COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. **SUPERIOR COURT**

Vinay Mehra,
Plaintiff,
v.

Boston Globe Media Partners, LLC,
Defendant.

COMPLAINT AND JURY DEMAND

Plaintiff Vinay Mehra, former President of Boston Globe Media Partners ("Boston Globe," the "Globe," the "Company," or "Defendant") from 2017 to 2020, brings this action for theft of his wages and breach of contract surrounding his unlawful termination from the Boston Globe. Defendant has refused to compensate Mr. Mehra in accordance with the terms of his agreement with the Globe and applicable wage laws. The Globe fired Mr. Mehra because he objected to potential wage violations and to avoid paying commission wages that he had earned. Following his termination, it breached the parties' contract and violated the Wage Act by failing to pay the agreed upon incentive compensation due to him for work performed and results achieved in the period leading to his discharge.

Consequently, Mr. Mehra pursues claims against the Globe for failure to pay wages owed in violation of the Massachusetts Wage Act, MGL ch. 149 § 148; retaliation in violation of the

Wage Act, MGL ch. 149 § 148A; and common law claims for breach of contract and breach of the covenant of good faith and fair dealing—and, alternatively, unjust enrichment.

INTRODUCTION AND SUMMARY

1. In 2017, Defendant hired Plaintiff Vinay Mehra as President of Boston Globe Media Partners. In the decade prior to the hire of Mehra, the Globe experienced unprofitable year after unprofitable year. The Globe's owners hired Mr. Mehra to turn the Company around and make it profitable.

2. To incentive Mehra to take on the challenge, the parties agreed to a compensation structure that included both salary and annual incentive pay. The incentive compensation was to be tied to the revenues he brought in and profits he generated in his role as President.

3. For the third calendar year of Mr. Mehra's tenure (2019) and thereafter, he was to receive a commission-based payment of 5% of the Globe's profits beyond $5 million based on cash flow. This commission was to be calculated based on Mr. Mehra's efforts in cutting costs, raising revenue, and generating profit in his role as President of the Company.

4. Mr. Mehra began working as the Globe's President in July 2017. In addition to generally running all aspects of the business, his responsibilities included identifying and implementing various cost-cutting measures and directly soliciting millions of dollars in corporate contributions to the Globe's projects and endeavors. He was the ultimate individual responsible for increasing the Globe's revenues and profits and improving its overall financial position.

5. Mr. Mehra diligently carried out his mandate to make the Globe profitable. Based upon his efforts and strong performance, the Boston Globe became highly profitable in 2019, bringing in tens of millions of dollars in profit. Boston Globe leadership, including the corporate owners John and Linda Henry, lauded Mr. Mehra's performance and the results he had achieved.

6. Unfortunately, Mr. Mehra became the victim of his own success when the Globe did not want to honor its compensation obligations to him.

7. Despite reaping the fruits of Mr. Mehra's labor, management balked at paying him the full commission owed to him for 2019. By early 2020, the amount of the commission had become definitively determined and the commission wages were due and payable. But, David Carrillo—a Company officer and CFO of the Henry Organization—resisted complying with the law and paying Mehra what was owed to him. Carrillo asserted that the payout was "too rich" and that the owners were very upset at having to pay it.

8. Instead of honoring its legal obligations, the Globe threatened to terminate Mr. Mehra if he did not accept a lesser amount in lieu of what was actually due to him.

9. Mr. Mehra objected to the Globe's attempt to renege on its wage payment obligations, refused to accept a reduced commission, and insisted on payment in full. In early 2020, the Globe reluctantly paid him his full commission of approximately $1.435 million for 2019.

10. The Boston Globe retaliated against Mr. Mehra for protesting its violations of the wage act. It issued an ultimatum to Mr. Mehra: accept a reduction in the incentive compensation for 2020 and successive years or be fired. Mr. Mehra asserted that this proposal was unfair and violated the parties' contractual agreement regarding his wages. More than two months into 2020, the Globe proceeded to unilaterally slash his designated incentive compensation for that year under the threat of termination.

11. In June 2020, it became apparent that—under Mr. Mehra's leadership—the Globe was going to have another highly successful year, with profits projected to equal or exceed those of 2019. On June 30, 2020, the Globe terminated Mr. Mehra in retribution for his protected activities, namely for objecting to any reduction to his commissions and seeking his rights to his

full wages under the Wage Act. The Globe also sought to prevent him from being able to collect commission wages that he had earned in 2020 and would have received had he remained employed.

