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

CHELSEA ZAHN, Plaintiff, v. PITTSBURGH STEELERS, LLC Defendant.	)	Case 2:26-cv-00063-NR Judge J. Nicholas Ranjan *Electronically Filed*

DEFENDANT'S BRIEF IN SUPPORT OF ITS MOTION TO DISMISS PLAINTIFF'S COMPLAINT

Defendant Pittsburgh Steelers, LLC ("Defendant" or the "Club"), by and through its undersigned counsel, hereby submits this Brief in Support of its Motion to Dismiss the Complaint filed by Plaintiff Chelsea Zahn ("Plaintiff"). As discussed more fully herein, Plaintiff has failed to state a viable claim under the Wage Payment and Collection Law ("WPCL"), 43 P.S. §§ 260.1-460.45. Defendant therefore respectfully requests Count 6 of Plaintiff's Complaint be dismissed in its entirety and with prejudice.

I. FACTUAL BACKGROUND[1]

The Club employed Plaintiff in its corporate sales department from August 2014 until she resigned to take a job with Live Nation Entertainment in September 2024. Doc. 1. During Plaintiff's 10-year employment with the Club, the Club promoted her four times: first, from Marketing and Youth Football Intern to Partnership Activation Assistant in 2014; then, to Partnership Activation Specialist in 2015; next, to Partnership Activation Manager in 2017; and, ultimately, to Corporate Partnership Sales Manager in 2022. *Id.* ¶¶ 13-16.

[1] Although the following facts are accepted as true only for purposes of the instant motion, the Court "need not credit bald assertions" or "legal conclusions masquerading as factual conclusions." *Anspach ex rel. Anspach v. City of Phila., Dep't of Pub. Health*, 503 F.3d 256, 260 (3d Cir. 2007).

Plaintiff was paid well for the work she did for the Club. Her compensation had two components: a base salary consistent with similarly situated employees and a discretionary annual bonus. Doc. 1 ¶ 20. Eligibility for the bonus was set forth in Plaintiff's offer letter:

> You will be eligible for a discretionary bonus based on Company, department and individual performance. Any discretionary bonus awarded will be paid after the end of the season.

A copy of this offer letter is attached as Exhibit A.[2]

In September 2024, Plaintiff announced her intent to resign to accept a position with Live Nation Entertainment. Doc. 1 ¶ 34. Plaintiff's resignation occurred in the middle of the 2024-2025 season, which generally runs from March through February. *Id.* At the time, Plaintiff had ~$1.8 million in new business for the year. *Id.* While not required, the Club indicated it would pay Plaintiff a discretionary bonus at the end of the 2024-2025 season, reflective of the partial year that she worked. *Id.* ¶ 36. Consistent with the Club's representation, on or about February 13, 2025, the Club awarded and paid Plaintiff, who was now a former employee, a $50,000 bonus. *Id.* ¶ 41. The other sales managers, all of whom were male and who worked the entire year, received bonuses of $94,000, $63,500 and $34,000, respectively. *Id.* ¶ 42.

Despite working only half the season, Plaintiff apparently became upset she was not paid what she considered to be an appropriate bonus. Plaintiff threatened to sue the Club if it did not

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[2] In support of its Motion, the Club has attached a true and correct copy of documents that are relevant to Plaintiff's claims. In ruling on a motion to dismiss, a district court is generally precluded from considering matters "extraneous to the pleadings." *In re Burlington Coat Factory Sec. Litig.*, 114 F.3d 1410, 1426 (3d Cir. 1997). The Court, however, may properly consider "a document integral to or explicitly relied upon in the complaint" without converting the motion into one for summary judgment. *Id.*; *see also Pension Ben. Guar. Corp. v. White Consol. Indus., Inc.*, 998 F.2d 1192, 1196 (3d Cir. 1993) ("We now hold that a court may consider an undisputedly authentic document that a defendant attaches as an exhibit to a motion to dismiss if the plaintiff's claims are based on the document. Otherwise, a plaintiff with a legally deficient claim could survive a motion to dismiss simply by failing to attach a dispositive document on which it relied.").

pay her an additional $50,000. When the Club did not cede to her demands, Plaintiff dual-filed charges with the Pennsylvania Human Relations Commission ("PHRC") and the Equal Employment Opportunity Commission ("EEOC"), alleging discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e–2000e-17 ("Title VII"), and the Equal Pay Act of 1963 ("Equal Pay Act"), 29 U.S.C. § 206(d). After making no determination on the merits of Plaintiff's claims, the EEOC notified Plaintiff of her right to sue on November 18, 2025.

