[J-16-2026]
IN THE SUPREME COURT OF PENNSYLVANIA
MIDDLE DISTRICT

TODD, C.J., DONOHUE, DOUGHERTY, WECHT, MUNDY, BROBSON, McCAFFERY, JJ.

MARCELO AITA,	:	No. 25 MAP 2025
	:	
Appellee	:	Appeal from the Order of Superior
	:	Court at Nos. 510 EDA 2022 and
	:	615 EDA 2022, dated September
v.	:	26, 2024, Affirming the order of
	:	the Bucks County Court of
	:	Common Pleas, Civil Division, at
NCB MANAGEMENT SERVICES, INC.,	:	No. 2019-00981 dated January
	:	21, 2022
Appellant	:	
	:	ARGUED: March 12, 2026

OPINION

JUSTICE MUNDY **DECIDED: October 29, 2026**

We granted allowance of appeal to consider whether Pennsylvania's Wage Payment and Collection Law[1] (WPCL) authorizes an employee to initiate a cause of action for liquidated damages after the employer fully pays all owed wages and statutory interest. Because we find that it does not, we reverse the order of the Superior Court.

I. PERTINENT WAGE PAYMENT AND COLLECTION LAW PROVISIONS

"The Wage Payment and Collection Law provides employees a statutory remedy to recover wages and other benefits that are contractually due to them." *Oberneder v. Link Comput. Corp.*, 696 A.2d 148, 150 (Pa. 1997) (citing *Killian v. McCulloch*, 850 F.Supp. 1239, 1255 (E.D. Pa. 1994)). We accepted this appeal to determine whether the WPCL's text limits relief to employees who were owed wages at the time they filed suit.

[1] Act of July 14, 19161, P.L. 637, *as amended*, 43 P.S. §§ 261.1 – 260.45.

The resolution of this issue turns primarily on the interpretation of two consecutive WPCL provisions, Sections 260.9a and 260.10, which we set forth in full:

§ 260.9a. Civil remedies and penalties

> (a) Any employe or group of employes, labor organization or party to whom any type of wages is payable may institute actions provided under this act.
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> (b) Actions by an employe, labor organization, or party to whom any type of wages is payable to recover unpaid wages and liquidated damages may be maintained in any court of competent jurisdiction, by such labor organization, party to whom any type of wages is payable or any one or more employes for and in behalf of himself or themselves and other employes similarly situated, or such employe or employes may designate an agent or representative to maintain such action or on behalf of all employes similarly situated. Any such employe, labor organization, party, or his representative shall have the power to settle or adjust his claim for unpaid wages.
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> (c) The employe or group of employes, labor organization or party to whom any type of wages is payable may, in the alternative, inform the secretary of the wage claim against an employer or former employer, and the secretary shall, unless the claim appears to be frivolous, immediately notify the employer or former employer of such claim by certified mail. If the employer or former employer fails to pay the claim or make satisfactory explanation to the secretary of his failure to do so within ten days after receipt of such certified notification, thereafter, the employer or former employer shall be liable for a penalty of ten percent (10%) of that portion of the claim found to be justly due. A good faith dispute or contest as to the amount of wages due or the good faith assertion of a right of set-off or counter-claim shall be deemed a satisfactory explanation for nonpayment of such amount in dispute or claimed as a set-off or counter-claim. The secretary shall have a cause of action against the employer or former employer for recovery of such penalty and the same may be included in any subsequent action by the secretary on said

wage claim or may be exercised separately after adjustment of such wage claim without court action.

(d) In any civil action brought under the provisions of this act, the Secretary of Labor and Industry may require the employer to post bond or security to secure payment of the entire claim of the employe with credit in the amount of any good faith assertion of a right of set-off or counter-claim. Such bond or security shall be posted in the court where the civil action is brought. The request for bond or security shall be signed by the secretary and shall provide that such bond or security in the amount stated shall be posted within 30 days of service thereof on the employer. If such bond or security is not posted within the 30-day period, the employer will be deemed to have admitted his liability and execution may immediately ensue.

(e) If the secretary determines that wages due have not been paid and that such unpaid wages constitute an enforceable claim, the secretary shall, upon the request of the employe, labor organization or party to whom any type of wages is payable, take an assignment in trust, from the requesting party of such claim for wages without being bound by any of the technical rules respecting the validity of any such assignments and may bring any legal action necessary to collect such claim, subject to the right by the employer to set-off or counter-claim against the assigning party. Upon any such assignment, the secretary shall have the power to settle and adjust any such claim to the same extent as might the assigning party.

(f) The court in any action brought under this section shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow costs for reasonable attorneys' fees of any nature to be paid by the defendant.

(g) No administrative proceedings or legal action shall be instituted under the provisions of this act for the collection of unpaid wages or liquidated damages more than three years after the day on which such wages were due and payable as provided in sections 3 and 5[, 43 P.S. §§ 260.3 and 260.5].

43 P.S. § 260.9a.

§ 260.10. Liquidated damages

> Where wages remain unpaid for thirty days beyond the regularly scheduled payday, or, in the case where no regularly scheduled payday is applicable, for sixty days beyond the filing by the employe of a proper claim or for sixty days beyond the date of the agreement, award or other act making wages payable, or where shortages in the wage payments made exceed five percent (5%) of the gross wages payable on any two regularly scheduled paydays in the same calendar quarter, and no good faith contest or dispute of any wage claim including the good faith assertion of a right of set-off or counter-claim exists accounting for such non-payment, the employe shall be entitled to claim, in addition, as liquidated damages an amount equal to twenty-five percent (25%) of the total amount of wages due, or five hundred dollars ($500), whichever is greater.

43 P.S. § 260.10.[2]

With these provisions in mind, we turn to the straightforward and undisputed facts of this case.