12. But the Globe did not stop there. Out of retaliatory motives, the owners concocted a supposed "for cause" termination based upon a false and unfair description of events that were largely stale (occurring in prior years). The Globe had said nothing about most of these matters at the time that they occurred. In fact, during the same time period, the owners showered him with accolades for his performance and the results he had achieved.

13. The Globe used the fabricated, bad faith "for cause" label to harm Mr. Mehra's reputation, threaten him with baseless legal claims to deter him from pursuing his rights, and withhold his earned incentive compensation.

14. The Globe also refused to honor a severance entitlement owed under its severance plan.

15. Since the date of Mr. Mehra's termination, the Globe has not paid him his salary, commissions, or any other compensation and benefits that he would have received had he remained employed at helm of the Globe.

16. In March and April 2021, once the Globe's profits and losses for 2020 had been finalized and Mr. Mehra's commission for 2020 was calculable and due, Mr. Mehra contacted representatives of the Company to demand payment.

17. The Globe's compensation agreement with Mr. Mehra did not require that he be employed for an entire calendar year—or remain employed on the date that his incentive payment becomes due and payable—to be entitled to payment. The Globe also chose not to make its incentive payment void based upon a "for cause" termination (much less when that label is unsubstantiated and deployed in bad faith). To date, the Globe has failed to pay Mr. Mehra's

commission for 2020—despite multiple requests. Its failure and refusal to pay violates the Massachusetts Wage Act.

18. Pursuant to M.G.L. c. 149, § 148 and the parties' contractual agreement, Mr. Mehra is entitled to be paid his full 2020 incentive payment. The Globe's failure to pay his incentive wages entitles him to treble damages and penalties under the Wage Act.

19. Pursuant to M.G.L. c. 149, § 148A, Mr. Mehra is entitled to all compensation—including salary, commissions, and other pay and benefits owed to him from June 30, 2020 to the present based on his retaliatory termination—along with front pay for future losses, emotional distress damages, and other associated relief. He is entitled to treble damages and penalties under the Wage Act.

JURISDICTION

20. This Court has jurisdiction over Plaintiff's claims. Defendant resides in this County and is subject to this Court's jurisdiction. All claims arise out of Plaintiff's employment in this County and are brought under Massachusetts statutory and common law.

21. Plaintiff pursues a civil action for damages and relief over $50,000, satisfying this Court's jurisdictional threshold.

22. Plaintiff has satisfied all prerequisites and conditions necessary to seek the remedies sought in this action, including filing a Wage Act complaint with the Massachusetts Attorney General's Office and receiving a right to sue letter.

PARTIES

23. Plaintiff Vinay Mehra is an accomplished corporate executive and resident of Newton, Massachusetts. He was the President of Defendant Boston Globe Media Partners from July 2017 to June 30, 2020—when he was terminated in retaliation for protesting the Globe's

illegal withholding of his wages. Throughout this period, Mr. Mehra worked out of the Globe's corporate headquarters in Boston and was an employee as defined by M.G.L. c. 149, § 148B.

24. Defendant Boston Globe Media Partners, LLC is a Boston-based media conglomerate that owns various media outlets including *The Boston Globe* newspaper and related entities. Defendant's owners are John W. Henry and Linda Henry, who has also served as its CEO following Plaintiff's termination.

25. At all times relevant to this Complaint, Defendant was a corporation licensed to do business under the laws of Massachusetts with a principal place of business at 1 Exchange Place, Boston, Massachusetts, 02109, Suffolk County. Throughout Mr. Mehra's employment, Defendant was his employer as defined by M.G.L. c. 149.

FACTUAL ALLEGATIONS

26. As of 2017, the *Boston Globe* newspaper and its parent company Defendant Boston Globe Media Partners had been unprofitable for approximately fifteen successive years. In fact, it had lost money each year since 2013, when owners John and Linda Henry acquired the paper.

27. To save the organization, corporate leadership—including the Henrys—hired Plaintiff Vinay Mehra as President. Mr. Mehra had an extensive background in corporate management and financial stewardship—including as Executive Vice President and CFO of Politico (2 years), CFO of GBH (7 years), CEO of Venture Capital Careers (8 years), and Senior Manager at PriceWaterhouseCoopers (nearly 10 years).