On January 13, 2026, Plaintiff commenced this action. Doc. 1. The Complaint asserts the following counts: (1) violation of the Equal Pay Act; (2) retaliation under the Equal Pay Act; (3) sex discrimination in violation of Title VII; (4) retaliation in violation of Title VII; (5) violation of the Pennsylvania Human Relations Act; and (6) violation of the WPCL. *Id.*

The Club moves to dismiss Count 6 of the Complaint.

II. LEGAL STANDARD

The Club moves to dismiss the Complaint pursuant to Fed. R. Civ. P. 12(b)(6). "To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)) (internal quotations omitted). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Id.* (citing *Twombly*, 550 U.S. at 556). "Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice." *Id.* (citing *Twombly*, 550 U.S. at 555). A court is "not compelled to accept unsupported conclusions and unwarranted inferences, or a legal conclusion couched as a factual allegation." *Wheeler v. Wheeler*, 639 F. App'x 147, 149 (3d Cir. 2016) (quoting *Morrow v. Balaski*, 719 F.3d 160, 165 (3d Cir. 2013)).

III. ARGUMENT

A. The Complaint Fails to Establish the Existence of a Contract Obligating the Payment of a Sales Bonus.

Plaintiff's WPCL claim should be dismissed because she fails to sufficiently allege one element that is key to such a claim: a contractual obligation. It is well settled that "the WPCL does not create a right to compensation. Rather it provides a statutory remedy when the employer breaches a contractual obligation to pay earned wages. The contract between the parties governs in determining whether specific wages are earned." *DeAsencio v. Tyson Foods, Inc.*, 342 F.3d 301, 309 (3d Cir. 2003) (citing *Antol v. Esposto,* 100 F.3d 1111, 1117 (3d Cir. 1996)).

Indeed, many courts – including this one – have confirmed that the "WPCL is available only for contract-based claims." *Barvinchak v. Indiana Reg'l Med. Ctr.*, No. CIV.A. 3:2006-69, 2007 WL 2903911, at *10 (W.D. Pa. Sept. 28, 2007); *see also Mavrinac v. Emergency Med. Ass'n of Pittsburgh*, No. 2:04 CV 1880, 2005 WL 2304995, at *8 (W.D. Pa. Sept. 21, 2005) ("The purpose of the Pennsylvania Wage Payment and Collection Law is to allow employees to recover wages and other benefits that have already been earned and are due from employers ***pursuant to existing agreements*** between the parties.") (emphasis added); *see also Wagner v. Pfizer, Inc.*, No. CV 22-4232, 2025 WL 1789645, at *9 (E.D. Pa. June 27, 2025) (citing *Sullivan v. Chartwell Inv. Partners, LP*, 873 A.2d 710, 716 (Pa. Super. 2005)) ("In order to successfully assert a claim for unpaid wages, an employee must prove that she was contractually entitled to those wages."). "Accordingly, a prerequisite for relief under the WPCL is a contract between employee and employer that sets forth their agreement on wages to be paid." *Lehman v. Legg Mason, Inc*., 532 F. Supp. 2d 726, 733 (M.D. Pa. 2007). Indeed, "relief under the WPCL is implausible without existence of a contract."

Where, as here, no formal agreement exists, a plaintiff must "establish, at a minimum, an implied oral contract between the employee and employer." *Braun v. Wal-Mart Stores, Inc*., 24 A.3d 875, 954 (Pa. Super. 2011). "Under Pennsylvania law, an implied contract arises when parties agree on the obligation to be incurred, but their intention, instead of being expressed in words, is inferred from the relationship between the parties and their conduct in light of the surrounding circumstances." *Oxner v. Cliveden Nursing & Rehab. Ctr. PA, L.P.*, 132 F. Supp. 3d 645, 649 (E.D. Pa. 2015).

Here, Plaintiff does not allege the existence of any written, implied, or oral contract governing the bonus at issue. According to the complaint, there was merely an "assurance" prior to her last day that she would receive a bonus, and a claim that she was "due" a specified amount. Doc. 1 ¶¶ 36, 86. These vague allegations fall far short of establishing a contractual obligation.