II. FACTS AND PROCEDURAL HISTORY

NCB employed Aita as its Chief Executive Officer (CEO) from June 9, 2008 until Aita resigned on July 18, 2017. Compl., 2/13/19, at 1 ¶ 3 (R.R. at 6a). On December 29, 2014, Aita and NCB entered into a Private Sale Bonus Agreement (Bonus Agreement). *Id.* at 2 ¶ 5 (R.R. at 7a). Per the terms of the Bonus Agreement, NCB agreed to pay Aita $1,080,000.00 in 18 monthly retention bonus installments of $60,000.00 per month beginning in January 2015, contingent on Aita remaining with NCB in the month prior to each bonus installment. *Id.* at 2 ¶ 6 (R.R. at 7a). Aita qualified for all 18 bonus payments. From January 2015 to July 2015, NCB timely paid the first six installments, but it failed to

[2] To maintain consistency with the Superior Court's opinion and for ease of discussion and reference, we will refer to the sections of the WPCL by their Purdon's Pennsylvania Statutes' citations.

timely remit the remaining installments due to cash flow issues. *Id.* at 2 ¶ 7-8 (R.R. at 7a). Nonetheless, in July 2017, NCB paid Aita in a lump sum of $660,000.00 for all but one of the remaining unpaid installments plus 6% interest, which is the legal rate of interest set forth in 41 P.S. § 202. *Id.* at 2 ¶ 9 (R.R. at 7a). Then, in October 2017, NCB paid Aita the final bonus installment of $60,000.00 plus 6% interest. *Id.* at 2 ¶ 10 (R.R. at 7a).

In February 2019, Aita filed a complaint against NCB for breach of contract and a violation of the WPCL, seeking compensatory damages, liquidated damages, and attorneys' fees. Aita's WPCL claim alleged that "NCB has now paid the unpaid bonus, and interest due thereon, but remains liable for liquidated damages due under the WPCL and attorneys' fees incurred by [Aita]." *Id.* at 3 ¶ 18 (R.R. at 8a). NCB filed preliminary objections, which the trial court sustained as to the breach of contract claim and overruled as to the WPCL claim. Thereafter, NCB filed a motion for summary judgment, asserting Aita could not recover under the WPCL because NCB ultimately made all payments due under the Bonus Agreement before Aita filed suit, and, thus, Aita no longer had "payable" wages at the time he filed suit. Aita also filed a cross-motion for summary judgment, seeking $180,000.00 in liquidated damages under the WPCL, which was 25% of the $720,000.00 in untimely bonus payments NCB had remitted to Aita in July 2017 and October 2017.

On January 21, 2022, the trial court denied NCB's motion for summary judgment and granted Aita's cross-motion. The trial court awarded Aita liquidated damages of $60,000.00, which represented 25% of the $240,000.00 total bonus payments for March 2016 through June 2016. Tr. Ct. Order, 1/21/22, at 1. The trial court explained that Aita could not recover liquidated damages for the remaining late bonus payments due to the

WPCL's three-year statute of limitations in 43 P.S. § 260.9a(g). NCB timely filed a notice of appeal to the Superior Court, and Aita filed a cross-appeal.

In a 5-4 published opinion, an *en banc* majority of the Superior Court affirmed the trial court. *Aita v. NCB Mgmt. Servs., Inc.*, 324 A.3d 611, 623 (Pa. Super. 2024) (en banc). Addressing NCB's argument that the WPCL's text unambiguously limits a cause of action to aggrieved parties who are owed wages and does not provide a means for parties to recover liquidated damages absent a claim of wage loss, the Superior Court initially recounted that the legislative purpose of the WPCL was "to provide an employee with a statutory remedy for an employer's breach of its contractual obligation to remit wages." *Id.* at 616 (quoting *Laborers Combined Funds of W. Pa. v. Mattei*, 518 A.2d 1296, 1298 (Pa. Super. 1986)) (emphasis omitted). The court explained that the WPCL fulfills this purpose by "provid[ing] a statutory remedy to ensure that employees are paid on their regular payday and, if not timely paid, make them whole by penalizing employers who fail to pay regular wages without good cause." *Id.* Accordingly, the court viewed the WPCL's civil provisions as remedial and stated they must be liberally construed to effectuate their legislative purpose and to "promote justice." *Id.* at 617 (quoting 1 Pa.C.S. § 1928(c)).

The Superior Court then identified five WPCL provisions that reinforced the law's purpose. First, the court noted that Section 260.3(a) requires employers to pay all wages on an employee's regular payday.[3] *Id.* Second, the court observed that Section 260.10

[3] Section 260.3(a) provides:

> (a) Wages other than fringe benefits and wage supplements. Every employer shall pay all wages, other than fringe benefits and wage supplements, due to his employes on regular paydays designated in advance by the employer. Overtime wages may be considered as wages earned and payable in the next succeeding pay period. All wages, other than fringe benefits and wage supplements, earned in any pay period

(continued…)

provides for liquidated damages when an employer fails to timely pay wages, which is intended to discourage and penalize an employer's bad faith withholding of wages. *Id.* The court opined that the liquidated damages provision "applies regardless of whether the employer ultimately pays the wages owed to the employee, because the liquidated damages are statutorily imposed once wages remain unpaid for thirty days beyond the scheduled payday, and no good faith dispute exists over the claim." *Id.* Third, the court pointed out that Section 260.11a provides for the imposition of a criminal penalty on an employer that fails to timely pay an employee.[4] *Id.* at 618. Fourth, the court noted that

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> shall be due and payable within the number of days after the expiration of said pay period as provided in a written contract of employment or, if not so specified, within the standard time lapse customary in the trade or within 15 days from the end of such pay period. The wages shall be paid in lawful money of the United States or check, except that deductions provided by law, or as authorized by regulation of the Department of Labor and Industry for the convenience of the employe, may be made including deductions of contributions to employe benefit plans which are subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.

43 P.S. § 260.3(a).

[4] Section 260.11a, titled "criminal penalties," provides:

> (a) The secretary or any employe, group of employes, labor organization or party to whom any type of wages is payable may institute prosecutions under this act.
>
> (b) In addition to any other penalty or punishment otherwise prescribed by law, any employer who violates any provisions of this act shall be guilty of a summary offense and, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars ($300), or by imprisonment up to 90 days, or by both, for each offense. The good faith contest or dispute by any employer of any wage claim or the good faith assertion of a right of set-off or counter-claim shall not be considered a violation of this act: Provided, That the employer has paid all wages due in excess of the amount in dispute or asserted to be subject to a right of set-off or counter-claim.