28. Given Mr. Mehra's mandate to make the Globe into a profitable enterprise, the parties negotiated a compensation structure designed to reward him for increasing its revenues and generating profits. The package included a combination of salary and incentive pay. These incentives initially consisted of a lump-sum payment for 2017 ($100,000 guaranteed) and 2018

($500,000 contingent on the Company breaking even financially). Beginning in 2019, once Mr. Mehra had sufficient time on the job to turn the Company around and make it profitable, he would receive a more lucrative commission-based payment.

29. Specifically, starting in 2019, Mr. Mehra was to receive an annual commission of 5% of the Company's profits beyond $5 million—directly tied to his successes as President in driving revenue and profit. The Globe did not require that he remain employed at the time the incentive became due and payable, nor at the time that the commission was calculated and paid.

30. The Globe agreed that Mr. Mehra would be entitled to the incentive payment by virtue of his efforts to bring in revenue and improve the Company's financial position. The incentive was a non-discretionary wage that was definitively determined and due when the Globe's annual profits were finalized.

31. Based on the Globe's agreement to this compensation package, Mr. Mehra left his employment at Politico to work at the Globe. In reliance on the negotiated terms, he gave up a comparatively less lucrative $350,000 incentive payment that Politico would have owed him at the end of 2017.

32. Mr. Mehra began his tenure as President of Boston Globe Media Partners in July 2017 and immediately hit the ground running to transform how the business operated, bring in new revenues, and cut costs.

33. For the partial year of 2017, Defendant was unable to pay Mr. Mehra his full guaranteed incentive payment. In solidarity with other employees, Mr. Mehra accepted a $40,000 cut to his award and received only $60,000 of the $100,000 to which he was entitled.

34. Thereafter, Mr. Mehra continued to work diligently to bring in new revenues and improve the Globe's cash flow. His duties as President included efforts to increase subscribers to

the Globe's various media outlets and platforms, bring in advertising dollars, and solicit corporate sponsorships and partnerships. In doing so, he generated millions of dollars in revenue and profits. For example, in 2020, Mr. Mehra landed a 1.5 million contribution from Harvard Pilgrim. He also shifted the focus of the Globe's reporting to be more strategic, to prioritize the paper's strengths, and to drive viewership.

35. In tandem with bringing in new revenue streams, Mr. Mehra also worked to cut costs. He studied and analyzed the Globe's operations, proposed a radical rethinking of its cost structure, and developed a comprehensive strategy. His efforts yielded key cost-cutting solutions, which he either implemented himself or through subordinates that he personally appointed and directed. He also identified areas for negotiating with the union and oversaw the negotiations.

36. Mr. Mehra pushed to execute $10 million in expense cuts for 2019 through a combination of targeted layoffs, reduction in vendor costs, reduction in distribution costs, and other measures. In an email from September 2018, owner John Henry wrote to the Globe's Senior Vice President of Print Operations Arch Carpenter: "The cost reductions you have brought about are almost as amazing as the production results you've brought about. We remain extremely grateful and I'm extremely grateful to Vinay for talking you into taking this on."

37. Mr. Mehra's endeavors as President paid off handsomely. As a result of his dual efforts to augment revenues and cut costs, the Globe became highly profitable after years of floundering. In 2018, it ended the year with a positive EBITDA of over $10 million. For 2019, it had positive cash flow of tens of millions of dollars—resulting in an incentive payment to Mr. Mehra of approximately $1.435 million.

38. On September 1, 2019, Globe owner John Henry sent an email to Mr. Mehra and several other individuals to say "how much I appreciate your efforts in turning around the Globe."

"In summary," he stated, I'm very, very happy with the direction we are headed in and the tremendous gains we have made with regard to enlightened leadership at the Globe. It was long overdue!"

39. Mr. Henry's gratitude did not translate into a willingness to honor the Globe's promises and compensation obligations. Globe ownership was very happy about the results Mr. Mehra had achieved, but it preferred to keep those profits to itself.

40. As Globe executive and Henry Organization CFO David Carrillo reported to Mr. Mehra in December 2019, Mr. Henry was "shocked" by the amount of the commission and Mr. Mehra's resulting overall anticipated compensation for the year.

41. Mr. Carrillo also told Mr. Mehra that the estimated commission was "too rich" and that Mr. Henry "wouldn't be happy" to pay it. Although Mr. Henry indicated that Mr. Mehra "is having a great year and deserves something special this year," he bafflingly stated that the total compensation that Mr. Mehra had earned "doesn't fit with our current executive comp structure or our bottom line." Mr. Carrillo also suggested that he and Mr. Henry had discussed "alternative criteria to incentivize executives." These representations indicated that the Globe was prepared to breach its agreement with Mr. Mehra and violate the Wage Act by failing to pay his earned wages.