Importantly, Plaintiff's offer letter explicitly states that bonuses are discretionary. *See* Ex. A. By their very nature, discretionary bonuses do not create contractual rights. Courts have repeatedly held that discretionary bonuses generally preclude the formation of enforceable contractual rights, and that simply because an employee may be eligible for a bonus does *not* guarantee entitlement. *See Carlson v. Qualtek Wireless, LLC*, No. 22-2569, 2023 WL 5094566, at *5 (3d Cir. Aug. 9, 2023) (finding that a bonus labeled as "discretionary" and the amount of which was "potential bonus eligibility" was not guaranteed and could not form the basis of a WPCL claim); *RICOH USA, Inc. v. Schubert*, No. 23-456, 2023 WL 12241971, at *5 (E.D. Pa. Sept. 22, 2023) ("the eligibility for the awards is distinct from the discretion to provide the award."); *Stillman v. Temple University Health System*, 2017 WL 417186, at *5 (Pa. Super. Ct. Jan. 31, 2017) (eligibility for a bonus does not mean legally entitled to said bonus); *Zandier v. Babcock & Wilcox Const. Co. Inc*., No. 2:13–CV–459, 2015 WL 757480, at *18 (W.D. Pa. Feb.

23, 2015) (explaining that employees have no contractual right to a bonus if management can "decide to make no award if they so choose").

Further, Plaintiff's employment ended before the end-of-season bonus payments were made. No contractual right could have arisen from the Club's decision to provide a bonus to a former employee. *See Herbst v. Gen. Acc. Ins. Co.*, No. CIV. A. 97-8085, 1999 WL 820194, at *8 (E.D. Pa. Sept. 30, 1999) (finding that plaintiff was not entitled to bonus under WPCL where payment was within company's discretion and bonuses were not paid until after plaintiff's employment ended).

The law is clear. Without a contractual obligation, there can be no viable WPCL claim. Accordingly, given Plaintiff's failure to plead any contractual obligation – whether express, implied, or oral – her WPCL claim is inherently flawed and must be dismissed. *See Lehman*, 532 F. Supp. 2d at 733 (dismissing WPCL claim where plaintiff "has failed to plead the existence of a contract between himself and any [d]efendant."); *Drummond v. Herr Foods Inc.*, No. CIV.A. 13-5991, 2014 WL 80729, at *3 (E.D. Pa. Jan. 9, 2014) (dismissing WPCL claim where plaintiff failed to allege contractual obligations); *Barvinchak*, 2007 WL 2903911, at *11 (dismissing WPCL claim because plaintiff failed to "to sufficiently allege that any contract, express or implied, existed between the parties as necessary to assert a claim for wages under the WPCL."); *Mavrinac*, 2005 WL 2304995, at *8 (same).

B. Plaintiff Should Not Be Granted Leave to Amend.

Because Plaintiff's claims fail as a matter of law, there are no facts that could be pled into the four corners of the Complaint that would entitle Plaintiff to recovery. Thus, any further amendment should be denied as futile. "Futility" means that the complaint, as amended, would fail to state a claim upon which relief could be granted. *Se. Pa. Trans. Auth. v. Orrstown Fin. Servs., Inc.*, 335 F.R.D. 54, 61 (M.D. Pa. 2020), *aff'd*, 12 F.4th 337 (3d Cir. 2021). Because there

was no contractual agreement obligating the payment of a bonus, any amendment to Plaintiff's WPCL claim would be futile. Count 6 of Plaintiff's Complaint should therefore be dismissed with prejudice. *See, e.g.*, *Claude Worthington Benedum Found. v. Bank of N.Y. Mellon, Corp.*, No. 2:19-CV-132, 2020 WL 3316780, at *13 (W.D. Pa. June 18, 2020), *aff'd*, 849 F. App'x 36 (3d Cir. 2021) (finding that amendment would be futile where claim lacked legal basis, which could not be cured through amendment).

IV. CONCLUSION

For the foregoing reasons, Defendant Pittsburgh Steelers, LLC, respectfully requests that this Court dismiss Count 6 of Plaintiff's Complaint with prejudice.

Dated: March 24, 2026

Respectfully submitted,

BUCHANAN INGERSOLL & ROONEY PC

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CERTIFICATE OF SERVICE

I hereby certify that on March 24, 2026, a true and complete copy of the foregoing document was transmitted via CM/ECF to the Court for filing and for service upon the following:

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