(continued…)

Section 260.9a(f) mandates the award of reasonable attorneys' fees to prevailing employees. *Id.* Fifth, the court observed that Section 260.9a(a) specifies WPCL actions may be commenced by "[a]n employe[e] or group of employe[e]s, labor organization or party to whom any type of wages is payable[.]" *Id.* (quoting 43 P.S. § 260.9a(a)) (brackets in original). The Superior Court then summarized these provisions:

> the WPCL requires that an employer pay wages on an employee's regular payday, subjects an employer who fails to pay on that date to criminal penalties, and if not paid within the grace period provided by statute absent a good-faith defense, imposes liquidated damages against the employer as well as reasonable attorneys' fees expended in pursuing the claim.

Id.

The Superior Court agreed with the trial court's rationale for denying NCB's motion for summary judgment, which was that Aita had a claim for unpaid wages after the expiration of the WPCL's grace period. *Id.* at 619. The court highlighted that Section 260.9a(a) provides an employee "to whom any type of wages is payable may institute" a WPCL action. *Id.* (quoting 43 P.S. § 260.9a(a)). The court defined "payable" as "when a monetary obligation becomes due or is required to be paid." *Id.* (noting the WPCL does not define "payable" and relying on the definition in Black's Law Dictionary). Using this definition of payable, the Superior Court interpreted Section 260.9a(a)'s phrase "to whom

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> Nonpayment of wages to, on account of, or for the benefit of each individual employe shall constitute a separate offense.
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> (c) Where such employer is a corporation, the president, secretary, treasurer or officers exercising corresponding functions shall each be guilty of such summary offense.
>
> (d) All fines or penalties collected under this act shall be paid into the State Treasury through the Department of Revenue to the credit of the General Fund.

43 P.S. § 260.11a.

any type of wages is payable" as meaning "that an employee is payable on his or her regular payday, *i.e.*, once the grace period has expired, and an action can be maintained for liquidated damages thereafter." *Id.* In the court's view, this interpretation was consistent with the legislature's intent to set a deadline for an employer to pay wages and to penalize employers for untimely payments. *Id.* Accordingly, the court concluded "the WPCL provides for liquidated damages even if the wages are paid outside the grace period to further the statutory objective of ensuring that employees are paid on their regular payday." *Id.*

Continuing on, the Superior Court rejected NCB's argument that an employee does not have a WPCL claim for liquidated damages when the employer pays the wages owed at any time before the employee files suit. *Id.* The court reasoned that such an interpretation of the WPCL would render the statutory grace period "a mere suggestion rather than a fixed date by which liquidated damages can be imposed." *Id.* Moreover, the court characterized NCB's position as an amendment of the grace period by extending the length of the grace period to the instant before an employee files suit. *Id.* The court found such an interpretation contravened the WPCL's purpose of protecting employees because "an employer could drag its feet for months and escape liability for liquidated damages by finally paying the employee's due and payable wages just before the employee files suit." *Id.*

Additionally, the court concluded that Section 260.9a(g) permits a claim for liquidated damages independent of a claim for unpaid wages. *Id.* 619-20. That section provides "[n]o administrative proceedings or legal action shall be instituted under the provisions of this act for the collection of unpaid wages or liquidated damages more than three years after the day on which such wages were due and payable as provided in [43 P.S. §§ 260.3 and 260.5]." 43 P.S. § 260.9a(g). Focusing on the word "or" in the phrase

"unpaid wages or liquidated damages," the Superior Court interpreted "or" as having its "ordinary disjunctive meaning, indicating that an employee may bring a claim for liquidated damages without seeking unpaid wages." *Aita*, 324 A.3d at 620. In support, the Superior Court cited two federal district court decisions that permitted standalone claims for liquidated damages to proceed to trial, *Bair v. Purcell*, No. 1:04-CV-1357, 2010 WL 3282653 (M.D.Pa. Aug. 17, 2010) (memorandum), and to survive a motion to dismiss, *Endo Pharmaceuticals Inc. v. Fryer*, No. 17-2245, 2020 WL 4748296 (E.D. Pa. Aug. 17, 2020) (memorandum). Accordingly, the Superior Court held "an employee can bring an action for liquidated damages under the WPCL regardless of whether the employer has paid all outstanding wages by the time the legal action is commenced." *Aita*, 324 A.3d at 620.

Judge Bowes filed a dissenting opinion,[5] in which she concluded the plain language of the WPCL dictated that "a plaintiff must be due wages at the time of filing a suit pursuant to the WPCL in order to sustain an action seeking either unpaid wages or unpaid wages plus liquidated damages." *Aita*, 324 A.3d at 623 (Bowes, J., dissenting). The dissent's analysis initially focused on the WPCL's plain language, observing the plain language is the best indication of legislative intent, as opposed to the majority's approach of beginning with the WPCL's purpose and then construing the statutory text "through that lens." *Id.* at 625 n.2 (quoting the Third Circuit's statement in *Barnhart v. Compugraphic Corp.*, 936 F.2d 131, 134 n.5 (3d Cir. 1991), indicating "[t]his court has also attempted to review the legislative history of the [WPCL] to further determine the purposes underlying the law. Unfortunately, there are no substantive remarks included in the history of this law which would instruct this court."). Like the majority, the dissent noted that Section 260.9a(a) permits an employee "to whom any type of wages is payable" to file a WPCL

[5] Judges Stabile, Dubow, and Sullivan joined Judge Bowes' dissenting opinion.

action, and the dissent also used the Black's Law Dictionary definition of "payable" as "[o]f a sum of money or a negotiable instrument) that is to be paid." *Id.* at 625 (quoting 43 P.S. 260.9a(a) and Black's Law Dictionary (11th ed. 2019)).