42. As discussions ensued, Mr. Carrillo began to pressure Mr. Mehra to give up part of his commission to placate Mr. Henry. This tactic was intended to avoid violations of the Wage Act by pressuring Mr. Mehra to "voluntarily" agree to the violations.

43. The pressure campaign did not work. Mr. Mehra objected and insisted that the Globe live up to the promises in his compensation agreement—i.e. an incentive payment of 5% of its profits. Mr. Mehra clearly stated that he expected to be paid this amount.

44. After conferring with the owners, Mr. Carrillo then informed Mr. Mehra that Mr.

Henry said that he should be fired for his supposed "greed" in insisting on being paid what he was entitled to and being unwilling to take less. Mr. Henry's words are evidence of retaliatory animus.

45. The Globe threatened to terminate Mr. Mehra and replace him with owner Linda Henry if he did not accept a lower commission in place of what he was owed. Yet, even while pressuring him to relent and to acquiesce in Wage Act violations, the Globe continued to recognize and praise his strong performance. For example, the Globe's owners lauded his performance on a telephone conference in February 2020.

46. Mr. Mehra strongly resisted and objected to the Company's pressure to reduce his commission below what was owed to him pursuant to the parties' compensation agreement and was not cowed by the owners' threats of termination.

47. In or about February 2020, the Globe begrudgingly paid the full commission earned for 2019. It quickly exacted punishment on Mr. Mehra for insisting on compliance with the law.

48. On February 28, 2020, the Globe presented Mr. Mehra with proposed revisions to his compensation agreement which would reduce his commissions percentages for 2020 and onward—reiterating that while Mr. Mehra had a "terrific year" in 2019, the resulting compensation deal was "too rich."

49. Mr. Mehra resisted these overtures, contending that the Globe should honor its obligations to him. The Globe dispensed with any pretense of negotiation and, in or about early March 2020, demanded a new compensation arrangement that slashed Mr. Mehra's commission percentage on pain of termination. There was no room for negotiation or compromise.

50. By June 2020, it became apparent that the Company was going to have another highly successful year, resulting in another lucrative commission for Mr. Mehra. In Mr. Mehra's understanding, the Globe's profits for the first half of the year exceeded $10 million.

51. On or about June 27, Mr. Mehra had a weekly call with Mr. Carrillo and the owners in which they reviewed the Company's financials. Based on the numbers, Mr. Henry stated that Mr. Mehra was "doing a fabulous job." Ms. Henry remarked that the paper was going to be profitable again that year, leading Mr. Henry to express his surprise and to wonder how the Globe had achieved this remarkable result even during the COVID-19 pandemic. Mr. Mehra responded that the business was now profitable because of cost cuts and stable revenues.

52. For example, under Mr. Mehra's leadership, operating costs for May 2020 alone were down by $710,000 (or 4 percent) from a comparable period the prior year. Numerous categories of expenses came in below budget and were significantly less than the prior year. Further, certain revenues increased from 2019.

53. Then, on June 30, 2020, the Globe suddenly dropped the axe—terminating Mr. Mehra in retaliation for his protected activity in insisting on his full wage payment for 2019 as well as to avoid paying him his commission for 2020. During the termination meeting, Ms. Henry made a point of stating that Mr. Mehra had done "tremendous things" for the Boston Globe and that she was very grateful for all that he had done.

54. But even this was not enough to satisfy the Globe's thirst for vengeance. To avoid paying him a four-month severance that would have otherwise been owed, Globe leadership improperly and disingenuously characterized his discharge as one "for cause." It concocted trumped-up allegations of unauthorized expenses to justify getting rid of an employee who insisted on being paid as required by the Wage Act. None of the accusations was substantiated and none warranted termination.

55. The vast bulk of these allegations about excessive or unauthorized expenses involved purported conduct that had occurred years before and was known or certainly should

have been known to the Globe. No one made them into terminable issues until the Globe needed a pretext to fire Mr. Mehra. For example, when Mr. Mehra began at the Globe in 2017, he leased a car for himself and other employees to use for Globe business, consistent with prior corporate practice. He also enrolled in a Bloomberg data subscription that was used as an important data source at the paper throughout his tenure and was not questioned until the Globe needed excuses to terminate him. The Globe even criticized Mr. Mehra for entertaining a key Company client at the Super Bowl in February 2019.

