. Pitt infringed on Peters' liberty interest by terminating his employment in a manner that damaged Peters' good name, reputation, and standing in the academic and athletic communities and foreclosed Plaintiff's freedom to take advantage of other employment opportunities.

84. Pitt, a state-affiliated institution acting under color of state law, deprived Plaintiff of his liberty interest without due process in violation of the Fourteenth Amendment of the United States Constitution.

85. As a direct and proximate result of Pitt's actions, Peters has suffered, and continues to suffer, economic and non-economic damages, including lost wages and benefits, damage to his reputation, pain, suffering, embarrassment and humiliation.

**COUNT V — 42 U.S.C. § 1983:
Fourteenth Amendment Procedural Due Process**

86. Peters incorporates all of the above paragraphs as though fully set forth herein.

87. Peters, as an employee at a state-affiliated institution with an employment contract for a specified term, had a "property interest" in his continued employment.

88. Pitt, a state-affiliated institution acting under color of state law deprived Peters of his property right without due process of law by denying him notice and a hearing, or the opportunity to respond to the allegations against him, or to appeal the decision prior to his termination, in violation of the Fourteenth Amendment to the United State Constitution.

89. As a direct and proximate result of Pitt's actions, Peters has suffered, and continues to suffer, economic and non-economic damages, including lost wages and benefits, damage to his reputation, pain, suffering, embarrassment and humiliation.

**COUNT VI — 42 U.S.C. § 1981:
Racial Discrimination**

90. Peters incorporates all of the above paragraphs as though fully set forth herein.

91. As an African-American, Peters is a racial minority.

92. Although it lacked "just cause," Pitt terminated Peters and has refused to pay him.

93. Caucasian coaches at Pitt have not faced termination in similar situations

[REDACTED].

94. Caucasian coaches at Pitt involved in similar situations [REDACTED]

[REDACTED] have continued to be paid by the University.

95. Moreover, Caucasian coaches at Pitt and Athletic Department administrators have not faced termination in situations involving their *own* alleged misconduct.

96. For instance, [REDACTED]

[REDACTED].

97. Nonetheless, in contrast to its treatment of Caucasian employees in the Athletic Department, Pitt deprived Peters of a hearing and chance to respond, rapidly terminated him, and falsely claimed the termination was supported by “just cause”.

98. After terminating Peters, Pitt replaced him with a white, male coach.

99. In taking these acts, Pitt intentionally discriminated against Peters based on race.

100. Peters has a statutory right to be free from race discrimination in the termination of his employment contract. See 42 U.S.C. § 1981.

101. Peters’ right to be free of racial discrimination has been denied because he was discharged and otherwise discriminated against on the basis of his race.

102. As a result of this discrimination, Peters has suffered, and continues to suffer, economic and non-economic damages, including lost wages and benefits, damage to his reputation, pain, suffering, embarrassment and humiliation.

VI. PRAYER FOR RELIEF

WHEREFORE, Peters prays that this Court will:

- a) Enter judgment against Pitt;
- b) Declare that Pitt breached its employment contract with Peters;
- c) Declare that Pitt violated the Pennsylvania Wage Payment and Collection Law (43 P.S.A. § 260.1 *et. seq.*) by terminating his employment and failing to pay him amounts due under his employment contract; that Pitt acted without good faith or reasonable grounds; and that Peters is entitled to liquidated damages;
- d) Declare that Pitt violated Peters' constitutional rights under the Fourteenth Amendment of the United States Constitution;
- e) Declare the Pitt violated Peters' right to be free from discrimination under 42 U.S.C. § 1981;
- f) Reinstate Peters to his position or, in the alternative, award him front pay;
- g) Enjoin Pitt from further infringement upon Peters' constitutional rights and direct Pitt to take such other action as necessary to repair the damage to Peters' reputation;
- h) Make Peters whole and award him compensatory damages including, but not limited to, amounts for pain, suffering, embarrassment, humiliation, losses to reputation, lost earnings and benefits, and lost future earnings potential;
- i) Award Peters liquidated damages pursuant to the Pennsylvania Wage Payment and Collection Law;
- j) Award Peters attorneys' fees and costs pursuant to 42 U.S.C. § 1988, 43 P.S. § 260.9a, and any other applicable law;
- k) Award Peters pre- and post-judgment interest as provided by law; and
- l) Award Peters such other relief, at law or in equity, as this Court deems proper.

DEMAND FOR JURY TRIAL

Peters demands a jury trial on all claims so triable.

Respectfully submitted,

Dated: June 4, 2018

/s/John Stember

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