In the dissent's view, it was significant that the legislature wrote Section 260.9a in the present tense ("is payable"), which combined with the rest of the WPCL, led the dissent to conclude "that actions may be brought only when wages remain unpaid, as demonstrated by the following pertinent subsections [of Section 260.9a.]" *Id.* The dissent then explained that liquidated damages are the subject of Section 260.10, which provides that when wages remain unpaid for more than 30 days beyond the regularly scheduled payday, or more than 60 days beyond when they become payable if no regularly scheduled payday is applicable, and there is no good faith dispute of the claim, then "the employee shall be entitled to claim, in addition, as liquidated damages an amount equal to twenty-five percent (25%) of the total amount of wages due, or five hundred dollars ($500), whichever is greater." *Id.* at 626 (quoting 43 P.S. § 260.10). Addressing the apparent tension between Section 260.10's statement that liquidated damages are "in addition" to a claim for unpaid wages and Section 260.9a(g)'s three-year limitation for actions seeking "unpaid wages or liquidated damages," the dissent opined that the disjunctive "or" in Section 260.9a(g) did not create a liquidated damages cause of action that is independent from an unpaid wages claim because "the text of § 260.10 clearly provides that a claim for liquidated damages is to be additive." *Id.* at 627 (quoting *Andrews v. Cross Atl. Cap. Partners, Inc.*, 158 A.3d 123, 136 (Pa. Super. 2017), and *Thomas Jefferson Univ. v. Wapner*, 903 A.2d 565, 574 (Pa. Super. 2006), which explained liquidated damages are available to prevailing plaintiffs who prove the employer has no good faith defense to an unpaid wages claim). Accordingly, the dissent found the combination of Sections 260.9a(g) and 260.10 provided:

> First, no proceedings pursuant to the WPCL shall be instituted beyond the statute of limitations period provided. Second, there are two potential causes of action. A plaintiff may file suit for (1) unpaid wages withheld in good faith, or for (2) unpaid wages withheld in the absence of good faith. If a plaintiff pursues the second cause of action, he may also seek ancillary liquidated damages, in an amount of at least five hundred dollars. As such, the WPCL does not support a separate cause of action solely for liquidated damgaes. Indeed, based upon the text of the statute and this [c]ourt's interpretation thereof, to be entitled to the **additional** remedy of liquidated damages, unpaid wages must first be recoverable.

Id. at 628 (emphasis in original); *see also id.* at 628 n.5 (noting its interpretation is consistent with the Department of Labor and Industry's view that a plaintiff with unpaid wages "may take legal action to recover wages due **plus** liquidated damages" (quoting Summary of the WPCL, Department of Labor and Industry, https://www.dli.pa.gov/Individuals/Labor-Management-Relations/llc/Documents/llc-2.pdf) (emphasis in original)). In further support of its interpretation of the WPCL, the dissent noted that in the nearly 50 years since the WPCL was amended in 1977, there have been no reported cases in which a plaintiff successfully maintained a WPCL action after the employer paid all outstanding late wages, which "suggests the WPCL was not intended to operate in this fashion and need not do so in order to accomplish its goals." *Id.* at 628.

The dissent then addressed three unreported federal court cases that permitted an independent liquidated damages claim to proceed "without explanation or citation to Pennsylvania authority" and concluded they were not helpful to the analysis in this case. First, in *Bair*, the district court noted "[d]efendants had fully paid the claimed back wages by the time this case was filed, leaving only the propriety of liquidated damages at issue," but it did not analyze the propriety of pursuing a standalone liquidated damages claim under the WPCL. *Bair*, 2010 WL 3282653, at *7. As such, the dissent found *Bair* contained "no pertinent analysis, sound or otherwise, to guide this [c]ourt on the issue

presently before us." *Aita*, 324 A.3d at 629 (Bowes, J., dissenting). Second, in *Endo Pharmaceuticals*, the district court denied the defendant's motion to dismiss, which was based on the defendant's argument that it fully paid the plaintiff's accrued paid time off plus interest, because the district court found the fact that the defendant paid it 19 months late may still entitle the plaintiff to liquidated damages. *Endo*, 2020 WL 4748296, at *4. However, as the district court's analysis was limited to two conclusory sentences, the dissent did not detect "any guidance from the *Endo* court's cursory conclusion." *Aita*, 324 A.3d at 629 (Bowes, J., dissenting). Third, in *Viancourt v. Paragon Wholesale Foods Corp.*, No. CV 20-628, 2023 WL 2726705 (W.D. Pa. Mar. 31, 2023) (memorandum), the district court permitted the plaintiff's amended complaint, which alleged he was owed salary continuation payments after the defendant had paid his back wages, to survive summary judgment because the plaintiff was still owed wages and accordingly could pursue liquidated damages under Section 260.9a. *Viancourt*, 2023 WL 2726705, at *22. The dissent asserted, "[i]nsofar as *Viancourt* holds any persuasive value for this [c]ourt, it aligns with my interpretation that unpaid wages must be recoverable under the WPCL before a plaintiff may add on a claim to seek liquidated damages." *Aita*, 324 A.3d at 629 (Bowes, J., dissenting).

Addressing the majority's accusation that its interpretation renders the WPCL grace period a mere suggestion and would permit an employer to delay paying wages but escape liability for liquidated damages by paying just before the employee files suit, the dissent responded "that may only be the case where an employee chooses to sit on his rights. The WPCL was not written to protect dilatory enforcement, and this [c]ourt cannot read more into the statute than what is plainly provided for on its face." *Id.* at 631. Accordingly, the dissent concluded the trial court erred in granting Aita's motion for summary judgment because it was undisputed that Aita did not have a claim for unpaid

wages at the time he filed suit, so he could not pursue a standalone liquidated damages claim as a matter of law. *Id.*

Separately, Judge Sullivan, who joined Judge Bowes' dissenting opinion, also filed a dissenting opinion,[6] expressing her concern that under Judge Bowes' interpretation, "an employer could, without good reason make a practice of paying its employees one-to-two weeks late, with interest, which would make it practically impossible for the employees to have wages 'payable' for a sufficient period to allow them to file suit under the WPCL and, if unpaid for more than 30 days, seek liquidated damages," which would have deleterious consequences for all employees living paycheck to paycheck. *Aita*, 324 A.3d at 632 (Sullivan, J., dissenting). Despite this concern, Judge Sullivan maintained the court was bound to follow the WPCL's plain language and reminded that the legislature "is charged with the authority to make any changes in the WPCL it deems necessary to protect employees against the hypothetical employer practice described above." *Id.*

III. ISSUE AND STANDARD OF REVIEW

This Court granted NCB's petition for allowance of appeal on the following issue, which we rephrased for clarity:

> Whether the text of the Pennsylvania Wage Payment and Collection Law (WPCL) plainly limits relief under the WPCL to employees who were owed wages at the time they filed suit?