56. Similarly, Defendant made false and baseless accusations that Mr. Mehra had used its charitable "Feed the Frontline" program—an initiative created for healthcare workers to receive meals from local restaurants during the pandemic—to enrich himself and his family. The Globe knew full well that it had no legitimate basis for its wholly unfounded insinuations. Out of a motive to retaliate against and harm him, it levied them anyway.

57. In short, Mr. Mehra did not spend corporate funds inappropriately, much less engage in "willful disregard of Company policies and procedures" and/or "fraud, misappropriation, embezzlement or acts of similar dishonesty"—as alleged by the Globe. Nevertheless, Defendant memorialized the "for cause" termination in a formal letter of July 28, 2020 and refused to pay him a severance as a result.

58. In early 2021, the Globe's profits and losses for 2020 were finalized. All profits stemmed directly from Mr. Mehra's efforts while he was at the helm of the Company. Thus, by this time, Mr. Mehra's commission became definitively determined, owed, and due. Accordingly, Mr. Mehra contacted the Globe on March 30, 2021 and again on April 16, 2021 to request payment of his incentive compensation.

59. The Globe, refused, and has continued to refuse, to pay Mr. Mehra his incentive

compensation for 2020. Although the Globe apparently acknowledged that he is entitled to payment, it suggested that any payment must be made at the lower commission percentage that it attempted to impose in or about March 2020. It then proceeded to knowingly violate the law by refusing to pay Mr. Mehra anything at all.

60. Mr. Mehra's commission for 2020 is a non-discretionary payment, definitively determined in amount, not dependent on any contingencies, and conclusively owed and due. He earned the commission under his compensation agreement by generating substantial revenue and profit for the Company in 2020—including through extensive efforts during that year until his unjustified retaliatory firing.

61. Since Mr. Mehra's termination, Defendant has not paid him salary, commission, or any other compensation or benefits.

CAUSES OF ACTION

Count I

Massachusetts Wage Act-- Failure to Pay Wages Owed

62. Defendant's actions, as set forth above and incorporated by reference, violate M.G.L. c. 149, §§ 148 and 150.

63. Specifically, Defendant has unlawfully denied Mr. Mehra his rightful wages in the form of a commission for 2020. The amount of the commission has been definitely determined and became due and payable to Mr. Mehra by early 2021. Yet, Defendant has held out on paying for more than two years and running.

64. The Globe has unlawfully interfered with payment of Mr. Mehra's commission and taken unlawful actions to prevent and avoid payment of the commission.

65. Plaintiff is entitled to all remedies provided by the Wage Act, including treble

damages and attorney's fees and costs pursuant to M.G.L. c. 149, § 150.

Count II
Massachusetts Wage Act—Retaliation

66. Defendant's actions, as set forth above and incorporated by reference, violate M.G.L. c. 149, §§ 148A and 150.

67. Defendant penalized and retaliated against Mr. Mehra for seeking his rights under the Wage Act and for complaining about potential violations of the Act. In particular, Mr. Mehra insisted on his right to his full contractual commission owed to him for 2019 and refused to cow to the Globe's pressure and threats to accept less than the wages due to him. Mr. Mehra reasonably believed that reducing his earned commission and failing to pay the full amount, as the Company proposed, would be a violation of the Act.

68. Defendant first retaliated against Mr. Mehra by threatening him with termination and by attempting to slash his compensation for 2020, including the incentive percentage on work that he had already performed during the first two months of that year.

69. The Globe next retaliated against Mr. Mehra by firing him under false pretenses in June 2020. To add insult to injury, it willfully and disingenuously mischaracterized his termination as being "for cause" to deny him a contractual severance payment.

70. Finally, Defendant retaliated against Mr. Mehra by refusing to pay his commission owed for 2020.

71. Mr. Mehra is entitled to all remedies provided by the Wage Act, M.G.L. c. 149, § 148A and 150, including all wages and compensation due from June 30, 2020 to the date of judgment, front pay for future losses, treble damages, compensatory damages for emotional distress, and attorney's fees and costs. The Globe is also liable for civil penalties.

Count III

Breach of Contract

72. By virtue of the acts described above, Defendant breached its employment and compensation contract with Mr. Mehra, causing him to suffer damages.

73. First, pursuant to the terms of the parties' compensation agreement, Mr. Mehra was to receive an earnings-based commission for 2020. Mr. Mehra satisfied all specified conditions for this payment. Yet, when this compensation became owed and due, the Globe refused to pay.