Aita v. NCB Mgmt. Servs., Inc., 337 A.3d 959 (Pa. 2025) (per curiam).[7]

As this issue arises in the context of the trial court granting summary judgment in favor of Aita and against NCB, we note that "[s]ummary judgment may be entered only when, even after examining the record in the light most favorable to the non-moving party

[6] Judge Dubow joined Judge Sullivan's dissenting opinion.

[7] This Court also denied Aita's petition for allowance of appeal in the same order. *Aita*, 337 A.3d at 959.

and resolving of all doubts as to the existence of a genuine issue of material fact against the moving party, the moving party is clearly entitled to judgment as a matter of law." *Pyeritz v. Commonwealth*, 32 A.3d 687, 692 (Pa. 2011). This Court's "scope of review of a trial court's order granting or denying summary judgment is plenary, and our standard of review is clear: the trial court's order will be reversed only where it is established that the court committed an error of law or abused its discretion." *Daley v. A.W. Chesterton, Inc.*, 37 A.3d 1175, 1179 (Pa. 2012) (quoting *Pappas v. Asbel*, 768 A.2d 1089, 1095 (Pa. 2001)).

IV. STANDALONE CLAIM FOR LIQUIDATED DAMAGES UNDER THE WPCL

A. PARTIES' ARGUMENTS

NCB argues that the plain language of the WPCL clearly provides an employee must have unpaid wages at the time he or she files suit, and an employee cannot sue for liquidated damages in the absence of a claim for unpaid wages. NCB emphasizes Section 260.9a(a) uses the present tense in delineating the parties who may file WPCL actions, which means only parties who are "presently owed wages" may bring WPCL claims. NCB's Br. at 17. Further, NCB notes that Section 260.9a(b) likewise uses the present tense to define the scope of a WPCL action and "makes clear that only those employees who are presently owed wages may maintain an action under the WPCL in the [c]ourt of [c]ommon [p]leas." *Id.* Similarly, NCB highlights Sections 260.9(c) and 260.9(e) permit aggrieved parties to inform the Secretary of Labor and Industry "of the wage claim against an employer or former employer," 43 P.S. § 260.9a(c), and the secretary may pursue legal action on behalf of the employee "if the secretary determines that wages have not been paid and that such unpaid wages constitute an enforceable claim." 43 P.S. § 260.9(e). *Id.* at 18. According to NCB, the subsections permitting an

employee to resort to the Secretary of Labor and Industry further illustrate that relief is limited to "employees to whom wages are currently due and owing." *Id.*

In additional support of its position, NCB notes that Section 260.10 provides that an award of liquidated damages is calculated as 25% of "the total amount of wages due," which clarifies that unpaid wages must be recoverable to receive the additional remedy of liquidated damages. *Id.* at 19-20. NCB asserts that Section 260.10 "is not intended to penalize employers who have already rectified payment delays." *Id.* at 20. Instead, NCB reads Section 260.10 as permitting liquidated damages only when an employee has a claim for unpaid wages, meaning liquidated damages are additive to unpaid wages. *Id.* Based on this reading of Section 260.10, NCB maintains that it is not meant to penalize employers who have rectified payment delays before an employee files suit. *Id.* Additionally, NCB notes liquidated damages are reserved for a subset of plaintiffs who can show an employer has no good faith defense to failing to timely pay wages, meaning Section 260.10 penalizes employers who withhold wages in bad faith. *Id.* at 21.

NCB contends that the Superior Court erred in expanding the scope of the WPCL to allow Aita to bring a cause of action for solely liquidated damages. NCB argues the WPCL's text does not support the Superior Court's conclusion, which "is little more than an aspirational interpretation of the law in an effort to effectuate its understanding of the WPCL's remedial purpose." *Id.* at 22. NCB argues "the Superior Court's decision elevated the spirit of law over its plain language in contravention of the Statutory Construction Act." *Id.* Here, because it is undisputed that NCB paid Aita's outstanding wages before he filed suit, NCB maintains Aita had no unpaid wages when he commenced his WPCL action and asks us to reverse the Superior Court's decision based on the plain language of the WPCL.

In contrast, Aita argues the plain language of the WPCL does not enable an employer to avoid liquidated damages by paying overdue wages at any time before an aggrieved party files suit. Aita reiterates that NCB violated the WPCL by failing to pay Aita's bonus installments from August 2015 to July 2016, totaling $720,000.00. Aita's Br. at 7 ("There is no dispute that NCB did not pay the bonuses on the dates they were due pursuant to the terms of the Agreement, and thus violated [43 P.S. §] 260.3(a)."). Moreover, Aita notes NCB conceded it had no good faith reason to withhold the bonus installments, and the bonus payments were more than 60 days overdue, which entitles Aita to liquidated damages under Section 260.10. *Id.* at 8. Aita argues NCB's sole defense, which is that it made its untimely payment before Aita filed suit, relies on a flawed construction of the WPCL. *Id.*

Aita asserts the WPCL's plain language entitles an employee to liquidated damages when the violation of the WPCL occurs, regardless of whether it is later rectified. *Id.* Aita reads Section 260.9a(a) as enabling aggrieved parties to institute actions "provided under this act." *Id.* at 11 (quoting 43 P.S. § 260.9a(a)). The actions, in Aita's view, are provided in Section 260.3, which requires timely payment of wages, and Section 260.10, which permits a claim for liquidated damages when wages are not paid within 60 days without a good faith basis. *Id.*

Aita disagrees with NCB's argument that the phrase "to whom any type of wages is payable" in Section 260.9a(a) limits actions to those in which wages remain unpaid on the date the complaint is filed. *Id.* at 12. Aita contends the purpose of Section 260.9a(a) is to identify the plaintiffs who can institute WPCL actions, which are: (1) an employee; (2) a group of employees; (3) a labor organization; or (4) a "party to whom any type of wages is payable." *Id.* (quoting 43 P.S. § 260.9a(a)). Aita argues the phrase "to whom any type of wages is payable" modifies only "party," and it does not apply to the three

other enumerated classes of plaintiffs. *Id.* In support of this interpretation, Aita raises the "last antecedent" rule of statutory construction, which presumes a modifier applies only to the immediately preceding provision or clause. *Id.* at 12-13 (citing *Pa. Dept. of Banking v. NCAS of Del. LLC*, 948 A.2d 752, 760-61 (Pa. 2008)). Because "party" is the last antecedent, Aita maintains the phrase "to whom wages is payable" modifies only the word "party." *Id.* at 13. In Aita's view, the legislature intended "party to whom wages is payable" to operate as a catchall provision to include an aggrieved party who is not an employee, a group of employees, or a labor organization. *Id.* In further support of this reading, Aita highlights that the next subsection, 43 P.S. § 260.9a(b), lists the four classes of plaintiffs identified in Section 260.9a(a) in a different order, with the modifier "to whom wages is payable" linked to party but not to employee:

> Actions by an employe, labor organization, or party to whom any type of wages is payable to recover unpaid wages and liquidated damages may be maintained in any court of competent jurisdiction, by such labor organization, **party to whom any type of wages is payable or any one or more employes for and in behalf of himself or themselves and other employes similarly situated, or such employe or employes may designate an agent or representative to maintain such action or on behalf of all employes similarly situated**. Any such employe, labor organization, party, or his representative shall have the power to settle or adjust his claim for unpaid wages.

Id. at 13-14 (quoting 43 P.S. § 260.9a(b) (emphasis in Aita's brief)). For these reasons, Aita concludes the phrase "to whom any type of wages is payable" does not act as a time limitation on WPCL actions; instead, it simply defines one class of aggrieved parties who may initiate a WPCL action. *Id.* at 14.

Alternatively, Aita posits that if this Court reads "to whom any type of wages is payable" to modify the word "employe," then we should define "payable" as "the date upon which wages must be paid." *Id.* at 15. Aita highlights the WPCL uses "payable" in this

manner in four other provisions: (1) 43 P.S. § 260.3(a) provides overtime wages are "payable" in the next pay period; (2) 43 P.S. § 260.3(a) also states that all other wages are "payable" as set forth in a written agreement or within 15 days after the close of the pay period; (3) 43 P.S. § 260.9a(g) specifies that the three-year statute of limitations begins on the date that wages are "payable;" and (4) 43 P.S. § 260.10 provides a 60-day grace period to avoid liquidated damages that begins on the date wages were "payable" under an agreement, award, or other act. *Id.* Consequently, Aita maintains the WPCL "renders wages payable on the date they were due, such that, if an employer fails to pay the wages on the date they are 'payable,' there is a violation of the statute, and the employee can file suit under Section 260.9a(a)." *Id.* at 16.

Moreover, Aita argues his interpretation is consistent with Section 260.9a(g), which he interprets as providing a separate action for liquidated damages independent of a claim for unpaid wages. *Id.* Aita argues the only prerequisite to a claim for liquidated damages is the expiration of the grace period because a violation of the WPCL occurs when an employer fails to timely pay wages. *Id.* at 17. Aita maintains liquidated damages are available in this case because NCB delayed its payment of the bonus installments by two years, which is the type of untimely payment that the WPCL's liquidated damages provision is directed at remedying. *Id.* In Aita's view, "[t]he status of whether or not [earned] wages were eventually paid is not relevant – instead, the violation of the WPCL occurs when the earned wages are not paid. In such an instance, the employee is entitled to liquidated damages under Section 260.10." *Id.* at 20.[8] Accordingly, Aita asks us to

[8] Amicus Commonwealth of Pennsylvania Department of Labor and Industry filed a brief in which it agrees with the Superior Court and Aita that the plain language of the WPCL permits liquidated damages when earned wages are not paid in full or on time or within the statutory grace period. According to Amicus, "Section 9a(a) authorizes an action when an employer violates the Act, regardless of whether the employer subsequently makes payment, because the cause of action became ripe when the employer failed to pay due wages in violation of the statutory requirements." Amicus Br. at 6.

affirm the Superior Court's conclusion that he is entitled to pursue liquidated damages under the WPCL. *Id.* at 21.

In its reply brief, NCB first disagrees with Aita's construction of the phrase "to whom any type of wages is payable" as modifying only the term "party." NCB argues that phrase clearly applies to all four categories of potential plaintiffs listed in 260.9a(a) because "[w]hen several words are followed by a modifying phrase which is applicable as much to the first and other words as to the last, the natural construction of the language demands that the modifying phrase be read as applicable to all." NCB's Reply Br. at 3 (quoting *Penn Psychiatric Ctr., Inc. v. U.S. Liability*, 257 A.3d 1241, 1251 (Pa. Super. 2021)). Accordingly, NCB contends Aita's construction relying on the "last antecedent" principle is misplaced. Second, NCB maintains that defining "payable" as "due and owing" is consistent with the various sections of the WPCL Aita cited. *Id.* at 4-5. Third, NCB argues that Aita's interpretation of Section 260.9a(g) as enabling a plaintiff to assert an independent claim for liquidated damages is inconsistent with Section 260.10, which clearly states that liquidated damages are additive to a claim for wages presently due or payable. *Id.* at 5-6. Additionally, NCB reiterates that liquidated damages are available to only the subset of prevailing plaintiffs whose employers have no good faith basis for withholding the payment of wages, and they are not available when employers have a good faith basis. *Id.* at 6. Fourth, NCB dismisses Aita's concern that employers could delay payment and avoid liquidated damages by tendering the payment upon the threat of litigation by asserting that an employee who is owed wages controls when to initiate proceedings, and we should not interpret the WPCL to protect dilatory enforcement. *Id.* at 8 (citing *Aita*, 324 A.3d at 631 (Bowes, J., dissenting)).