74. Second, according to Mr. Mehra's offer letter and the Globe's severance plan, Mr. Mehra was entitled to four months' notice and severance pay except in instances of termination for "good cause." "Good cause" is defined narrowly and is limited to specific circumstances including "willful disregard of Company policies and procedures" and "fraud, misappropriation, embezzlement or acts of similar dishonesty." As set forth above, the Globe fired Mr. Mehra in June 2020 for unlawful retaliatory reasons which do not come within any of the categories specified by the parties' contract. In violation of the parties' contract, the Globe falsely, disingenuously, and in bad faith designated his termination as "for cause" in order to avoid its obligation to pay him severance.

75. Consequently, Mr. Mehra is entitled to all damages and remedies for breach of contract.

Count IV

Breach of the Implied Covenant of Good Faith and Dealing

76. By virtue of the conduct set forth above, Defendant also violated the covenant of good faith and fair dealing inherent in all contractual arrangements, acting unreasonably and in bad faith to deprive Mr. Mehra of the fruits of the parties' contract.

77. First, Defendant unlawfully terminated Plaintiff in bad faith and without actual

good cause in order to withhold an incentive payment that he had earned through his labor on behalf of the Globe. The Globe terminated Mr. Mehra specifically to avoid payment of this earned incentive compensation.

78. As a result, Mr. Mehra is entitled to all compensation that he earned through his efforts up until the time of his termination, including the commission that he would have been paid had the Globe not unlawfully fired him. The Globe discharged Mr. Mehra to retain an earned commission that it did not want to pay.

79. Second, Defendant falsely and in bad faith designated Mr. Mehra's termination as "for cause" to deny him a contractual severance payment and deprive him of the fruits of the contract. To the extent that the Globe had discretion over this issue, such discretion is not unfettered and must be exercised in good faith. The Globe failed to do so, grossly abusing its discretion out of an improper retaliatory motive.

80. Consequently, Mr. Mehra is entitled to all damages and remedies for breach of the covenant of good faith and fair dealing.

Count V

Unjust Enrichment

81. In the alternative to the claims for breach of contract and breach of the covenant of good faith and fair dealing, Plaintiff is entitled to his 2020 commission because the Globe was unjustly enriched by his efforts. Mr. Mehra seeks restitution of a benefit conferred on the Globe and it would be unconscionable to allow it to retain that benefit at his expense.

82. Mr. Mehra brought in substantial revenues and profits to the Globe with the expectation of receiving a commission in exchange for the results he achieved. The Globe fired Mr. Mehra to avoid paying the commission he had earned for work performed prior to his

discharge; it intentionally retained the incentive payment—by its own admission quite substantial—at his expense.

83. It would be unjust to allow the Globe to retain Mr. Mehra's commission. Accordingly, Plaintiff is entitled to disgorgement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Mehra respectfully requests that this Court find in his favor on all counts and order the following relief:

a. all damages and relief provided for by M.G.L. c. 149, §§148, 148A, and 150:
    i. All unpaid wages and compensation from June 30, 2020 through the date of judgment, including salary, commission-based incentive pay, and other benefits;
    ii. Tripling of damages for lost wages and benefits as provided for by statute;
    iii. Front pay for future lost wages and benefits;
    iv. Compensatory damages for emotional distress and reputational harm; and
    v. Attorney's fees and costs;
b. All damages for breach of contract and breach of the covenant of the good faith and fair dealing, to the extent not duplicative of an award of Wage Act damages;
c. Disgorgement of amounts unjustly retained by Defendant at his expense, to the extent not duplicative of other remedies;
d. In the alternative to unpaid wages and compensation resulting from his termination, four months of compensation for retaliatory breach of the parties' agreement on notice and severance pay; and
e. Any other relief to which Plaintiff may be entitled.

JURY DEMAND

Plaintiff Mehra demands a trial by jury on all claims.

Respectfully submitted,
VINAY MEHRA,
By his attorneys,

Dated: June 29, 2023

____
Rebecca G. Pontikes
BBO# 637157
Bryn A. Sfetsios
BBO# 688368
PONTIKES LAW, LLC
10 Tremont Street, 3d Floor
Boston, MA 02108
(617) 357-1888
rpontikes@pontikeslawllc.com
bsfetsios@pontikeslawllc.com

/s/ David W. Sanford_________
David W. Sanford
Andrew Melzer
Sanford Heisler Sharp, LLP
1350 Avenue of the Americas, 31st Floor
New York, NY 10019
(646)402-5650
dsanford@sanfordheisler.com
amelzer@sanfordheisler.com