B. ANALYSIS

As the issue before this Court is a question of statutory interpretation, our analysis is guided by the Statutory Construction Act, which directs us to give effect to the legislature's intent and all the statute's provisions. 1 Pa.C.S. § 1921(a). A statute's plain language is the best indication of the legislature's intent. *Crown Castle NG E. LLC v. Pa. Pub. Util. Comm'n*, 234 A.3d 665, 674 (Pa. 2020). In determining a statute's plain meaning, we analyze its operative language in context and interpret words and phrases according to their common and approved usage. *Id.* We must give effect to a clear and unambiguous statute, and we cannot disregard a statute's plain meaning to implement its perceived objectives. *Id.* "Only if the statute is ambiguous, and not explicit, do we resort to other means of discerning legislative intent." *Matter of Private Sale of Prop. by Millcreek Twp. Sch. Dist.*, 185 A.3d 282, 291 (Pa. 2018); *see also* 1 Pa.C.S. § 1921(c) (listing factors to consider when "the words of a statute are not explicit"). Additionally, "[s]tatutory interpretation is a question of law, as to which our standard of review is *de novo* and our scope of review is plenary." *Commonwealth v. Crosby*, 329 A.3d 1141, 1148-49 (Pa. 2025).

To determine whether the WPCL provides a cause of action for liquidated damages alone, we begin with Section 260.9a(a), which provides "[a]ny employe or group of employes, labor organization or party to whom any type of wages is payable may institute actions provided under this act." 43 P.S. § 260.9a(a). This subsection lists the four categories of aggrieved parties that "may institute actions provided under this act:" (1) any employee; (2) any group of employees; (3) a labor organization; or (4) a party to whom any type of wages is payable. Contrary to the Superior Court majority and NCB, we do not interpret the phrase "to whom any type of wages is payable" to apply to all four classes of potential plaintiffs; instead, that phrase modifies only "party." This is confirmed

by Section 260.9a(b), which lists the four categories of aggrieved parties in a different order with the phrase "to whom any type of wages is payable" linked to "party" and not to any of the other three classes. Specifically, Section 260.9a(b) provides that WPCL actions may be maintained "by such labor organization, party to whom any type of wages is payable or any one or more employes for and in behalf of himself or themselves and other employes similarly situated . . . ." 43 P.S. § 260.9a(b). Reading this *in pari materia*, it is evident that the legislature intended the phrase "to whom any type of wages is payable" to modify "party," essentially creating and limiting a catchall class of aggrieved parties who may institute WPCL actions.

Further, any suggestion that "to whom any type of wages is payable" modifies employee, group of employees, or labor organization is dispelled by applying the last antecedent cannon of statutory construction. The last antecedent rule recognizes that in a list ending with a limiting clause or phrase, the limiting language ordinarily modifies only the immediately preceding noun or phrase and "do[es] not extend to or include other words, phrases, or clauses more remote, unless such extension or inclusion is clearly required by the intent or meaning of the context or disclosed by an examination of the entire act." *Commonwealth v. Packer*, 798 A.2d 192, 198 (Pa. 2002) (quoting *John Hancock Prop. & Cas. Ins. Co. v. Commonwealth, Ins. Dept.*, 554 A.2d 618, 622 (Pa. Cmwlth. 1989)) (citing 1 Pa.C.S. § 1903). Here, Section 260.9a(a) provides a list of four categories of potential WPCL plaintiffs with the last category, "party," qualified by the phrase "to whom any type of wages is payable." Pursuant to the last antecedent rule, the qualifying language modifies only "party" unless extending it to the three preceding classes is required by the context of Section 260.9a(a) or an examination of the WPCL. As explained above, the legislature's reordering of the four categories in Section 260.9a(b) shows that it intended the qualifying language to apply to only "party."

Moreover, applying the last antecedent rule gives a natural reading to Section 260.9a as there is no indication "to whom any type of wages is payable" applies to the three more remote classes, and it does not make sense to apply it to labor organization because wages cannot be payable to a labor organization. Accordingly, we agree with Aita's position that Section 260.9a(a) identifies the four categories of aggrieved parties who may institute WPCL actions, one of which is any "party to whom any type of wages is payable." However, this conclusion ultimately does not resolve the issue before us because Section 260.9a(a) does not define the scope of a WPCL action or specifically indicate whether an employee can initiate a WPCL action seeking only liquidated damages when the employee is not owed wages at the time he or she files the WPCL action.

To resolve that question, we begin by looking to Section 260.9a(b), which states: "Actions by an employe, labor organization, or party to whom any type of wages is payable to recover unpaid wages and liquidated damages may be maintained in any court of competent jurisdiction[.]" 43 P.S. § 260.9a(b). This section, which defines the scope of WPCL actions, clearly authorizes an action "to recover unpaid wages and liquidated damages." *Id.* Giving "recover" its common meaning of "[t]o get back or regain in full or in equivalence . . . [t]o obtain (relief) by judgment or other legal process" shows that the legislature authorized a WPCL action to regain or obtain unpaid wages and liquidated damages. *Recover*, BLACK'S LAW DICTIONARY (12th ed. 2024). Moreover, "unpaid" wages are wages that are "not yet paid" or "outstanding." *Unpaid*, COLLINS ENGLISH DICTIONARY (digital ed. 2012). Consequently, Section 260.9a(b) plainly authorizes an action to get back, regain, or obtain wages that are not yet paid or outstanding and liquidated damages. By extension, the WPCL does not authorize an action to recover "untimely paid" wages. *See Commonwealth v. Wright*, 14 A.3d 798, 814 (Pa. 2011) ("As a matter of statutory

interpretation, although one is admonished to listen attentively to what a statute says; one must also listen attentively to what it does not say.") (internal brackets omitted).

Sections 260.9a(c)-(e), which provide an alternative remedy for aggrieved parties in the form of enlisting the Secretary of Labor and Industry to pursue the "wage claim" against an employer or former employer, confirms that WPCL actions must be based on unpaid wages. 43 P.S. § 260.9a(c). Under Section 260.9a(c), an aggrieved party may inform the secretary of the wage claim, and the secretary, after determining the claim is not frivolous, then notifies the employer of the claim. *Id.* If the employer "fails to pay the claim or make satisfactory explanation" within 10 days, then the employer is liable for a penalty of 10% of the claim "justly due." *Id.* "The secretary shall have a cause of action against the employer or former employer for recovery of such penalty and the same may be included in any subsequent action by the secretary on said wage claim or may be exercised separately after adjustment of such wage claim without court action." *Id.* Additionally, Section 260.9a(e) permits the secretary to "take an assignment in trust" from the aggrieved party "[i]f the secretary determines that wages due have not been paid and that such unpaid wages constitute an enforceable claim," and the secretary may bring an action to collect the claim. 43 P.S. § 260.9a(e). These sections reinforce the conclusion that a WPCL claim must be for wages that the employer has not yet paid at the time the WPCL action is commenced, whether by a private plaintiff or the Secretary of Labor and Industry. *See* 43 P.S. §§ 260.9a(b), (e).

In addition to Section 260.9a's unambiguous provision of a cause of action "to recover unpaid wages and liquidated damages," Section 260.10 clearly provides that liquidated damages are an additional remedy available when there is no good faith dispute of the plaintiff's wage claim. Section 260.10, as set forth above, provides an employee is entitled to pursue liquidated damages as follows:

> Where wages remain unpaid for thirty days beyond the regularly scheduled payday, or, in the case where no regularly scheduled payday is applicable, for sixty days beyond the filing by the employe of a proper claim or for sixty days beyond the date of the agreement, award or other act making wages payable, or where shortages in the wage payments made exceed five percent (5%) of the gross wages payable on any two regularly scheduled paydays in the same calendar quarter, and no good faith contest or dispute of any wage claim including the good faith assertion of a right of set-off or counter-claim exists accounting for such non-payment, the employe shall be entitled to claim, in addition, as liquidated damages an amount equal to twenty-five percent (25%) of the total amount of wages due, or five hundred dollars ($500), whichever is greater.

43 P.S. § 260.10. Under the plain language of Section 260.10, an employee is entitled to claim liquidated damages when wages remain unpaid beyond set time periods and there is no good faith dispute of the "wage claim." *Id.* Consistent with Section 260.09a(e), which also uses the term "wage claim," a "wage claim" is a claim for unpaid wages. *See* 43 P.S. § 260.09a(e). Section 260.10 continues that when there is no good faith dispute of the wage claim, the employee can claim "in addition" liquidated damages in the amount of 25% of the total amount of wages due or $500.00, whichever is greater. 43 P.S. § 260.10. This clearly means that liquidated damages are additive to the claim for unpaid wages and calculated in reference to "the total amount of wages due." *See id.* Section 260.10 does not authorize a standalone claim for liquidated damages when the employee does not have a claim for unpaid wages. Further, the legislature based the formula for calculating the amount of liquidated damages on the "total amount of wages due," not the amount of "untimely paid wages." *See id.* Moreover, it is clear from Section 260.09a(c), which gives the Secretary of Labor and Industry a cause of action for the 10% penalty imposed on an employer who receives notice of a wage claim from the secretary and fails to pay the claim or offer a satisfactory explanation within 10 days, that the legislature was

aware of how to create an independent cause of action for a penalty, but the legislature did not enact a similar provision for liquidated damages. *See* 43 P.S. § 260.9a(c). Accordingly, we conclude that the WPCL does not permit an employee to bring a claim for liquidated damages based on untimely paid wages.

Additionally, we disagree with the Superior Court's conclusion that Section 260.9(g)'s use of "or" creates a claim for liquidated damages independent of a claim for unpaid wages. Section 260.9a(g) is plainly a statute of limitations provision, and it does not alter the cause of action that the legislature established in Section 260.9a(b). Section 260.9a(g) states "[n]o administrative proceedings or legal action shall be instituted under the provisions of this act for the collection of unpaid wages or liquidated damages more than three years after the day on which such wages were due and payable[.]" 43 P.S. § 260.9a(g). We cannot read this procedural bar as substantively modifying the scope of the WPCL action that the legislature authorized in the preceding sections, which is an action "to recover unpaid wages and liquidated damages." 43 P.S. § 260.9a(b); *see, e.g.*, *Westinghouse Elec. Corp./CBS v. W.C.A.B.* (*Korach*), 883 A.2d 579, 588 n.11 (Pa. 2005) (noting a statute of limitations is a procedural bar to a remedy, and it does not extinguish or alter the cause of action it governs). Additionally, the two unreported memoranda decisions from federal district courts cited by the Superior Court in support of its construction of Section 260.9a(g) as permitting an independent claim for liquidated damages did not discuss or analyze the provisions of Section 260.9a, so we do not find they are persuasive for our present purposes. *See Endo*, 2020 WL 4748296, at *4 (denying defendant's motion to dismiss and concluding summarily that the plaintiff "may still be entitled to liquidated damages" because the defendant did not pay plaintiff her accrued paid time off for 19 months); *Bair*, 2010 WL 3282653, at *2 (stating, without discussion, a jury found defendant failed to timely pay plaintiff's earned wages, and

defendant did not have a good faith dispute of the wage claim, which entitled plaintiff to liquidated damages); *but see Stilp v. Commonwealth*, 905 A.2d 918, 977 n.44 (Pa. 2006) ("[O]f course, decisions of the lower Federal courts do not bind this Court, and particularly where the question is one of state law.").

Here, there is no dispute that NCB failed to timely pay Aita 12 of his earned monthly retention bonuses. There is also no dispute that NCB did eventually pay those bonuses, plus 6% interest, in July and October 2017, before Aita filed his WPCL claim in February 2019, seeking only liquidated damages and attorneys' fees. *See* Compl., 2/13/19 at 3 ¶ 18 ("NCB has now paid the unpaid bonus, and interest due thereon, but remains liable for liquidated damages due under the WPCL and attorneys' fees incurred by Plaintiff."). Therefore, at the time Aita filed his WPCL action, he had no claim for unpaid wages. As Section 260.9a(b) authorizes actions "to recover unpaid wages and liquidated damages," and does not contain any provisions entitling a plaintiff to pursue liquidated damages in the absence of a claim for unpaid wages, we hold Aita's standalone claim for liquidated damages was not permitted as a matter of law.

V. CONCLUSION

Based on the foregoing, we conclude the Superior Court erred in affirming the trial court's denial of NCB's motion for summary judgment and grant of Aita's cross-motion for summary judgment. Accordingly, we reverse the order of the Superior Court.

Chief Justice Todd and Justices Donohue, Dougherty, Brobson and McCaffery join the opinion.

Justice Wecht files a dissenting opinion.